

AD

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED  
MAY 20 1998  
GENERAL COUNSEL

In the Matter of:

APPROVAL OF THE RESALE )  
AGREEMENT NEGOTIATED BETWEEN )  
CINCINNATI BELL TELEPHONE )  
COMPANY AND TIME WARNER )  
COMMUNICATIONS OF OHIO, L.P. )  
PURSUANT TO SECTIONS 251 AND )  
252 OF THE TELECOMMUNICATIONS )  
ACT OF 1996 )

CASE NO. 97-476

O R D E R

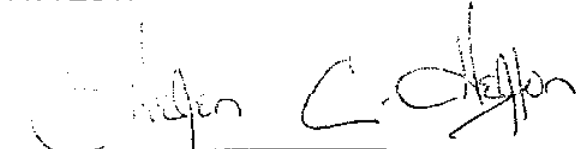
On December 19, 1997, the Commission entered an Order in this proceeding approving the interconnection agreement between Cincinnati Bell Telephone Company ("CBT") and Time Warner Communications of Ohio, L.P. ("Time Warner"). Time Warner has notified the Commission that it executed the agreement on behalf of its affiliates, including Time Warner AxS of Greater Cincinnati. Further, Time Warner asserts that it intends to provide local exchange service only through Time Warner AxS of Greater Cincinnati, which already has authority to operate in Kentucky.

IT IS THEREFORE ORDERED, to be entered nunc pro tunc, that the interconnection agreement approved in this proceeding was executed by Time Warner on behalf of Time Warner AxS of Greater Cincinnati.

Done at Frankfort, Kentucky, this 15th day of May, 1998.

ATTEST:

By the Commission

  
Executive Director

Dougherty

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPROVAL OF THE RESALE  
AGREEMENT NEGOTIATED BETWEEN  
CINCINNATI BELL TELEPHONE  
COMPANY AND TIME WARNER  
COMMUNICATIONS OF OHIO, L.P.  
PURSUANT TO SECTIONS 251 AND  
252 OF THE TELECOMMUNICATIONS  
ACT OF 1996

CASE NO. 97-476

**RECEIVED**

DEC 19 1997

O R D E R

GENERAL COUNSEL

On November 11, 1997, Cincinnati Bell Telephone Company ("CBT") and Time Warner Communications of Ohio, L.P. ("Time Warner") submitted to the Commission their negotiated agreement for interconnection, transport and termination of traffic, and resale of CBT services. The agreement was negotiated pursuant to the Telecommunications Act of 1996 ("1996 Act"), 47 U.S.C. Sections 251 and 252. Section 252(e) of the 1996 Act requires the parties to an interconnection agreement adopted by negotiation to submit the agreement for approval to the Commission.

The Commission has reviewed the agreement and finds that no portion of the agreement discriminates against a telecommunications carrier not a party to the agreement. The Commission also finds that the implementation of this agreement is consistent with the public interest, convenience, and necessity.

Time Warner must comply with all relevant Commission mandates for serving in this Commonwealth.

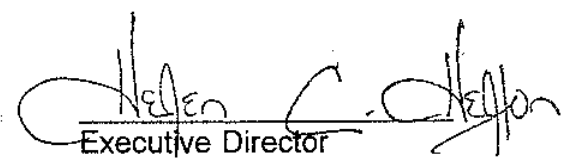
The Commission, having been otherwise sufficiently advised, HEREBY ORDERS  
that:

1. The negotiated agreement between CBT and Time Warner is approved.
2. Time Warner shall file a tariff for local service prior to providing local service giving 30-days' notice to the Commission and shall comply with all Commission regulations and orders as directed.

Done at Frankfort, Kentucky, this 19th day of December, 1997.

By the Commission

ATTEST:

  
Executive Director

MCNEES, WALLACE & NURICK

ATTORNEYS AT LAW

FIFTH THIRD CENTER  
SUITE 910  
21 EAST STATE STREET  
COLUMBUS, OH 43215  
TELEPHONE 614-469-8000  
FAX 614-469-4653

November 11, 1997

RECEIVED

NOV 12 1997

PUBLIC SERVICE  
COMMISSION

VIA FEDEX NO. 801479348440

Ms. Helen C. Helton  
Executive Director  
Kentucky Public Service Commission  
730 Schenkel Lane  
Frankfort, KY 40601

RE: Time Warner AxS of Greater Cincinnati  
Case No. ~~95-100~~  
97-476

Dear Ms. Helton:

Enclosed please find an original and three copies of the tariff submitted by the Applicant, Time Warner AxS of Greater Cincinnati, pursuant to which the Applicant proposes to offer switched local services. Time Warner has interconnection agreement in place with Bell South, and will provide an escrow account in accordance with the Commission's regulations.

Time Warner will submit a final copy of this tariff containing issued and effective dates following staff review.

If you have any questions on this matter, please do not hesitate to contact us.

Very truly yours,



Richard P. Rosenberry

RPR:ma  
Enc.

General Rules and Regulations, Schedule of Rates and Charges

Applicable to

Communications Services Furnished by

Time Warner AxS of Greater Cincinnati, L.P.

doing business as

Time Warner Communications of Greater Cincinnati

Within the State of Kentucky

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**TABLE OF CONTENTS**

<b><u>Description</u></b>	<b><u>Sheet Number</u></b>
TABLE OF CONTENTS .....	1
EXPLANATION OF SYMBOLS .....	2
APPLICATION OF TARIFF .....	3
SECTION 1 DEFINITIONS .....	4
SECTION 2 REGULATIONS .....	7
SECTION 3 APPLICATION OF RATES .....	49
SECTION 4 SERVICE AREAS .....	54
SECTION 5 NETWORK SERVICES .....	55
SECTION 6 SUPPLEMENTAL SERVICES .....	61
SECTION 7 INTRALATA TOLL SERVICE .....	89
SECTION 8 SPECIAL ARRANGEMENTS .....	93

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**EXPLANATION OF SYMBOLS**

The following symbols shall be used in this tariff for the purpose indicated below:

- C To signify changed regulation.
- D To signify discontinued rate or regulation.
- I To signify increased rate.
- M To signify a move in the location of text.
- N To signify new rate or regulation.
- R To signify reduced rate.
- S To signify reissued matter.
- T To signify a change in text but no change in rate or regulation.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**APPLICATION OF TARIFF**

This tariff sets forth the end user service offerings, rates, terms and conditions applicable to Time Warner AxS of Greater Cincinnati, L.P., d/b/a/ Time Warner Communications of Greater Cincinnati ("Company") provision of services as authorized by the Kentucky Public Service Commission ("Kentucky PSC").

Any of the Company's rates and charges may be revised, discontinued, supplemented or changed from time to time in accordance with applicable law, orders, rules and regulations of the Kentucky PSC.

All offered services are subject to available facilities and authorization from the local municipality in the jurisdiction where the service is offered.

Company may offer various unregulated services in conjunction with or ancillary to its regulated services.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

## SECTION 1 DEFINITIONS

For the purpose of this tariff, the following definitions will apply:

**Circuit:** The unit of bandwidth utilization for any given speed of services.

**Collocation:** An arrangement whereby the Company's switching equipment is located in a local exchange company's central office.

**Communications Services:** The Company's regulated intrastate toll and local exchange switched telephone services and private or dedicated line services offered for both intraLATA and interLATA use.

**Customer:** The person, firm or corporation which orders service and is responsible for the payment of charges and compliance with the Company's regulations.

**DID Trunk:** A form of local switched access that provides the ability for an outside party to call an internal extension directly without the intervention of the PBX attendant.

**Direct Inward Dial (or "DID"):** A service attribute that routes incoming calls directly to stations, by-passing a central answering point.

**Direct Outward Dial (or "DOD"):** A service attribute that allows individual station users to access and dial outside numbers directly.

**Fiber Optic Cable:** A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.

**Hearing Impaired:** Those persons with communication impairments, including those hearing impaired, deaf, deaf/blind, and speech impaired persons who have an impairment that prevents them from communicating over the telephone without the aid of a telecommunications device for the deaf.

**ICB:** Individual Case Basis.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 1 DEFINITIONS (cont'd)**

**Kentucky PSC:** The Kentucky Public Service Commission.

**LATA:** A Local Access and Transport Area established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192; or any other geographic area designated as a LATA in the National Exchange Carrier Association, Inc. Tariff F.C.C. No. 4.

**Monthly Recurring Charges:** The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.

**Nonrecurring Charge ("NRC"):** The initial charge, usually assessed on a one-time basis, to initiate and establish service.

**("NPA"):** Numbering plan area or area code.

**Off-Net:** A means for carrying traffic to or from the Customer's premises, where the Company leases other company's facilities to deliver traffic to Customer location. Off-Net traffic consists of all traffic that is not considered to be On-Net traffic.

**On-Net:** A means for carrying traffic to or from the Customer's premises, where the Company connects to the point of presence in a Customer building or on a Customer's premises using only Company-owned fiber. On-Net traffic is delivered to Customer exclusively over facilities of the Company.

**PBX:** Private Branch Exchange

**Point of Presence ("POP"):** Point of Presence - A local designated by the Company for the connection of Customer-provided wiring and terminal equipment to the services offered under the tariffs of the Company.

**Premises:** A building on contiguous property not separated by a public right-of-way. The contiguous property may be divided by the private right-of-way or easement, such as a railroad right-of-way.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 1 DEFINITIONS (cont'd)**

**Service Date:** The first day following the date on which the Company notifies the Customer that the requested service or facility is available for use, unless extended by the Customer's refusal to accept service which does not conform to standards set forth in the Service Order or this tariff, in which case the Service Date is the date of the Customer's acceptance. The Company and Customer may mutually agree on a substitute Service Commencement Date.

**Service Order:** The written request for network services executed by the Customer and the Company in the format devised by the Company. The signing of a Service Order by the Customer and acceptance by the Company initiates the respective obligations of the parties as set forth therein and pursuant to this tariff, but the duration of the service is calculated from the Service Commencement Date.

**User or End User:** A Customer or any other person authorized by a Customer to use service provided under this tariff.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

## **SECTION 2 REGULATIONS**

### **2.1 Undertaking of the Company**

#### **2.1.1 Scope**

The Company undertakes to furnish communications service pursuant to the terms of this tariff and/or may any contract entered into between the Company and the Customer, in connection with one-way and/or two-way information transmission originating from points within the state of Kentucky, and terminating within a local calling area as defined herein.

The Company is responsible under this tariff only for the services and facilities provided hereunder, and it assumes no responsibility for any service provided by any other entity that purchases access to the Company network in order to originate or terminate its own services, or to communicate with its own Customers.

#### **2.1.2 Shortage of Equipment or Facilities**

- A) The Company reserves the right to limit or to allocate the use of existing facilities, or of additional facilities offered by the Company, when necessary because of lack of facilities, or due to some other cause beyond the Company's control.
- B) The furnishing of service under this tariff is subject to the availability on a continuing basis of all the necessary facilities and is limited to the capacity of the Company's facilities as well as facilities the Company may obtain from other carriers to furnish service from time to time as required at the sole discretion of the Company.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.3 Terms and Conditions**

- A) Service is provided on the basis of a minimum period of at least six months, 24-hours per day. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.
- B) Customers may be required to enter into written Service Orders ("Service Orders") which shall contain or reference a specific description of the service ordered, the rates to be charged, the duration of the services, and the terms and conditions in this tariff. Customers will also be required to execute any other documents as may be reasonably requested by the Company.
- C) Except as otherwise stated in the tariff, at the expiration of the initial term specified in each Service Order, or in any extension thereof, service shall continue on a month to month basis at the then current rates unless terminated by either party upon thirty (30) days written notice. Any termination shall not relieve the Customer of its obligation to pay any charges incurred under the Service Order and this tariff prior to termination. The rights and obligations which by their nature extend beyond the termination of the term of the Service Order shall survive such termination.
- D) Service may be terminated upon written notice to the Customer if:
  - 1) the Customer is using the service in violation of this tariff; or
  - 2) the Customer is using the service in violation of the law.
- E) This tariff shall be interpreted and governed by the laws of the State of Kentucky without regard for its choice of laws provision.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.3 Terms and Conditions (cont'd)**

- F) Any other company may not interfere with the right of any person or entity to obtain service directly from the Company. No person or entity shall be required to make any payment, incur any penalty, monetary or otherwise, or purchase any services in order to have the right to obtain service directly from the Company.
- G) The Company hereby reserves its rights to establish service packages specific to a particular Customer. These contracts may or may not be associated with volume and/or term discounts.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.4 Limitations on Liability**

**A) Indemnification by Customer**

The Customer and any authorized or joint users, jointly and severally shall indemnify, defend and hold the Company harmless against claims, loss, damage, expense (including attorneys' fees and court costs) for libel, slander, or infringement of copyright arising from the material transmitted over its facilities; against claims for infringement of patents arising from combining with, or using in connection with, facilities of the Company, equipment and systems of the Customer; and against all other claims arising out of any act or omission of the Customer in connection with facilities provided by the Company or the Customer. In the event any such infringing use is enjoined, the Customer, authorized user or joint user at its option and expense, shall obtain immediately a dismissal or stay of such injunction, obtain a license or other agreement so as to extinguish any claim of infringement, or terminate the claimed infringing use or modify such infringement.

The Customer and any authorized or joint users, jointly and severally shall also indemnify, defend and hold the Company harmless against: (1) all other claims arising out of any act or omission of the Customer or any person utilizing the Customer's codes, services, or facilities, with or without the consent or knowledge of the Customer; (2) all claims, demands, losses or liabilities including, but not limited to, fees and expenses of counsel arising out of any damage to business property, or injury to, or death of any person, occasioned by, or in connection with, any act or omission of the Customer or of any person utilizing the Customer's codes, services, equipment, or facilities, with or without the consent or knowledge of the Customer.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.4 Limitations on Liability (cont'd)**

Service is furnished subject to the conditions that it will not be used: (1) to make foul or profane expressions, (2) to impersonate another person with fraudulent or malicious intent, (3) to call another person so frequently, or at such times, or in any other manner so as to annoy, abuse, threaten, or harass the other person, (4) for any other unlawful purpose, or (5) in such a manner as to interfere with the use of the service by any other user.

**A) Customer-Provided Equipment**

The service and facilities furnished by the Company are subject to the following limitations: the Company shall not be liable for damage arising out of mistakes, omissions, interruptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the facilities of the Company caused by Customer-provided equipment or premises wire.

**B) Use of Facilities of Other Companies**

When the facilities of other companies are used in establishing a connection, the Company is not liable for any act, error, omission, or interruption caused by the other company or their agents or employees. This includes the provision of a signaling system database by another company.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.4 Limitations on Liability (cont'd)**

**D) Liability of the Company**

No liability of any nature whatsoever, including but not limited to consequential damages, shall attach to the Company for damages arising from errors, mistakes, omissions, interruptions, or delays of the Company, or its agents, servants, or employees, in the course of establishing, furnishing, rearranging, moving, terminating, or changing regulated or nonregulated service or facilities (including the obtaining or furnishing of information in respect thereof or with respect to the Customers of the service or facilities) in the absence of gross negligence or willful misconduct.

The Company is not liable under any circumstances for any act, omission, error, mistake, interruption or delay of any connecting carrier or its agents, servants or employees; nor will the Company have any such liability for providers of connections, equipment, facilities, or services other than the Company or its agents, servants, or employees.

The Company will not be liable under any circumstances for any act, omission, error, mistake, interruption or delay of any person or entity owning telecommunications facilities used by the Customer in conjunction with the Company's service; or for the culpable conduct of the Customer, its agents, servants, employees, invitees, or guests, or failures of equipment, facilities or connections provided by the Customer.

The Company is not liable for interruptions, errors, delays, or defects in transmission when caused by acts of God, war, fire, riots, government authorities, or other causes beyond the Company's control.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.4 Limitations on Liability (cont'd)**

- E) Approval of the above tariff language by the Kentucky PSC does not constitute a determination by the Commission that the limitation of liability imposed by the Company should be upheld by a court of law. Approval by the Commission merely recognizes that since it is the court's responsibility to adjudicate negligence and consequential damage claims, it is also the court's responsibility to determine the validity of the exculpatory clause(s).

**2.1.5 Notification of Service-Affecting Activities**

The Company will provide the Customer reasonable notification of service affecting activities that may occur in normal operation of its business. Such activities may include, but are not limited to, equipment or facilities additions, or removals or rearrangements and routine preventative maintenance. Generally, such activities are not specific to an individual Customer but affect many Customers' services. No specific advance notification period is applicable to all service activities. The Company will work cooperatively with the Customer to determine the reasonable notification requirements. With some emergency or unplanned service-affecting conditions, such as an outage resulting from cable damage, notification to the Customer may not be possible.

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.6 Provision of Equipment and Facilities**

- A) The Company shall use reasonable efforts to maintain only the facilities and equipment that it furnishes to the Customer. The Customer may not disconnect, remove, attempt to repair, or otherwise interfere with any of the facilities or equipment installed by the Company, nor may the Customer permit others to do so, except upon the written consent of the Company.
- B) The Company may substitute, change or rearrange any equipment or facility at any time and from time to time, but shall not thereby alter the technical parameters of the service provided the Customer.
- C) Equipment the Company provides or installs at the Customer's Premises for use in connection with the services the Company offers shall not be used for any purpose other than that for which the equipment is provided.
- D) Except as otherwise indicated, Customer-provided station equipment at the Customer's premises for use in connection with this service shall be so constructed, maintained and operated as to work satisfactorily with the facilities of the Company.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.6 Provision of Equipment and Facilities (cont'd)**

- E) The Company shall not be responsible for the installation, operation, or maintenance of any Customer-provided communications equipment. Where such equipment is connected to the facilities furnished pursuant to this tariff, the responsibility of the Company shall be limited to the furnishing of facilities offered under this tariff and to the maintenance and operation of such facilities. Subject to this responsibility, the Company shall not be responsible for:
- 1) the through transmission of signals by Customer-provided equipment or for the quality of, or defects in, such transmission; or
  - 2) the reception of signals by Customer-provided equipment; or
  - 3) network control signaling where such signaling is performed by Customer-provided network control signaling equipment.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.7 Directory Errors**

In the absence of gross negligence or willful misconduct and except for the allowances stated below, no liability for damages arising from errors or mistakes in or omissions of directory listings, or errors or mistakes in or omissions of listings obtainable from the directory assistance operator, including errors in the reporting therefor, shall attach to the Company.

An allowance for errors or mistakes in or omissions of published directory listings for errors or mistakes in or omissions of listings obtainable from the directory assistance operator shall be given as follows:

- 1) Free Listings: For free or no-charge published directory listings, credit shall be given at the rate of two times the monthly tariff rate for an additional or charge listing for each individual, auxiliary or party line, PBX trunk or Centrex attendant loop affected, for the life of the directory or the charge period during which the error, mistake or omission occurs.
- 2) Charge Listings: For additional or charge published directory listings, credit shall be given at the monthly tariff rate for each such listing for the life of the directory or the charge period during which the error, mistake or omission occurs.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.7 Directory Errors (cont'd)**

- 3) Operator Records: For free or charge listings obtainable from records used by the directory assistance operator, upon notification to the Company of the error, mistake or omission in such records by the Customer, the Company shall be allowed a period of three business days to make a correction. If the correction is not made in that time, credit shall be given at the rate of 2/30ths of the basic monthly rate for the line or lines in question for each day thereafter that the records remain uncorrected. (Where Centrex attendant loops are involved, credit shall be given at the rate of 2/30th of the basic monthly rate for PBX trunks.)
- 4) Credit Limitation: The total amount of the credit provided for the preceding paragraphs 1, 2, and 3 shall not exceed, on a monthly basis, the total of the charges for each charge listing plus the basic monthly rate, as specified in paragraph 3, for the line or lines in question.
- 5) Definitions: As used in Paragraphs 1, 2, 3, and 4 above, the terms "error", "mistake" or "omission" shall refer to a discrepancy in the directory listing or directory assistance records which the Company has failed to correct and where the error affects the ability to locate a particular Customer's correct telephone number. The terms shall refer to addresses only to the extent that an error, mistake or omission of an address places the Customer on an incorrect street or in an incorrect community.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.7 Directory Errors (cont'd)**

- 6) Notice: Such allowances or credits as specified in Paragraphs 1, 2, and 3 above, shall be given upon notice to the Company by the Customer that such error, mistake, or omission has occurred; provided however, that when it is administratively feasible for the Company to have knowledge of such error, mistake or omission, the Company shall give credit without the requirement of notification by the Customer.
- 7) When a Customer transfers to the Company from a prior local exchange carrier with ported numbers, the Company assumes no liability for any pre-existing directory errors associated with the ported numbers.
- 8) The Customer is responsible for any charges imposed by his or her prior local exchange carrier for any directory services obtained from such local exchange carrier with respect to transferred lines.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.8 Special Construction**

Subject to the agreement of the Company and to all of the regulations contained in this tariff, special construction of facilities may be undertaken on a reasonable efforts basis at the request of the Customer. Special construction is construction undertaken:

- A) where facilities are not presently available, and there is no other requirement for the facilities so constructed;
- B) of a type other than that which the Company would normally utilize in the furnishing of its services;
- C) over a route other than that which the Company would normally utilize in the furnishing of its services;
- D) in a quantity greater than that which the Company would normally construct;
- E) on an expedited basis;
- F) on a temporary basis until permanent facilities are available;
- G) involving abnormal costs; or
- H) in advance of its normal construction.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.1 Undertaking of the Company (cont'd)**

**2.1.9 Ownership of Facilities**

Title to all facilities provided in accordance with this tariff remains in the Company, its partners, agents, contractors or suppliers.

**2.1.10 Governmental Authorizations**

The provision of services is subject to and contingent upon the Company obtaining and retaining such approvals, consents, governmental authorizations, licenses, and permits as may be required or be deemed necessary by the Company. The Company shall use reasonable efforts to obtain and keep in effect all such approvals, consents, authorizations, licenses and permits that may be required to be obtained by it. The Company shall be entitled to take and shall have no liability whatsoever, for any action necessary to bring the services into conformance with any rules, regulations, orders, decisions, or directives imposed by the Federal Communications Commission, the Kentucky PSC, or any other applicable agency, and the Customer shall fully cooperate in and take such actions as may be requested to comply with any such rules, regulations, orders, decisions or directives.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.2 Prohibited Uses**

- A) The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.
- B) The Company may require applicants for service who intend to use the Company's offerings for resale and/or for shared use to file a letter with the Company confirming that their use of the Company's offerings complies with relevant laws and the Kentucky PSC's regulations, policies, orders, and decisions.
- C) The Company may block any signals being transmitted over its network by Customers which cause interference to the Company or other users. The Customer shall be relieved of all obligations to make payments for charges relating to any blocked service and shall indemnify the Company for any claim, judgment or liability resulting from such blockage.
- D) A Customer, joint user, or authorized user may not assign, or transfer in any manner, the service or any rights associated with the service without the written consent of the Company. The Company will permit a Customer to transfer its existing service to another entity if the existing Customer has paid all charges owed to the Company for regulated communications services. Such a transfer will be treated as a disconnection of existing service and installation of new service, and Nonrecurring installation charges as stated in this tariff will apply.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.3 Obligations of the Customer**

**2.3.1 General**

The Customer shall be responsible for:

- A) the payment of all applicable charges pursuant to this tariff and/or the contract by which the Customer takes service;
- B) damage to or loss of the Company's facilities or equipment caused by the acts or omissions of the Customer; or the noncompliance by the Customer, with these regulations; or by fire or theft or other casualty on the Customer's Premises, unless caused by the negligence or willful misconduct of the employees or agents of the Company;
- C) providing at no charge, as specified from time to time by the Company, any needed equipment, space and power to operate Company facilities and equipment installed on the premises of the Customer, and the level of heating and air conditioning necessary to maintain the proper operating environment on such premises;
- D) obtaining, maintaining, and otherwise having full responsibility for all rights-of-way and conduit necessary for installation of fiber optic cable and associated equipment used to provide telecommunications services to the Customer from the cable building entrance or property line to the location of the equipment space described in Section 2.3.1(C). Any and all costs associated with the obtaining and maintaining the rights-of-way described herein, including the costs of altering the structure to permit installation of the Company provided facilities, shall be borne entirely by, or may be charged by the Company to the Customer. The Company may require the Customer to demonstrate its compliance with this Section prior to accepting an order for service.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.3 Obligations of the Customer (cont'd)**

**2.3.1 General (cont'd)**

- E) providing a safe place to work and complying with all laws and regulations regarding the working conditions on the premises at which the Company's employees and agents shall be installing or maintaining the Company's facilities and equipment. The Customer may be required to install and maintain the Company's facilities and equipment within a hazardous area if, in the Company's opinion, injury or damage to the Company's employees or property might result from installation or maintenance by the Company. The Customer shall be responsible for identifying, monitoring, removing and disposing of any hazardous material (e.g., friable asbestos) prior to any construction or installation work;
- F) complying with all laws and regulations applicable to, and obtaining all consents, approvals, licenses and permits as may be required with respect to, the location of the Company's facilities and equipment in any Customer's premises or the rights-of-way for which Customer is responsible under Section 2.3.1(D); and granting or obtaining permission for the Company's agents or employees to enter the premises of the Customer at any time for the purpose of installing, inspecting, maintaining, repairing, or upon termination of service as stated herein, removing the facilities or equipment of the Company;
- G) not creating or allowing to be placed any liens or other encumbrances on the Company's equipment or facilities; and
- H) making the Company's facilities and equipment available periodically for maintenance purposes at a time agreeable to both the Company and the Customer. No allowance will be made for the period during which service is interrupted for such purposes.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.3 Obligations of the Customer (cont'd)**

**2.3.2 Liability of the Customer**

- A) The Customer will be liable for damages to the facilities of the Company and for all incidental and consequential damages caused by the negligent or intentional acts or omissions of the Customer, its officers, employees, agents, invitees, or contractors where such acts or omissions are not the direct result of the Company's negligence or intentional misconduct.
- B) To the extent caused by any negligent or intentional act of the Customer as described in (A), preceding, the Customer shall indemnify, defend and hold harmless the Company from and against all claims, actions, damages, liabilities, costs and expenses, including reasonable attorneys' fees, for (1) any loss, destruction or damage to property of any third party, and (2) any liability incurred by the Company to any third party pursuant to this or any other tariff of the Company, or otherwise, for any interruption of, interference to, or other defect in any service provided by the Company to such third party.
- C) The Customer shall not assert any claim against any other Customer or user of the Company's services for damages resulting in whole or in part from or arising in connection with the furnishing of service under this tariff including but not limited to mistakes, omissions, interruptions, delays, errors or other defects or misrepresentations, whether or not such other Customer or user contributed in any way to the occurrence of the damages, unless such damages were caused solely by the negligent or intentional act or omission of the other Customer or user and not by any act or omission of the Company. Nothing in this tariff is intended either to limit or to expand Customer's right to assert any claims against third parties for damages of any nature other than those described in the preceding sentence.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.4 Customer Equipment and Channels**

**2.4.1 General**

A user may transmit or receive information or signals via the facilities of the Company. The Company's services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with the Company's equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

**2.4.2 Station Equipment**

- A) Terminal equipment on the user's premises and the electric power consumed by such equipment shall be provided by and maintained at the expense of the user. The user is responsible for the provision of wiring or cable to connect its terminal equipment to the Company point of presence.
- B) The Customer is responsible for ensuring that Customer-provided equipment connected to Company equipment and facilities is compatible with such equipment and facilities. The magnitude and character of the voltages and currents impressed on Company-provided equipment and wiring by the connection, operation, or maintenance of such equipment and wiring shall be such as not to cause damage to the Company-provided equipment and wiring or injury to the Company's employees or to other persons. Any additional protective equipment required to prevent such damage or injury shall be provided by the Company at the Customer's expense, subject to prior Customer approval of the equipment expense.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.4 Customer Equipment and Channels (cont'd)**

**2.4.3 Interconnection of Facilities**

**A) Local Traffic Exchange**

Local Traffic Exchange provides the ability for another local exchange provider to terminate local traffic on the Company's network. In order to qualify for Local Traffic Exchange the call must: (a) be originated by an end user of a company that is authorized by the Kentucky PSC to provide local exchange service; (b) originate and terminate within a local calling area of the Company.

- B) Any special interface equipment necessary to achieve compatibility between the facilities and equipment of the Company used for furnishing Communications Services and the channels, facilities, or equipment of others shall be provided at the Customer's expense.
- C) Communications Services may be connected to the services or facilities of other communications carriers only when authorized by, and in accordance with, the terms and conditions of the tariffs of the other communications carriers which are applicable to such connections.
- D) Facilities furnished under this tariff may be connected to Customer-provided terminal equipment in accordance with the provisions of this tariff. All such terminal equipment shall be registered by the Federal Communications Commission pursuant to Part 68 of Title 47, Code of Federal Regulations; and all user-provided wiring shall be installed and maintained in compliance with those regulations.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.4 Customer Equipment and Channels (cont'd)**

**2.4.4 Inspections**

- A) Upon suitable notification to the Customer, and at a reasonable time, the Company may make such tests and inspections as may be necessary to determine that the Customer is complying with the requirements set forth in Section 2.4.2(B) for the installation, operation, and maintenance of Customer-provided facilities, equipment, and wiring in the connection of Customer-provided facilities and equipment to Company-owned facilities and equipment.
- B) If the protective requirements for Customer-provided equipment are not being complied with, the Company may take such action as it deems necessary to protect its facilities, equipment, and personnel. The Company will notify the Customer promptly if there is any need for further corrective action. Within ten days of receiving this notice, the Customer must take this corrective action and notify the Company of the action taken. If the Customer fails to do this, the Company may take whatever additional action is deemed necessary, including the suspension of service, to protect its facilities, equipment and personnel from harm.

If harm to the Company's network, personnel or services is imminent, the Company reserves the right to shut down Customer's service immediately, with no prior notice required.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.5 Customer Deposits and Advance Payments**

**2.5.1 Advance Payments**

To safeguard its interests, the Company may require a Customer to make an advance payment before services and facilities are furnished or where special construction is involved. The advance payment will not exceed an amount equal to the nonrecurring charge(s) and one (1) month's charges for the service or facilities. In addition, the advance payment may also include an amount equal to the estimated nonrecurring charges for the special construction and recurring charges (if any) for a period to be set between the Company and the Customer. The advance payment will be credited to the Customer's initial bill. Advance payments do not accrue interest. An advance payment may be required in addition to a deposit.

**2.5.2 Deposits**

- A) To safeguard its interests, the Company may require the Customer to make a deposit to be held as a guarantee for the payment of charges. A deposit may be required if the Customer's financial condition is not acceptable to the Company or is not a matter of general knowledge. A deposit does not relieve the Customer of the responsibility for the prompt payment of bills on presentation. The deposit will not exceed an amount equal to two (2) month's charges for tariffed services plus 30% of the monthly estimated charge for a specified Customer or; two (2) month's charges for a service or facility which has a minimum payment period of one month.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.5 Customer Deposits and Advance Payments (cont'd)**

**2.5.2 Deposits (cont'd)**

- B) A deposit may be required in addition to an advance payment.
- C) Upon discontinuance of service, the Company, within forty-five (45) days, shall automatically refund the Customer's deposit plus accrued interest, or the balance, if any, in excess of the unpaid bills including any penalties assessed for service furnished by the Company.
- D) Deposits held for 180 days or longer will accrue interest at the rate of 6% per annum. Deposits held for less than 180 days will not accrue interest.
- E) To safeguard its interests, the Company may require a residential Customer to make a deposit to be held as a guarantee for the payment of charges in accordance with Kentucky rules and laws.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.6 Payment Arrangements**

**2.6.1 Payment for Service**

The Customer is responsible for the payment of all charges for facilities and services furnished by the Company to the Customer.

**A) Taxes**

The Customer is responsible for the payment of federal excise taxes, state and local sales and use taxes and similar taxes imposed by governmental jurisdictions, all of which shall be separately designated on the Company's invoices.

Certain telecommunications services are subject to state sales tax at the prevailing tax rates, if the services originate, or terminate in Kentucky, or both, and are charged to a Customer's telephone number or account in Kentucky.

**2.6.2 Billing and Collection of Charges**

The Customer is responsible for payment of all charges incurred by the Customer or other users for services and facilities furnished to the Customer by the Company.

- A) Nonrecurring charges are due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company.
- B) The Company shall present invoices for recurring charges monthly to the Customer, in advance of the month in which service is provided, and recurring charges shall be due and payable within thirty (30) days after the date the invoice is mailed to the Customer by the Company. When billing is based upon Customer usage, usage charges will be billed monthly for the preceding billing period.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.6 Payment Arrangements, (cont'd)**

**2.6.2 Billing and Collection of Charges, (cont'd)**

- C) When service does not begin on the first day of the month, or end on the last day of the month, the charge for the fraction of the month in which service was furnished will be calculated on a pro rata basis. For this purpose, every month is considered to have thirty (30) days.
- D) Billing of the Customer by the Company will begin on the service commencement date, which is the day on which the Company notifies the Customer that the service or facility is available for use, except that the service commencement date may be postponed by mutual agreement of the parties, or if the service or facility does not conform to standards set forth in this tariff or the Service Order. Billing accrues through and includes the day that the service, circuit, arrangement or component is discontinued.
- E) If any portion of the payment is received by the Company after the date due, or if any portion of the payment is received by the Company in funds which are not immediately available upon presentment, then a late payment penalty shall be due to the Company. A late payment charge of 1.5% per month, for bills not paid within 30 days of receipt, is not applicable to subsequent rebilling of any amount to which a late payment charge has already been applied. Late payment charges are to be applied without discrimination.
- F) The Customer should notify the Company of any disputed items on an invoice within thirty (30) days of receipt of the invoice. If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky PSC in accordance with the Commission's rules of procedure. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.6 Payment Arrangements (cont'd)**

**2.6.2 Billing and Collection of Charges (cont'd)**

- G) If service is disconnected by the Company (in accordance with Section 2.6.3 following) and later re-installed, re-installation of service will be subject to all applicable installation charges. If service is suspended by the Company (in accordance with Section 2.6.3 following) and later restored, restoration of service will be subject to the rates in this tariff.

**2.6.3 Discontinuance of Service for Cause**

Unless otherwise stated, the Customer will be given ten (10) days' written notice and allowed a reasonable time to comply with any rule or to remedy any deficiency. All notices given shall comply with 807 KAR 5:006, Section 13(5).

- A) Upon nonpayment of any amounts owing to the Company, the Company may, by giving five (5) business days' prior written notice to the Customer, discontinue or suspend service without incurring any liability, to the extent permitted to do so by law.
- B) Upon violation of any of the other material terms or conditions for furnishing service the Company may, by giving ten (10) days' prior written notice to the Customer, discontinue or suspend service without incurring any liability if such violation continues during that period.
- C) Upon condemnation of any material portion of the facilities used by the Company to provide service to a Customer or if a casualty renders all or any material portion of such facilities inoperable beyond feasible repair, the Company, by notice to the Customer, may discontinue or suspend service without incurring any liability.
- D) Upon the Customer's insolvency, assignment for the benefit of creditors, filing for bankruptcy or reorganization, or failing to discharge an involuntary petition within the time permitted by law, the Company may immediately discontinue or suspend service without incurring any liability.

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.6 Payment Arrangements (cont'd)**

**2.6.3 Discontinuance of Service for Cause (cont'd)**

- E) Upon any governmental prohibition or governmental required alteration of the services to be provided or any violation of an applicable law or regulation, the Company may immediately discontinue service without incurring any liability.
- F) In the event of fraudulent use of the Company's network, the Company may without notice suspend or discontinue service. The Customer will be liable for all related costs. The Customer will also be responsible for payment of any reconnection charges.
- G) Upon the Company's discontinuance of service to the Customer under Section 2.6.3(A) or 2.6.3(B), the Company, in addition to all other remedies that may be available to the Company at law or in equity or under any other provision of this tariff, may declare all future monthly and other charges which would have been payable by the Customer during the remainder of the term for which such services would have otherwise been provided to the Customer to be immediately due and payable (discounted to present value at six percent).
- H) The Customer is responsible for providing adequate access lines to enable the Company to terminate all toll free (i.e., 800/888) Service calls to the Customer's telephone equipment. Should the Customer have insufficient access lines on which to terminate toll free Service calls, the Company reserves the right to request the Customer to add additional lines for call terminations. If, after ninety (90) days, the Customer has not made the requested change, the Company, without incurring any liability, reserves the right to terminate the Customer's toll free service, with thirty (30) days written notice.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.6 Payment Arrangements (cont'd)**

**2.6.4 Notice to Company for Cancellation of Service**

Customers desiring to terminate service shall provide the Company thirty (30) days written notice of desire to terminate service.

**2.6.5 Cancellation of Application for Service**

- A) Where the Company permits the Customer to cancel an application for service prior to the start of service or prior to any special construction, no charges will be imposed except for those specified below.
- B) Where, prior to cancellation by the Customer, the Company incurs any expenses in installing the service or in preparing to install the service that it otherwise would not have incurred, a charge equal to the costs the Company incurred, less net salvage, shall apply, but in no case shall this charge exceed the sum of the charge for the minimum period of services ordered, including installation charges, and all charges others levied against the Company that would have been chargeable to the Customer had service begun.
- C) Where the Company incurs any expense in connection with special construction, or where special arrangements of facilities or equipment have begun, before the Company receives a cancellation notice, a charge equal to the costs incurred, less net salvage, may apply. In such cases, the charge will be based on such elements as the cost of the equipment, facilities, and material, the cost of installation, engineering, labor, and supervision, general and administrative expense, other disbursements, depreciation, maintenance, taxes, provision for return on investment, and any other costs associated with the special construction or arrangements.
- D) The special charges described in 2.6.5(A) through 2.6.5(C) will be calculated and applied on a case-by-case basis.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.6 Payment Arrangements (cont'd)**

**2.6.6 Changes in Service Requested**

If the Customer makes or requests material changes in circuit engineering, equipment specifications, service parameters, premises locations, or otherwise materially modifies any provision of the application for service, the Customer's installation fee shall be adjusted accordingly.

**2.6.7 Returned Check Charges**

A charge will be assessed for all checks returned by drawee bank or other financial institution for: insufficient or uncollected funds, closed account, apparent tampering, missing signature or endorsement, or any other insufficiency or discrepancy necessitating return of the instrument at the discretion of the drawee bank or other financial institution.

Bad Check Charges:           \$20.00

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.7 Allowances for Interruptions in Service**

**2.7.1 General**

- A) A credit allowance will be given when service is interrupted, except as specified in Section 2.7.2 following. A service is interrupted when it becomes inoperative to the Customer, e.g., the Customer is unable to transmit or receive, because of a failure of a component furnished by the Company under this tariff.
- B) An interruption period begins when the Customer reports a service, facility or circuit to be inoperative and, if necessary, releases it for testing and repair. An interruption period ends when the service, facility or circuit is operative.
- C) If the Customer reports a service, facility or circuit to be interrupted but declines to release it for testing and repair, or refuses access to its premises for test and repair by the Company, the service, facility or circuit is considered to be impaired but not interrupted. No credit allowances will be made for a service, facility or circuit considered by the Company to be impaired.
- D) The Customer shall be responsible for the payment of service charges as set forth herein for visits by the Company's agents or employees to the premises of the Customer when the service difficulty or trouble report results from the use of equipment or facilities provided by any party other than the Company, including but not limited to the Customer.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.7 Allowances for Interruptions in Service (cont'd)**

**2.7.2 Limitations of Allowances**

No credit allowance will be made for any interruption in service:

- A) Due to the negligence of or noncompliance with the provisions of this tariff by any person or entity other than the Company, including but not limited to the Customer;
- B) Due to the failure of power, equipment, systems, connections or services not provided by the Company;
- C) Due to circumstances or causes beyond the reasonable control of the Company;
- D) During any period in which the Company is not given full and free access to its facilities and equipment for the purposes of investigating and correcting interruptions;
- E) A service will not be deemed to be interrupted if a Customer continues to voluntarily make use of the such service. If the service is interrupted, the Customer can get a service credit, use another means of communications provided by the Company (pursuant to Section 2.7.3), or utilize another service provider;
- F) During any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- G) That occurs or continues due to the Customer's failure to authorize replacement of any element of special construction; and
- H) That was not reported to the Company within thirty (30) days of the date that service was affected.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.7 Allowances for Interruptions in Service (cont'd)**

**2.7.3 Use of Another Means of Communications**

If the Customer elects to use another means of communications during the period of interruption, the Customer must pay the charges for the alternative service used.

**2.7.4 Application of Credits for Interruptions in Service**

A) Credits for interruptions in service that are provided and billed on a flat rate basis for a minimum period of at least one month, beginning on the date that billing becomes effective, shall in no event exceed an amount equivalent to the proportionate charge to the Customer for the period of service during which the event that gave rise to the claim for a credit occurred. A credit allowance is applied on a pro rata basis against the rates specified hereunder and is dependent upon the length of the interruption. Only those facilities on the interrupted portion of the circuit will receive a credit.

B) For calculating credit allowances, every month is considered to have thirty (30) days.

C) A credit allowance will be given for interruptions of thirty (30) minutes or more. Two or more interruptions of fifteen (15) minutes or more during any one 24-hour period shall be combined into one cumulative interruption.

**D) Interruptions of 24 Hours or Less**

<u>Length of Interruption</u>	<u>Interruption Period To Be Credited</u>
Less than 30 minutes	None
30 minutes up to but not including 3 hours	1/10 Day
3 hours up to but not including 6 hours	1/5 Day
6 hours up to but not including 9 hours	2/5 Day
9 hours up to but not including 12 hours	3/5 Day
12 hours up to but not including 15 hours	4/5 Day
15 hours up to but not including 24 hours	One Day

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.7 Allowances for Interruptions in Service (cont'd)**

**2.7.4 Application of Credits for Interruptions in Service (cont'd)**

- F) Over 24 Hours and Less Than 72 Hours. Interruptions over 24 hours and less than 72 hours will be credited 1/5 day for each 3-hour period or fraction thereof. No more than one full day's credit will be allowed for any period of 24 hours.
- F) Interruptions Over 72 Hours. Interruptions over 72 hours will be credited 2 days for each full 24-hour period. No more than thirty (30) days' credit will be allowed for any one month period.

**2.7.5 Limitations on Allowances**

No credit allowance will be made for:

- A) interruptions due to the negligence of or noncompliance with the provisions of this tariff by the Customer, authorized user or joint user;
- B) interruptions due to the negligence of any person other than the Company, including but not limited to the Customer;
- C) interruptions of service during any period in which the Company is not given full access to its facilities and equipment for the purpose of investigating and correcting interruptions;
- D) interruptions of service during a period in which the Customer continues to use the service on an impaired basis,
- E) interruptions of service during any period when the Customer has released service to the Company for maintenance purposes or for implementation of a Customer order for a change in service arrangements;
- F) interruption of service due to circumstances or causes beyond the reasonable control of Company; and

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.7 Allowances for Interruption in Service (cont'd)**

**2.7.5 Limitations on Allowances (cont'd)**

- G) that occur or continue due to the Customer's failure to authorize replacement of any element of special construction.

**2.7.6 Cancellation For Service Interruption**

Cancellation or termination for service interruption is permitted only if any circuit experiences a single continuous outage of eight (8) hours or more or cumulative service credits equaling sixteen (16) hours in a continuous twelve (12) month period. The right to cancel service under this provision applies only to the single circuit which has been subject to the outage or cumulative service credits.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.8 Cancellation of Service/Termination Liability**

If a Customer cancels a Service Order or terminates services before the completion of the term for any reason other than a service interruption (as defined in Section 2.7.1) or where the Customer breaches the terms in the Service Order, the Customer may be requested by the Company to pay to Company termination liability charges, which are defined below. These charges shall become due and owing as of the effective date of the cancellation or termination and be payable within the period set forth in Section 2.6.2.

**2.8.1 Termination Liability**

Customer's termination liability for cancellation of service shall be equal to:

- A) all unpaid nonrecurring charges reasonably expended by Company to establish service to Customer, plus;
- B) any disconnection, early cancellation or termination charges reasonably incurred and paid to third parties by Company on behalf of Customer, plus;
  - (i) all recurring charges specified in the applicable Service Order for the balance of the then current term discounted at the prime rate announced in the Wall Street Journal on the third business day following the date of cancellation;
- D) minus a reasonable allowance for costs avoided by the Company as a direct result of Customer's cancellation.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.9 Customer Liability for Unauthorized Use of the Network**

Unauthorized use of the network occurs when a person or entity that does not have actual, apparent, or implied authority to use the network, obtains the Company's services provided under this tariff

**2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network**

- A) The Customer is liable for the unauthorized use of the network obtained through the fraudulent use of a Company calling card, if such a card is offered by the Company, or an accepted credit card, provided that the unauthorized use occurs before the Company has been notified.
- B) A Company calling card is a telephone calling card issued by the Company at the Customer's request, which enables the Customer or user(s) authorized by the Customer to place calls over the network and to have the charges for such calls billed to the Customer's account.

An accepted credit card is any credit card that a cardholder has requested or applied for and received, or has signed, used, or authorized another person to use to obtain credit. Any credit card issued as a renewal or substitute in accordance with this paragraph is an accepted credit card when received by the cardholder.

- C) The Customer must give the Company written or oral notice that an unauthorized use of a Company calling card or an accepted credit card has occurred or may occur as a result of loss, and/or theft.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.9 Customer Liability for Unauthorized Use of the Network (cont'd)**

**2.9.1 Customer Liability for Fraud and Unauthorized Use of the Network (cont'd)**

- D) The Customer is responsible for payment of all charges for calling card services furnished to the Customer or to users authorized by the Customer to use service provided under this tariff, unless due to the negligence of the Company. This responsibility is not changed due to any use, misuse, or abuse of the Customer's service or Customer-provided equipment by third parties, the Customer's employees, or the public.

The liability of the Customer for unauthorized use of the network by credit card fraud will not exceed the lesser of fifty dollars (\$50.00) or the amount of money, property, labor, or services obtained by the unauthorized user before notification to the Company.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.10 Use of Customer's Service by Others**

**2.10.1 Resale and Sharing**

There are no prohibitions or limitations on the resale of services. Any service provided under this tariff may be resold to or shared with other persons at the option of Customer, subject to compliance with any applicable laws of the Kentucky Public Service Commission's regulations governing such resale or sharing. The Customer remains solely responsible for all use of services ordered by it or billed to its telephone number(s) pursuant to this tariff, for determining who is authorized to use its services, and for notifying the Company of any unauthorized use.

**2.10.2 Joint Use Arrangements**

Joint use arrangements will be permitted for all services provided under this tariff. From each joint use arrangement, one member will be designated as the Customer responsible for the manner in which the joint use of the service will be allocated. The Company will accept orders to start, rearrange, relocate, or discontinue service only from the Customer. Without affecting the Customer's ultimate responsibility for payment of all charges for the service, each joint user shall be responsible for the payment of the charges billed to it.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.11 Services to Hearing Impaired**

**2.11.1** Residential Hearing Impaired Customers or Hearing Impaired members of a Customer's household, upon written application and upon certification of their impaired status, which is evidenced by either a certificate from a physician, health care official, or state agency, or a diploma from an accredited educational institution for the impaired, may receive a discount off their message toll service rates, and, if they utilize telebraille devices, they may receive free access to local and intrastate long distance directory assistance. Additionally, TDD lines maintained by nonprofit organizations and governmental agencies, upon written application and verification that such lines are maintained for the benefit of the impaired may receive a discount off their message toll service rates.

**2.11.2** Upon receipt of the appropriate application, and certification or verification, the following discounts off basic message toll service shall be made available for the benefit of the Hearing Impaired: the evening discount off the intrastate, interexchange, customer-dialed, station to station calls originating 8:00 a.m. to 4:59 p.m. Monday through Friday; the night/weekend discount off the intrastate, interexchange, customer-dialed, station to station calls originating 5:00 p.m. to 10:59 p.m. Sunday through Friday, and New Year's Day, Independence Day, Labor Day, Thanksgiving, and Christmas

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.12 Transfers and Assignments**

Neither the Company nor the Customer may assign or transfer its rights or duties in connection with the services and facilities provided by the Company without the written consent of the other party, except that the Company may assign its rights and duties:

- A) to any subsidiary, parent company or affiliate of the Company; or
- B) pursuant to any sale or transfer of substantially all the assets of the Company; or
- C) pursuant to any financing, merger or reorganization of the Company.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.13 Notices and Communications**

- 2.13.1** The Customer shall designate on the Service Order an address to which the Company shall mail or deliver all notices and other communications, except that Customer may also designate a separate address to which the Company's bills for service shall be mailed.
- 2.13.2** The Company shall designate on the Service Order an address to which the Customer shall mail or deliver all notices and other communications, except that Company may designate a separate address on each bill for service to which the Customer shall mail payment on that bill.
- 2.13.3** Except as otherwise stated in this tariff, all notices or other communications required to be given pursuant to this tariff will be in writing. Notices and other communications of either party, and all bills mailed by the Company, shall be presumed to have been delivered to the other party on the third business day following placement of the notice, communication or bill with the U.S. Mail or a private delivery service, prepaid and properly addressed, or when actually received or refused by the addressee, whichever occurs first.
- 2.13.4** The Company or the Customer shall advise the other party of any changes to the addresses designated for notices, other communications or billing, by following the procedures for giving notice set forth herein.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 2 REGULATIONS (cont'd)**

**2.14 Primary Interexchange Carrier (PIC) Selection**

**2.14.1 General**

Within the first thirty (30) days of new service, a Customer may change his or her interLATA and/or intraLATA long distance carrier at no charge. After this thirty (30) day period, the Customer will incur a charge each time there is a change in either the interLATA or intraLATA long distance carrier associated with the Customer's line after the initial installation of service. If the Customer changes the interLATA and the intraLATA carrier on the same order, only one charge will be assessed.

**2.14.2 Options**

Option A: Customer may select the Company as the presubscribed carrier for IntraLATA toll calls subject to presubscription.

Option B: Customer may select her/his interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option C: Customer may select a carrier other than the Company or the Customer's interLATA toll carrier as the presubscribed carrier for intraLATA toll calls subject to presubscription.

Option D: Customer may select no presubscribed carrier for intraLATA toll calls subject to presubscription which will require the Customer to dial a carrier access code to route all intraLATA toll calls to the carrier of choice for each call.

**2.14.3 Primary Interexchange Carrier Change Charges**

**A) Application of Charges**

After a Customer's initial selection of a toll carrier, for any change thereafter, a nonrecurring PIC Change Charge will apply.

**B) Nonrecurring Charges**

Per business line or trunk \$5.00

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

### SECTION 3 APPLICATION OF RATES

#### 3.1 Introduction

The regulations set forth in this Section govern the application of rates for services contained in all other Sections of this tariff.

#### 3.2 Usage Based Charges

Where charges for a service are specified based on the duration of use, such as the duration of a telephone call, the following rules apply:

- 3.2.1 Calls are measured in billing increments identified for each service. All calls which are fractions of a measurement increment are rounded-up to the next whole unit.
- 3.2.2 Timing on completed calls begins when the call is answered by the called party. Answering is determined by hardware answer supervision in all cases where this signaling is provided by the terminating local carrier and any intermediate carrier(s). Timing for operator service person to person calls start with completion of the connection to the person called or an acceptable substitute, or to the PBX station called.
- 3.2.3 Timing terminates on all calls when the calling party hangs up or the Company's network receives an off-hook signal from the terminating carrier.
- 3.2.4 Calls originating in one time period and terminating in another will be billed in proportion to the rates in effect during different segments of the call.
- 3.2.5 All times refer to local time.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 3 APPLICATION OF RATES (cont'd)**

**3.3 Rates Based Upon Distance**

Where charges for a service are specified based upon distance, the following rules apply:

**3.3.1** Distance between two points is measured as airline distance between the rate centers of the originating and terminating telephone lines. The rate center is a set of geographic coordinates, as referenced in Local Exchange Routing Guide issued by Bellcore, associated with each NPA-NXX combination (where NPA is the area code and NXX is the first three digits of a seven-digit telephone number). Where there is no telephone number associated with an access line on the Company's network (such as a dedicated toll free service or WATS access line), the Company will apply the rate center of the Customer's main billing telephone number.

**3.3.2** The airline distance between any two rate centers is determined as follows:

- A) Obtain the "V" (vertical) and "H" (horizontal) coordinates for each Rate Center from the above-referenced Bellcore document.
- B) Compute the difference between the "V" coordinates of the two rate centers; and the difference between the two "H" coordinates.
- C) Square each difference obtained in step (b) above.
- D) Add the square of the "V" difference and the square of the "H" difference obtained in step C) above.
- E) Divide the sum of the squares by 10. Round to the next higher whole number if any fraction is obtained.
- F) Obtain the square root of the whole number result obtained above. Round to the next higher whole number if any fraction is obtained. This is the airline mileage.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 3 APPLICATION OF RATES (cont'd)**

**3.3 Rates Based Upon Distance (cont'd)**

**3.3.2** The airline distance between any two rate centers is determined as follows:  
(cont'd)

G) FORMULA =

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

**3.4 Additional Surcharges**

The Company may include surcharges on the Customer's bill as required by the Kentucky PSC, the state government or the federal government. Surcharges may include, but are not limited to: the High Cost Fund, the 9-1-1 Surcharge, the Low Income Telephone Assistance (Lifeline) Fund, the Telecommunications Relay Service Fund and the Universal Service Fund.

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 3 APPLICATION OF RATES (cont'd)**

**3.5 Service Order and Change Charges**

Nonrecurring charges apply to processing Service Orders for new service, for changes in service.

Per Order	\$50.20
Per Change	\$50.20

**3.6 Maintenance Visit Charges**

Maintenance Visit Charges apply when the Company dispatches personnel to a Customer's premises to perform work necessary for resolving troubles reported by the Customer and the trouble is found to be caused by the Customer's facilities.

Maintenance Visit Charges will be credited to the Customer's account in the event trouble is not found in the Company facilities, but the trouble is later determined to be in those facilities.

The time period for which the Maintenance Visit Charges is applied will commence when Company personnel are dispatched at the Customer's premises and end when work is completed. The rates for maintenance vary by time per Customer request.

Duration of time, per technician

First one hour	\$ ICB
Each additional one-half (½) hour	\$ ICB

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**3.0 APPLICATION OF RATES (cont'd)**

**3.7 Restoration of Service**

**3.7.1 Description**

A restoration charge applies to the restoration of suspended service and facilities because of nonpayment of bills and is payable at the time that the restoration of the suspended service and facilities is arranged. The restoration charge does not apply when, after disconnection of service, service is later re-installed.

**3.7.2 Rates**

	<u>Nonrecurring</u>
Per occasion	\$50.20

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 4 SERVICE AREAS**

**4.1 Scope of Service**

The Company offers service within all or portions of the counties of Boone, Kenton and Campbell in the State of Kentucky.

**4.2 Calling Areas**

Geographically-defined Local Calling Areas are associated with each exchange service provided in this tariff. The Local Calling Areas of the Company are the same as the Local Calling Areas specified by the incumbent local exchange carrier in the same areas served by the Company.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

## SECTION 5 NETWORK SERVICES

### 5.1 Service Offerings

The Company undertakes to provide Non-Residential Customers with the following types of network services:

Standard Business Line  
PBX Trunk Service - Analog  
PBX Trunk Service - Digital  
Trunk Side Features

All services offered in this tariff are subject to Service Order and change charges where the Customer requests new service or changes in existing services, as well as indicated Nonrecurring and monthly Recurring Charges.

These services provide a Customer with the ability to connect its terminal equipment, inside wiring, or transmission facilities to the Company's switched network for the origination and reception of telephonic communications, and includes optional features designed to facilitate the use or expand the functionality of communications services. Services may be provided by the use of the Company's own facilities, by resale or services provided by other telephone companies, or by a combination of these methods.

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 5 NETWORK SERVICES (cont'd)**

**5.2 Standard Business Line**

**5.2.1 Description of Service**

The Standard Business Line provides a Customer with a single, analog, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Standard Business Lines are provided for the connection of Customer-provided wiring and single station sets or facsimile machines. A Flat Rate line includes unlimited local calling within the local calling scope of the originating location. A Message Rate Line includes a monthly recurring charge, plus usage charges applicable to each completed local call within the local calling area.

**5.2.2 Rates and Charges**

Monthly Recurring Charges Per Line:

Flat Rate Line	\$41.64
Message Rate Line	\$12.95
Message Usage Charge, per message	\$0.12

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 5 NETWORK SERVICES (cont'd)**

**5.3 PBX Trunk Service - Analog**

**5.3.1 Description of Service**

Analog PBX Trunk Service provides a Customer with a single, voice-grade telephonic communications channel which can be used to place or receive one call at a time. Basic Trunks are provided for connection of Customer-provided private branch exchanges (PBX) to the public switched telecommunications network. Each Analog PBX Trunk consists of a flat-rated monthly component as well as a usage sensitive component and provides touch tone signaling. Analog PBX Trunk Service may be configured into a hunt group with other Company-provided Analog PBX Trunks.

Analog Trunks may be equipped with Direct Inward Dialing (DID) capability and DID number blocks for additional charges.

**5.3.2 Rates and Charges**

Nonrecurring Charges Per Line:	\$44.80
Monthly Recurring Charges	
Per Line: DID	\$88.50
DOD	\$52.10
Two-Way	\$52.10

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 5 NETWORK SERVICES (cont'd)**

**5.4 PBX Trunk Service - Digital**

**5.4.1 Description of Service**

PBX Trunk Service - Digital/DS1 provides business Customers with PBX or PBX-like equipment or other telephonic equipment with access to switch port. Customers can purchase this capability for both primary service (listed directory number) and diversity purposes. Customers must have the ability to terminate DS1 signal. The signal is delivered as a digital signal at the DS1 level.

The connection to the Customer's equipment is accomplished using a DS1 for digital connectivity.

DID trunk signaling enables a PBX to switch an incoming call directly to the intended extension number without the need for an attendant. PBX Trunk Service - Digital/DS1 includes access to 911 service.

**5.4.2 Rates and Charges**

Rate Plan

Nonrecurring Connection Charge  
Per Facility: \$540.00

Nonrecurring Connection Charge \$18.00  
Per Trunk Group:

Nonrecurring Charges  
per DID Number Block: \$186.67

Monthly Recurring Charges

Facility:  
Month-to-Month \$481.05  
36-Month Term \$432.94  
60 Month Term \$408.88

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 5 NETWORK SERVICES (cont'd)**

**5.4 PBX Trunk Service - Digital (cont'd)**

**5.4.2 Rates and Charges (cont'd)**

Rate Plan

DID Access Channel:

Month-to-Month	\$66.60
36 Month Term	\$59.54
60 Month Term	\$56.61

DOD Flat Access Channel:

Month-to-Month	\$31.50
36 Month Term	\$28.35
60 Month Term	\$26.77

DOD Message Access Channel:

Month-to-Month	\$18.00
36 Month Term	\$17.00
60 Month Term	\$16.00

Two-Way Flat Access Channel:

Month-to-Month	\$31.50
36 Month Term	\$28.35
60 Month Term	\$26.77

Two Way Message Access Channel:

Month-to-Month	\$18.00
36 Month Term	\$17.00
60 Month Term	\$16.00

Monthly Recurring Charges

Facility:

Month-to-Month	\$481.05
36-Month Term	\$432.94
60 Month Term	\$408.88

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 5 NETWORK SERVICES (cont'd)**

**5.5 Direct Inward Dialing**

**5.5.1 Description of Service**

Analog and digital PBX trunks provided by the Company may be arranged for Direct Inward Dialing, (DID). DID calls are routed directly to the station associated with the called number. DID service may also require PBX software not provided by the Company.

**5.5.2 Rates and Charges**

<u>DID Numbers</u>	<u>Monthly</u>	<u>Nonrecurring</u>
Block of 20	\$3.35	\$135.00
Additional Block of 20	\$3.35	\$40.00

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

## SECTION 6 SUPPLEMENTAL SERVICES

### 6.1 Directory Assistance

#### 6.1.1 Description

Provides for identification of telephone directory numbers, via an operator or automated platform. Customers are provided with a maximum of two (2) listings per each call to Directory Assistance.

#### 6.1.2 Rates

Per Call Charge:	\$0.44
Additional Charge for Call Completion:	\$0.35

### 6.2 Operator Service

#### 6.2.1 Description of Service

Operator Service provides for live or automated operator treatment when Customer dials "0". Operator Service calls are billed in one (1) minute increments with an initial billing period of one (1) minute. The total number of minutes will be rounded at end of Billing Period to the nearest minute. Fractional cents will be rounded to nearest cent. Additional charges apply on a per call basis. When more than one charge would apply, only the highest applicable charge will be applied.

#### 6.2.2 Call Types

Collect Call: A call for which the charges are billed to the called party. On the operator announcement of a collect call, the called party has the option to refuse acceptance of charges in advance or when queried by the operator.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.2 Operator Service (cont'd)**

**6.2.2 Call Types (cont'd)**

**Calling Card Call:** A call billed using a calling card of a local or interexchange carrier with or without the assistance of an operator.

**General Assistance:** A service whereby the Customer has the option to request general information from the operator, such as dialing instructions, country or city codes, area code information and customer service toll free telephone numbers, but does not request the operator to complete the call.

**Person to Person Call:** A call completed with the assistance of an operator to a particular Station and person specified by the caller. The call may be billed to the called party.

**Station to Station Call:** A call completed with the assistance of an operator (live or mechanical) to a particular station.

**Third Number Billing:** Provides the Customer with the capability to charge a local call to a third number which is different from the called or calling party. The party answering at the third number has the option to refuse acceptance of the charges in advance or when queried by the operator.

**6.2.3 Operator Service Charges**

	<u>Per Call Charges</u>
Station to Station Calls:	
Third Number Billing	\$1.00
Collect Calling	\$1.00
Customer Dialed Calling Card	\$1.00
Operator Dialed Calling Card	\$1.00
General Assistance	\$1.00
Person to Person Calls, all	\$3.00

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.3 Busy Line Verification and Interrupt Service**

**6.3.1 Description of Service**

Busy Line Verification and Interrupt Service, which is furnished where and to the extent that facilities permit, provides the Customer with the following options:

**Busy Line Verification:** Upon request of the calling party, the Company will determine if the line is clear or in use and report to the calling agency.

**Busy Line Verification with Interrupt:** The operator will interrupt the call on the called line if the calling party indicates an emergency and requests interruption.

**6.3.2 Rates**

Rates for Busy Line Verification and Interrupt Service, as specified below, will apply under the following circumstances:

The operator verifies that the line is busy with a call in progress.

The operator verifies that the line is available for incoming calls.

The operator verifies that the called number is busy with a call in progress and the Customer requests interruption. The operator will then interrupt the call, advising the called party the name of the calling party. One charge will apply for both verification and interruption.

	<u>Per Request</u>
Busy Line Verification	\$0.60
Busy Line Interrupt	\$1.15

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.4 Calling Features**

**6.4.1 Description of Features**

The features in this Section are made available on an individual basis or as part of multiple feature packages. All features are provided subject to availability; features may not be available with all classes of service. Transmission levels may not be sufficient in all cases.

**Call Transfer:** Call Transfer allows a Customer to receive an incoming call, then transfer the calling party to any other number.

**Call Waiting:** Call Waiting provides a tone signal to indicate to a Customer already engaged in a telephone call that a second caller is attempting to dial in. It will also permit the Customer to place the first call on hold, answer the second call and then alternate between both callers. Cancel Call Waiting (CCW) allows a Call Waiting (CW) Customer to disable CW for the duration of an outgoing telephone call. CCW is activated (i.e., CW is disabled) by dialing a special code prior to placing a call, and is automatically deactivated when the Customer disconnects from the call.

**Call Forwarding:** Includes Call Forwarding Variable, Call Forwarding Busy and Call Forwarding No Answer.

**Call Forwarding Busy:** Automatically reroutes an incoming call to a Customer predesignated number when the called number is busy.

**Call Forwarding No Answer:** Automatically reroutes an incoming call to a Customer predesignated number when the called number does not answer within the number of rings programmed by the Company.

**Call Forwarding - Variable:** Allows the Customer to choose to reroute incoming calls to another specified telephone number. The Customer must activate and deactivate this feature.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.4 Calling Features, (cont'd)**

**6.4.1 Description of Features (cont'd)**

**Call Forwarding Selective:** Permits the end-user to automatically forward (transfer) calls from up to ten end-user pre-selected number to another telephone number and to restore it to normal operation at their discretion. Call Forwarding Selective can be used in conjunction with Call Forwarding.

**Combined Caller ID:** The Caller ID feature allows a Customer to see a caller's name and number previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. The displayed name is the name associated with the calling party number. Caller ID records the name, number, date and time of each incoming call - including calls that are not answered by the Customer. Caller ID service requires the use of specialized Customer-provided equipment (CPE) not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

**Caller ID with Number Delivery:** Permits the end-user to see a caller's number previewed on a display screen before the call is answered. Caller ID records the number, date and time of each incoming call. Caller ID requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

**Caller ID with Name Delivery:** The Caller ID feature allows a Customer to see a caller's name previewed on a display screen before the call is answered allowing a Customer to prioritize and or screen incoming calls. Caller ID records the name, number, date and time of each incoming call - including calls that are not answered by the Customer. The displayed name is the name associated with the calling party number. Caller ID service requires the use of specialized CPE not provided by the Company. It is the responsibility of the Customer to provide the necessary CPE.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.4 Calling Features, (cont'd.)**

**6.4.1 Description of Features (cont'd)**

**Caller ID per Line Blocking:** Automatically prevents the display of the calling telephone number or all calls dialed from an exchange service equipped with this option. It is not necessary to dial an activation code prior to placing the call.

**Caller ID per Call Blocking:** Prevents the display of the calling telephone number on all calls dialed from an exchange service equipped with this option. It is necessary to dial an activation code prior to placing the call.

**Continuous Re-dial:** Permits the end-user to have calls automatically re-dialed when the first attempt reaches a busy number. The line is checked every forty-five (45) seconds for up to thirty (30) minutes and alerts the Customer with a distinctive ringing pattern when the busy number and the Customer's line are free. The Customer can continue to make and receive calls while the feature is activated.

The following types of calls cannot be Continuously Redialed:

- Calls to toll-free (800/888) service numbers
- Calls to 900 Service numbers
- Calls preceded by an interexchange carrier access code
- International Direct Distance Dialed calls
- Calls to Directory Assistance
- Calls to 911

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.4 Calling Features, (cont'd.)**

**6.4.1 Description of Features (cont'd)**

**Customer Originated Trace:** Allows the tracing of nuisance calls to a specified telephone number suspected of originating from a given local office. The tracing is activated upon entering the specified dial code. The originating telephone number, outgoing trunk number or terminating number, and the time and date are generated for every call to the specified telephone number can then be identified.

**Distinctive Ringing - First Number:** This feature allows an end user to determine the source of an incoming call from a distinctive ring. The end user may have up to two additional numbers assigned to a single line (i.e. Distinctive Ringing - First Number and Distinctive Ringing - Second Number). The designated primary number will receive a normal ringing pattern, other numbers will receive distinctive ringing patterns. The pattern is based on the telephone number that the calling party dials.

**Distinctive Ringing - Second Number:** Provides a Customer with the ability to associate a second additional number to a single access line and has its own distinctive ring when dialed.

**Last Call Return:** Allows the Customer to return a call to the last incoming call whether answered or not. Upon activation, it will re-dial the number automatically and continue to check the number every forty-five (45) seconds for up to thirty (30) minutes if the number is busy. The Customer is alerted with a distinctive ringing pattern when the busy number is free. When the Customer answers the ring, the call is then completed. The calling party's number will not be delivered or announced to the call recipient under any circumstances.

**Priority Call:** Allows a Customer to assign a maximum of fifteen (15) telephone numbers to a special list. The Customer will hear a distinctive ring when calls are received from telephone numbers on that list.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.4 Calling Features, (cont'd)**

**6.4.1 Description of Features (cont'd)**

**Selective Call Rejection:** Allows the end user to designate up to 10 telephone numbers from which incoming calls are automatically completed to a prerecorded announcement circuit which indicates that calls are not being taken at this time. The end-user receives no indication of the call attempts. Calls from parties not on the end-user's list terminate normally. Only voice calls, or analog modem calls which look like voice calls, are screened by the feature. There is only one rejection list per telephone line.

**Speed Calling (8 or 30):** Permits the Customer to place calls to other telephone numbers by dialing a one or two digit code rather than the complete telephone number. The feature is available as an eight code list or a thirty code list. Either code list may include local and/or toll telephone numbers. To establish or change a telephone number in a code list, the Customer dials an activating code, receives a second dial tone and dials either a one or two digit code (for the eight code and thirty code lists, respectively) plus the telephone number.

**Three-Way Calling:** Permits the end-user to add a third party to an established connection. When the third party answers, a two-way conversation can be held before adding the original party for a three-way conference. The end-user initiating the conference controls the call and may disconnect the third party to reestablish the original connection or establish a connection to a different third party. The feature may be used on both outgoing and incoming. Only one call per line can be on hold at a time. The third party cannot be added to the original call.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.4 Calling Features, (cont'd)**

**6.4.2 Rates**

	Monthly <u>Recurring</u>	Nonrecurring <u>Charge</u>
Call Transfer	N/A	\$5.40
Call Waiting	\$6.35	\$0.00
Call Forwarding	\$1.70	\$0.00
Call Forwarding Busy	\$1.70	\$0.00
Call Forwarding Variable	\$1.70	\$0.00
Call Forwarding No Answer	\$1.70	\$0.00
Call Forwarding Selective	N/A	N/A
Combined Caller ID	N/A	N/A
Caller ID with Number Delivery	N/A	N/A
Caller ID with Name Delivery	N/A	N/A
Caller ID Per Line Blocking	N/A	N/A
Caller ID Per Call Blocking	N/C	N/C
Customer Originated Trace	N/A	N/A*
*per successful activation		
Distinctive Ringing - 1st Number	\$6.35	\$0.00
Distinctive Ringing- 2nd Number	\$6.35	\$0.00
Continuous Re-dial	N/A	N/A
Last Call Return	N/A	N/A
Priority Call	N/A	N/A
Selective Call Rejection	N/A	N/A
Speed Calling	-----	-----
- (30 numbers)	\$4.45	\$0.00
- (8 numbers)	\$0.95	\$0.00
Three-Way Calling	\$3.40	\$0.00

Volume Discount for ordering multiple Calling Features:

Discount

2 Calling Features per Line	10%
3 Calling Features per Line	15%
4 Calling Features per Line	20%
5 or more Calling Features per Line	25%

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.5 Hunting**

**6.5.1 Description of Service**

**A) Series Completion Hunting (Regular and Circular)**

This feature allows individual Directory Numbers (DN) to "series complete" to another DN when the original call DN is busy. The Customer provides a list of the lines which will have this feature and the order in which they will hunt. Only ten (10) stations will be allowed in a series completion. The last DN can point to the first DN in the list to provide circular hunting.

Regular Series Completion: Any of the numbers in the series can be called. If the called number is busy, the switch will hunt to the next in line. The hunting will always stop at the last number in the group.

Circular Series Completion: Any number in the series can be called. If the called number is busy, the switch will hunt to the next in line. The hunting will stop when the number preceding the called number is reached.

Service	Recurring Monthly	Nonrecurring
Series Completion Hunting - Circular	\$ 6.50	\$ 10.00
Series Completion Hunting - Regular	\$ 6.50	\$ 10.00

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.5 Hunting (cont'd)**

**6.5.1 Description of Service (cont'd)**

**B) Multi-Line Hunting**

There are three types of Multi-Line Hunting (MLHG) available: Regular, Circular, and Uniform Call Distribution (UCD).

- 1) Regular: Hunting starts with the dialed DN and ends with last member of the hunt group.
- 2) Circular: Hunting starts with the dialed DN and ends with the terminal prior to the called DN.
- 3) Uniform Call Distribution: When the main MLHG is called, the calls are distributed to the most idle member of the hunt group. If a terminal DN is dialed, circular hunting is used.

Service	Recurring Monthly	Nonrecurring
Multi-Line Hunting - Circular	\$ 6.50	\$10.00
Multi-Line Hunting - Regular	\$ 6.50	\$10.00
Multi-Line Hunting - Uniform Call Distribution	\$ 6.50	\$10.00

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.6 Number Portability**

**6.6.1 Description**

Number Portability is an optional feature by which a Customer, who was formally a Customer of another certified local exchange carrier at the same premises location, may retain its main telephone numbers and main fax numbers for use with the Company-provided exchange services. Number Portability service is only available in areas where the Company maintains some form of number retention arrangement with the Customer's former local exchange carrier.

**6.6.2 Rates and Charges**

Nonrecurring Charges	
Per retained number:	\$0.00
Monthly Recurring Charges	
Per retained number:	\$0.00

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.7 Blocking Services**

**6.7.1 Description of Service**

Network services provided by the Company may be arranged for blocking access to toll service, completion of DID calls, and similar types of blocking. See Section 6.8 of this tariff for Information Service Blocking.

**6.7.2 Rates and Charges**

Charges apply per line.

	Monthly <u>Charge</u>	Nonrecurring <u>Charge</u>
DID Blocking, Initial Activation	\$0.00	\$10.65
DID Blocking, Subsequent Order	\$0.00	\$10.65
Collect Call Restriction	\$3.49	\$10.65
Third Number Billing and Collect Call Restriction	\$3.49	\$10.65
Toll Restriction	\$3.49	\$10.65
Toll Restriction Plus	N/A	N/A
700 Carrier Access Code Blocking	\$0.00	\$10.65

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.8 Information Services Blocking**

**6.8.1 Description of Service**

This service provides the option of blocking, or subsequent unblocking, all calls to identified information exchanges, such as 900 and 976, calls on a per line basis. The Company will provide for per-line blocking where the Company's switching facilities permit.

**6.8.2 Rates and Charges**

Per Line (Nonrecurring): \$ 0.00

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.9 Customized Number Service**

**6.9.1 Description of Service**

Customized Number Service is an optional feature by which a new Customer may request a specific or unique telephone number and fax number for use with Company-provided exchange services. This service provides for the assignment of a Customer requested telephone number other than the next available number from the assignment control list.

Customized Number Service is furnished subject to the availability of facilities and the requirements of exchange service as defined by the Company. The Company reserves all rights to the Customized Numbers assigned to the Customer and may, therefore, change them if required.

**6.9.2 Rates and Charges**

The following charges apply to each assigned Customized Telephone Number.

Monthly Recurring Charge	\$0.00
Nonrecurring Charge	\$35.00

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.10 Easy Telephone Number Service**

**6.10.1 Description of Service**

Easy Telephone Number Service allows the Customer to select an "easy to remember" telephone number for each access line.

Easy Number Service is furnished subject to the availability of facilities and the requirements of exchange service as defined by the Company. The Company reserves all rights to the Easy Telephone Numbers assigned to the Customer and may, therefore, change them if required.

**6.10.2 Rates and Charges**

The following charges apply to each assigned Easy Telephone Number.

Monthly Recurring Charge	\$0.00
Nonrecurring Charge	\$0.00

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.11 Reserved Telephone Number Service**

**6.11.1 Description of Service**

Reserved Telephone Number Service allows the Customer to reserve a particular unassigned telephone number(s) for each access line for future use. The Company reserves the right to limit the time period for which a Reserved Telephone Number is Reserved.

Reserved Telephone Number Service is furnished subject to the availability of facilities and the requirements of exchange service as defined by the Company. The Company reserves all rights to the Reserved Telephone Numbers assigned to the Customer and may, therefore, change them if required.

**6.9.2 Rates and Charges**

The following charges apply to each Reserved Telephone Number.

Monthly Recurring Charge	\$0.00
Nonrecurring Charge	\$30.00

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.12 Listings**

**6.12.1 General**

The following rules apply to standard listings in light face type in the white pages (alphabetical section) of the telephone directory and to the Directory Assistance records of the Company.

Only information necessary to identify the Customer is included in these listings. The Company may use abbreviations in listings. The Company may reject a listing which it judges to be objectionable. A name made up by adding a term such as Company, Shop, Agency, Works, etc. to the name of a commodity or service will not be accepted as a listing unless the Customer is legally doing business under that name.

A name may be repeated in the white pages only when only when a different address or telephone number is used.

**6.12.2 Composition of Listings**

**A. Name**

**1. Business Service**

The following names may be included in business service listings:

- a. The name of Customer or joint user.
- b. The name of each business enterprise which the Customer or joint user conducts.
- c. The name by which the business of a Customer or joint user is known to the public. Only one such name representing the same general line of business will be accepted.
- d. The name of any person associated with the Customer or joint user in the same business.
- e. The name of any person, firm or organization which Customer or joint user is authorized to represent, or the name of an authorized representative of the Customer or joint user.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.12 Listings (cont'd)**

**6.12.2 Composition of Listings (cont'd)**

**A. Name (cont'd)**

**1. Business Service (cont'd)**

- f. Alternative spelling of an individual name or alternative arrangement of a business name, provided the listing, in the judgment of the Company, is not for advertising purposes.
- g. The name of a publication issued periodically by the Customer or joint user.
- h. The name of an inactive business organization in a cross-reference listing when authorized by such business or organization.
- i. The name of a member of Customer's domestic establishment when business service is furnished in the Customer's residence.
- j. The name of a corporation which is the parent or a subsidiary of the Customer.
- l. The name of a resident of a hotel, apartment house, boarding house or club which is furnished PBX service, may be included in a residence type listing with the telephone number of the PBX service.
- m. The name of the Customer to a sharing arrangement.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.12 Listings (cont'd)**

**6.12.2 Composition of Listings (cont'd)**

**B. Designation**

The purpose of a business designation is to identify the listed party and not to advertise the business. No designation of the nature of the business is included if this is sufficiently indicated by the name. Where a listed party is engaged in more than one general line of business, one additional business designation may be included in the listing when necessary to identify the listed party. When a listed party has two or more listed telephone numbers or two or more business addresses, designations indicating the branches of the organization may be included where necessary to assist the public in calling.

A designation may include a title to indicate a listed party's official position, but not the name of the firm or corporation with which the individual is connected. Individual names or titles are not shown following the name of a firm or corporation.

A term such as "renting agent" may be included in a listing indented under the name of a building, provided the agent maintains a renting office in such a building.

A designation is not ordinarily provided in a residence type listing except for residential service as permitted under the terms of this tariff. A professional designation is permitted on residence service in the case of a physician, surgeon, dentist, osteopath, chiropodist, podiatrist, optometrist, chiropractor, physiotherapist, Christian Science practitioner, veterinary surgeon, registered nurse or licensed practical nurse, provided that the same name and designation is also listed on business service of that Customer or another Customer in the same or different directory.

The listing of service in the residence of a clergyman may include the designation "parsonage," "rectory," "parish house," or "manse," and any such listing may be indented under a listing in the name of the church. Where residence service is furnished in a church study, the listing may include the designation "study."

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.12 Listings (cont'd)**

**6.12.2 Composition of Listings (cont'd)**

**C. Address**

Each residence or non-profit listing may, but does not have to, include the house number and street name of the residence where the telephone service is provided. Other information, such as a building name or a locality designation, may be included to help identify the Customer.

**D. Telephone Number**

Each listing may include only one telephone number, except in an alternate telephone number listing where each number listed is considered a line for rate purposes.

A listing may include only the telephone number of the first line of a PBX system or incoming service group, except that a trunk not included in the incoming service group of a PBX system, or the first trunk of a separate incoming service group of a PBX system may be listed to meet special conditions where a corporation and its subsidiaries use the same PBX system.

**6.12.3 Types of Listings**

**A. Main Listing:**

A main listing includes a name, designation, address and telephone number of the Customer. It appears in the White Pages of the telephone directory and in the Company's Directory Assistance records. The designation in the listing will be provided according to the rules in paragraph 6.12.2.B above.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.12 Listings (cont'd)**

**6.12.3 Types of Listings (cont'd)**

**B. Premium Listings:**

**1. Additional Listings**

Customers may arrange for additional listings, similar to the primary listing, at the additional listing rate. Listings may include abbreviated names, names which are commonly spelled several ways, rearrangements of names and nicknames by which the Customer is commonly known. All names will be included in their proper alphabetical order. If the above additional listing does not readily identify the Customer, it shall be necessary to include a line of information stating "same as" or "see" and a reference to the name contained in the main listing at the Extra Listing Line Rate. Listings will not be accepted for the purpose of securing preferential publicity or position.

**2. Secondary Listings**

Any listing may be duplicated in a different directory or under a separate geographical heading in the same directory. Such listing may be duplicated in indented form.

**3. Extra Listing Lines**

Lines of information acceptable to the Company may be arranged for at the rate shown in the schedule to appear in addition to a main listing for the purpose of facilitating use of the service.

**4. Alternate Call Listings**

Any listed party who has made the necessary arrangements for receiving telephone calls during his or her absence may have an alternate telephone number listing or a night listing, such as the following.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.12 Listings (cont'd)**

**6.12.3 Types of Listings (cont'd)**

**B. Premium Listings: (cont'd)**

**4. Alternate Call Listings (cont'd)**

If no answer call (telephone number)  
Night calls (telephone number)  
Night calls after \_\_\_ PM (telephone number)  
Nights, Sundays and holidays (telephone number)  
5PM to 9AM weekdays, Saturday until 9AM, Monday  
and holidays (telephone number)

Such listing may be furnished as an indented listing or as a sub-caption.

The telephone number in such a listing may be that of another service furnished the same Customer or one of the Customer's PBX trunks not included in the incoming service group, or the service furnished a different Customer.

**5. Alternate User Listings**

An Alternate User Listing may be furnished when it is necessary to refer the directory user to an alternate listing when there are joint users of the same telephone number.

**6. Cross Reference Listings**

A Cross Reference Listing may be furnished in the same alphabetical group with the related listing when it is necessary to refer to the directory user to another directory listing.

**7. Nonpublished Service - See Section 6.13.**

**8. Nonlisted Service - See Section 6.14.**

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.12 Listings (cont'd)**

**6.12.4 Stylization of Listings**

**A. Indented Listings**

An indented listing appears under any listing and may include only a designation, address and telephone number. An indented listing is allowed only when a Customer is entitled to two or more listings of the same name with different addresses or different telephone numbers. For example:

Smith, John MD  
Office 125 Portland 555-4180  
Residence 9 Glenway 555-8345

**6.12.5 Free Listing**

These listings are free:

One listing for each individual line service, auxiliary line or PBX system.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.12 Listings (cont'd)**

**6.12.6 Rates for Additional Listings**

There is a monthly recurring and a one time nonrecurring charge for premium listings. This charge takes effect as soon as the listing is shown on the Company's Directory Assistance Records. The monthly rate for each individual listing is as follows:

Type of Listing	Business	
	Recurring	Nonrecurring
Main Listing	\$0.00	\$0.00
Additional Listings	\$1.25	\$11.10
Secondary Listings	\$1.25	\$11.10
Extra Listing Lines	\$1.25	\$11.10
Alternate Call Listings	\$1.25	\$11.10
Alternate User Listing	\$1.25	\$11.10
Cross Reference Listings	\$1.25	\$11.10
Indented Listings	\$1.25	\$11.10

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.13 Non-Published Service**

**6.13.1 General**

Non-published service means that the Customer's telephone number is not listed in the directory, nor does it appear in the Company's Directory Assistance Records.

**6.13.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-published number only when the caller dials direct or gives the operator the number. No exceptions will be made, even if the caller says it is an emergency.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-published number in the directory or disclosing it to another party. If, in error, the telephone number is published in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-published service.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-published service or the disclosing of said number to any person.

**6.13.3 Rates and Charges**

There is a monthly charge for each non-published service. This charge does not apply if the Customer has other listed service at the same location; if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-published service charge, per month: \$0.00

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.15 Remote Call Forwarding**

**6.15.1 General Description**

Remote Call Forwarding allows a Customer the ability to purchase additional Directory Numbers and to have calls to those telephone numbers forwarded on a permanent basis to a designated telephone number.

**6.15.2 Conditions**

- A) The telephone number to which calls are forwarded is user-defined.
- B) Changes to this number are made via a Service Order.
- C) Customers can request additional paths for Remote Call Forwarding service.
- D) A flat-rated monthly recurring charge applies for each main Remote Call Forwarding Directory Number and for each additional path ordered.

**6.15.3 Rates and Charges**

Per Line:

BUSINESS	Nonrecurring	Recurring
Remote Call Forwarding Service	\$27.00	\$13.60
Remote Call Forwarding Service - Additional Paths	\$0.00	\$13.60

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

## SECTION 7 INTRALATA TOLL SERVICE

### 7.1 General

#### 7.1.1 Description

IntraLATA toll service is furnished for telephone communication between telephones in different local calling areas within the originating LATA in accordance with the regulations and schedules of charges specified in this tariff. The toll service charges specified in this Section are in payment for all service furnished between the calling and called telephone, except as otherwise provided in this tariff.

IntraLATA toll calling includes the following types of calls: direct dialed, calling card, collect, third number billed, special toll billing, requests to notify of time and charges, person to person calling and other station to station calls.

#### 7.1.2 Classes of Calls

Service is offered as two classes: station to station calling and person to person calling.

- A) Station to Station Service is that service where the person originating the call dials the telephone number desired or gives the Company operator the telephone number of the desired telephone station or system.
- B) Person to Person Service is that service where the person originating the call specifies to the Company operator a particular person to be reached, a particular mobile unit to be reached, or a particular station, department or office to be reached. The call remains a person to person call when, after the telephone, mobile telephone, or PBX system has been reached and while the connection remains established, the person originating the call requests or agrees to talk to any person other than the person specified, or to any other agreed upon alternate.

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 7 INTRALATA TOLL SERVICE (cont'd)**

**7.2 Timing of Calls**

- 7.2.1** Unless otherwise indicated, all calls are timed in one minute increments and all calls which are fractions of a minute are rounded up to the next whole minute.
- 7.2.2** For station to station calls, call timing begins when a connection is established between the calling telephone and the called telephone station.
- 7.2.3** For person to person calls, call timing begins when connection is established between the calling person and the particular person, station or mobile unit specified or an agreed alternate.
- 7.2.4** Call timing ends when the calling station "hangs up," thereby releasing the network connection. If the called station "hangs up" but the calling station does not, chargeable time ends when the network connection is released either by automatic timing equipment in the telephone network or by the Company operator.
- 7.2.5** Calls originating in one time period as defined in Section 7.3 and terminating in another will be billed the rates in effect at the beginning of each minute.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 7 INTRALATA TOLL SERVICE (cont'd)**

**7.3 Time Periods Defined**

Unless otherwise indicated in this tariff, the following time periods apply.

**7.3.1 Rate periods except holidays**

<u>Rate Period</u>	<u>From</u>	<u>Up to, but not including</u>	<u>Days</u>
Peak	8:00 AM	5:00 PM	Monday - Friday
Off-Peak	5:00 PM	11:00 PM	Monday - Friday
	11:00 PM	8:00 AM	All Days
	8:00 AM	11:00 PM	Saturday & Sunday

**7.3.2** Holidays include Christmas, New Year's Day, Thanksgiving, Independence Day, and Labor Day.

**7.3.3** All times refer to local time.

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 7 INTRALATA TOLL SERVICE (cont'd)**

**7.4 Call Charges**

Calls are billed in six (6) second increments after an initial minimum call duration of eighteen (18) seconds. In addition, where live or automated operator assistance is required for call completion or billing, a per call service applies as specified in Section 6.2 of this tariff.

The following charges apply to each completed call. Fractional cents resulting for any call are rounded up to the next full cent.

	Initial <u>18 Seconds</u>	Each Additional <u>6 Seconds</u>
Peak	\$0.0300	\$0.0100
Off-Peak	\$0.0240	\$0.0080

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

## SECTION 8 SPECIAL ARRANGEMENTS

### 8.1 Special Construction

#### 8.1.1 Basis for Charges

Where the Company furnishes a facility or service for which a rate or charge is not specified in the Company's tariffs, charges will be based on the costs incurred by the Company and may include: (1) nonrecurring type charges; (2) recurring type charges; (3) termination liabilities; or (4) combinations thereof.

#### 8.1.2 Basis for Cost Computation

The costs referred to in 8.1.1 preceding may include one or more of the following items to the extent they are applicable:

- A) cost installed of the facilities to be provided including estimated costs for the rearrangements of existing facilities. Cost installed includes:
  - 1) equipment and materials provided or used,
  - 2) engineering, labor and supervision,
  - 3) transportation, and
  - 4) rights-of-way;
- B) cost of maintenance;
- C) depreciation on the estimated cost installed of any facilities provided, based on the anticipated useful service life of the facilities with an appropriate allowance for the estimated net salvage;
- D) administration, taxes and uncollectible revenue on the basis of reasonable average costs for these items;

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 8 SPECIAL ARRANGEMENTS (cont'd)**

**8.1 Special Construction (cont'd)**

**8.1.2 Basis for Cost Computation (cont'd)**

- E) license preparation, processing and related fees;
- F) tariff preparation, processing and related fees;
- G) any other identifiable costs related to the facilities provided; or
- H) an amount for return and contingencies.

**8.1.3 Termination Liability**

To the extent that there is no other requirement for use by the Company, a termination liability may apply for facilities specially constructed at the request of the Customer.

- A) The termination liability period is the estimated service life of the facilities provided.
- B) The amount of the maximum termination liability is equal to the estimated amounts for:
  - 1) Cost installed of the facilities provided including estimated costs for rearrangements of existing facilities and/or construction of new facilities as appropriate, less net salvage. Cost installed includes the cost of:
    - a) equipment and materials provided or used,
    - b) engineering, labor and supervision,
    - c) transportation, and
    - d) rights-of-way;

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 8 SPECIAL ARRANGEMENTS (cont'd)**

**8.1 Special Construction (cont'd)**

**8.1.3 Termination Liability (cont'd)**

**B) (cont'd)**

- 2) license preparation, processing, and related fees;
- 3) tariff preparation, processing, and related fees;
- 4) cost of removal and restoration, where appropriate; and
- 5) any other identifiable costs related to the specially constructed or rearranged facilities.

- C) The applicable termination liability method for calculating the unpaid balance of a term obligation. The amount of such charge is obtained by multiplying the sum of the amounts determined as set forth in Section 8.1.3(B) preceding by a factor related to the unexpired period of liability and the discount rate for return and contingencies. The amount determined in Section 8.1.3(B) preceding shall be adjusted to reflect the redetermined estimate net salvage, including any reuse of the facilities provided. This product is adjusted to reflect applicable taxes.

**8.2 Individual Case Basis (ICB) Arrangements**

Arrangements will be developed on a case-by-case basis in response to a bona fide special request from a Customer or prospective Customer to develop a competitive bid for a service not generally available under this tariff. ICB rates will be offered to the Customer in writing and on a non-discriminatory basis. Contracts resulting from a special request will be submitted for approval and filed with the Kentucky PSC, if the rules and regulations of the Commission do require such filings and approval.

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

---

**SECTION 8 SPECIAL ARRANGEMENTS (cont'd)**

**8.3 Special Promotions**

The Company may from time to time engage in special promotional trial service offerings of limited duration (not to exceed ninety days on a per Customer basis for non-optional, recurring charges), designed to attract new Customers or to increase Customer awareness of a particular tariff offering. Requests for promotional offerings will be presented to the Commission for its review in accordance with rules and regulations established by the Commission, and will be included in the Company's tariff as an addendum.

**8.4 Discounts**

The Company may, from time to time, offer discounts based on monthly volume (or, when appropriate, "monthly revenue commitment" and/or "time of day" may also be included in the tariff).

---

Issued:

Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

Dougherty Legal  
97-02269

MCNEES, WALLACE & NURICK  
ATTORNEYS AT LAW

FIFTH THIRD CENTER  
SUITE 910  
21 EAST STATE STREET  
COLUMBUS, OH 43215  
TELEPHONE 614-469-8000  
FAX 614-469-4653

November 20, 1997

VIA FEDEX NO. 801479348304

Ms. Helen C. Helton  
Executive Director  
Kentucky Public Service Commission  
730 Schenkel Lane  
Frankfort, KY 40601

RE: Time Warner AxS of Greater Cincinnati  
Case No. ~~96-492~~  
97-476

Dear Ms. Helton:

On November 11, 1997, we forwarded to you for review and approval a copy of the proposed basic local exchange switched services tariff for Time Warner AxS of Greater Cincinnati ("Time Warner"). At that time we also advised that Time Warner had an interconnection agreement in place with Bell South. Although correct, the appropriate interconnection agreement necessary to effect Time Warner's switched services in Kentucky is Time Warner's agreement with Cincinnati Bell Telephone Company, ten (10) copies of which are enclosed for the Commission's review and approval. I have also enclosed an additional copy for date stamping and return to us in the enclosed, self addressed envelope.

The Time Warner/Cincinnati Bell Telephone Company Interconnection Agreement is a negotiated agreement under Sections 251 and 252 of the Telecommunications Act of 1996, and covers both Ohio and Kentucky. The agreement was dated August 1, 1997, and has already received the approval of the Ohio Public Utilities Commission under the Ohio Commission's Local Competition Guidelines, Case No. 95-845-TP-COI, Guideline III.D.2.g, and the Commission's Guidelines in Case No. 96-463-TP-UNC. The Ohio Commission docket specifically approving the interconnection agreement is PUCO Case No. 97-873-TP-NAG, with a memorandum noting automatic approval dated November 5, 1997.

We will also forward the verified statement of Thomas Cloud, General Manager of Time Warner AxS of Greater Cincinnati, which will provide evidence of Time Warner's

RECEIVED

NOV 26 1997

GENERAL COUNSEL

interconnection  
transformation  
A. Hopper  
resale of  
CST's services

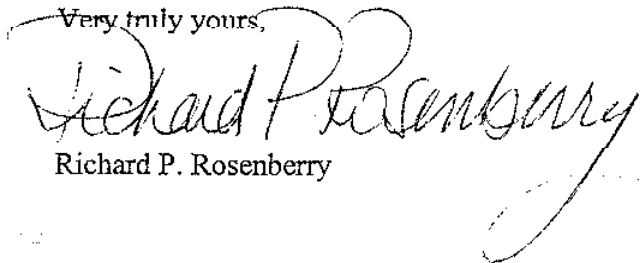
NOV 22 1997  
FEDERAL  
COMMISSION

Helen C. Helton  
November 20, 1997  
Page 2

agreement to establish an escrow account pursuant to the requirements of the Kentucky Public Service Commission.

With the submission of this documentation, it is our understanding that all requirements for approval of Time Warner's request for approval of its switched services tariff have been submitted. We would appreciate the Commission's prompt review and approval of this application. If you have any questions on this matter, please do not hesitate to contact us.

Very truly yours,



Richard P. Rosenberry

RPR:ma

Enc.

cc: Marsha R. Schermer, Esq. (w/o enc.)  
Thomas Cloud (w/o enc.)

RECEIVED  
NOV 1 1997  
PUBLIC SERVICE  
COMMISSION

**INTERCONNECTION AGREEMENT UNDER SECTIONS 251 AND 252 OF THE  
TELECOMMUNICATION ACT OF 1996**

This Interconnection Agreement, under Sections 251 and 252 of the Telecommunications Act of 1996 ("**Agreement**"), is dated as of the 1st day of August, 1997, by and between Cincinnati Bell Telephone Company, an Ohio corporation with offices at 201 E. Fourth Street, Cincinnati, Ohio 45202 ("**CBT**"), and Time Warner Communications of Ohio, L.P., a limited partnership formed under the laws of the state of Delaware with offices at 1266 Dublin Road, Columbus, Ohio, 43216 ("**TWC**").

**RECITALS AND PRINCIPLES**

A. CBT is an Incumbent Local Exchange Carrier, as defined by the Act, authorized to provide certain Telecommunications Services within the states of Ohio and Kentucky, more particularly described as LATA 922.

B. CBT is engaged in the business of providing, among other things, local Telephone Exchange Service within Ohio and Kentucky.

C. TWC has been granted authority to provide certain local Telephone Exchange Services within the areas of Ohio where it intends to provide services pursuant to this Agreement and is a Local Exchange Carrier as defined by the Act and intends to obtain similar authority for Kentucky (within LATA 922).

D. The Parties desire to provide for compliance with their respective obligations under the Act, including Interconnection of their facilities and equipment so that their respective residential and business Customers may communicate with each other over, between and through such networks and facilities.

NOW, THEREFORE, in consideration of the mutual promises and the covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, TWC and CBT hereby agree as follows:

**ARTICLE I  
DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings specified below in this Article I and as defined elsewhere within this Agreement. In addition, Parties acknowledge that certain terms may appear in this Agreement which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the Execution Date.

1.1 **"Act"** means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules, regulations and applicable orders of the FCC or the Commission having authority to interpret the Act within its state of jurisdiction.

1.2 **"Affiliate"** is As Defined in the Act.

1.3 **"Agreement for Switched Access Meet Point Billing"** means the Agreement for Switched Access Meet Point Billing dated as of the Execution Date by and between the Parties.

1.4 **"AMA"** means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Bellcore as GR-1100-CORE which defines the industry standard for message recording.

1.5 **"As Defined in the Act"** means as specifically defined by the Act.

1.6 **"As Described in the Act"** means as described in or required by the Act.

1.7 **"Automatic Number Identification"** or **"ANI"** means a multifrequency or CCS7 Feature Group D signaling parameter which refers to the number transmitted through a network identifying the billing number of the calling party. With respect to E9-1-1, **"ANI"** means a feature by which the calling party's telephone number is automatically forwarded to the E9-1-1 Control Office and to the PSAP display.

1.8 **"Automated Report Management Information System ("ARMIS")** means the most current ARMIS 4308 Report issued by the FCC.

1.9 **"Bellcore"** means Bell Communications Research, Inc.

1.10 **"Bill Date"** means the date that a bill is issued by a Party.

1.11 **"Billing Number"** means the number to which charges for a call are billable.

1.12 **"BLV/BLVI Traffic"** means an operator service call in which the caller inquires as to the busy status of or requests an interruption of a call on another Customer's Telephone Exchange Service line.

1.13 **"Bona Fide Request"** means the request process set forth on Schedule 3.2.

1.14 **"Business Day"** means Monday through Friday excluding the following holidays: New Years Day (or closest weekday), President's Day, Good Friday, Memorial Day, Independence Day (or closest weekday), Labor Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day (or closest weekday).

1.15 **"Calling Party Number" or "CPN"** means a Common Channel Interoffice Signaling parameter which refers to the number transmitted through the network identifying the calling party.

1.16 **"Carrier Access Billing System (CABS)"** means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2,3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-01869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

1.17 **"Carrier Identification Code or "CIC"** means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

1.18 **"Central Office Switch" or "Central Office" or "CO"** means a switching entity within the public switched telecommunications network, including but not limited to:

- a. End Office Switches which are Class 5 switches from which Telephone Exchange Services are directly connected and offered to Customers; and
- b. Tandem Office Switches which are Class 4 switches which are used to connect and switch trunk circuits between and among End Office Switches.

A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch.

1.19 **"Centralized Message Distribution System" or "CMDS"** means the billing record and clearing house transport system that the Regional Bell Operating Companies (RBOCs) and other ILECs use to efficiently exchange out collects and in collects as well as Carrier Access Billing System ("CABS") records.

1.20 **"Collocation"** means an arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party") for purposes of Collocation. The "premises" of a Housing Party is limited to the occupied structure or portion thereof in which such Housing Party has the right of occupancy or control. In "Physical Collocation", the Collocating Party has a dedicated area within a Central Office in which the Collocating Party installs and maintains its own equipment with access 24 hours a day, 7 days a week. In Virtual Collocation, the Housing Party maintains the Collocating Party's Equipment in the Housing Party's Premises.

1.21 **Commercial Mobile Radio Services ("CMRS")** - means a radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves that is provided for profit and that makes interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public as set forth in 47 U.S.C. § 322(d)(1).

1.22 **"Commission"** means any state administrative agency to which the United States Congress or the state legislature has delegated any authority to supervise or regulate the operations of Local Exchange Carriers pursuant to the Act or state statute.

1.23 **"Committee"** means the Implementation, Forecast, Planning and Standards Committee as described in Section 30.3.

1.24 **"Common Channel Interoffice Signaling" or "CCIS"** means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

1.25 **"Control Office"** means the Central Office providing Tandem Switching Capability for E-9-1-1 calls. The Control Office controls switching of ANI Capability for E-9-1-1 calls. The Control Office controls switching of ANI information to the PSAP and also provides the Selective Routing, feature, standard speed calling features, call transfer capability and certain maintenance functions for each PSAP.

1.26 **"Cross Connection"** means a connection provided pursuant to Collocation at a suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the Housing Party.

1.27 **"Custom Local Area Signaling Services" or "CLASS"** means features available to Customers based on the availability of CCIS. CLASS features include, but are not necessarily limited to: Automatic Callback; Call Trace; Caller ID and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

1.28 **"Customer"** means a third-party residence or business customer that subscribes to Telecommunications Services provided by either of the Parties.

1.29 **"Customer Name and Address Information" or "CNA"** means the name, service address and telephone numbers of a Party's Customers for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.

1.30 **"Delaying Event"** means (a) any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (i) the failure of the other Party to perform any of its obligations set forth in this Agreement (including the Implementation Schedule and the Implementation Plan), or (ii) any delay, act or failure to act by the other Party or its Customer, agent or subcontractor or (b) any Force Majeure Event.

1.31 **"Dialing Parity"** is As Defined in the Act.

1.32 **"Digital Service - Level 0" or "DS-0"** means the 64 kilobits per second ("kbps") level in the time-division multiplex hierarchy.

1.33 **"Digital Service - Level 1"** or **"DS-1"** means a digital signal rate of 1.544 Megabits Per Second ("Mbps").

1.34 **"Digital Service - Level 3"** or **"DS-3"** means a digital signal rate of 44.736 Mbps.

1.35 **"Directory Listings"** refers to subscriber information, including but not limited to name, address and phone numbers, that is published in any media, including but not limited to traditional white/yellow page directories, specialty directories, CD ROM and other electronic formats.

1.36 **"Effective Date"** is as defined in Section 24.1.

1.37 **"Electronic File Transfer"** means any system/process which utilizes an electronic format and protocol to send/receive data files.

1.38 **"Exchange Access"** is as defined in the Act.

1.39 **"Exchange Area"** means an area, defined by the Commission, for which a distinct local rate schedule is in effect.

1.40 **"Exchange Message Record" or "EMR"** means the standard used for exchange of Telecommunications message information among Telecommunications providers for billable, non-billable, sample, settlement and study data. EMR format is contained in Bellcore Practice BR-010-200-010 CRIS Exchange Message Record.

1.41 **"FCC"** means the Federal Communications Commission.

1.42 **"Fiber-Meet"** means an interconnection architecture method whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location.

1.43 **"Feature Group A" or "FGA"** means the FGA Access, which is available to all Customers, provides line side access to Telephone Company End Office Switches with an associated seven digit local telephone number for the Customer's use in originating and terminating Telecommunications to an IXC.

1.44 **"Feature Group B" or "FGB"** means the FGB Access, which is available to all Customers, except for the termination of originating calls placed over FGD by an IXC, provides trunk side access to Telephone Company End Office Switches with an associate uniform 950-0XXX or 950-1XXX access code for the Customer's use in originating and terminating Telecommunications to an IXC.

1.45 **"Feature Group D" or "FGD"** means the FGD Access, which is available to all Customers, provides trunk side access to Telephone Company End Office Switches with an associated uniform 10XXX access code for the Customer's use in originating and terminating communications. FGD Access may also be used to originate and terminate 800 and 900 Exchange Access calls.

FGD Access may be used to originate 950-XXXX calls where the Customer has elected the FGD with 950 access feature.

1.46 **"Implementation Plan"** is as defined in Section 30.3.

1.47 **"Incumbent Local Exchange Carrier"** or **"ILEC"** is As Defined in the Act.

1.48 **"Information Service Traffic"** means Local Traffic or IntraLATA Toll Traffic which originates o

1.49 **"Integrated Services Digital Network"** or **"ISDN"** means a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data.

1.50 **"Interconnection"** is As Described in the Act.

1.51 **"Interexchange Carrier"** or **"IXC"** means a Telecommunications Service provider that provides InterLATA or IntraLATA telephone toll services.

1.52 **"Interim Telecommunications Number Portability"** or **"INP"** is As Described in the Act.

1.53 **"InterLATA"** is As Defined in the Act.

1.54 **"IntraLATA Toll Traffic"** means all intraLATA calls other than Local Traffic calls

1.55 **"Listing Update(s)"** means information with respect to Customers necessary for CBT or Publisher to publish directories under this Agreement in a form and format acceptable to CBT or Publisher, as applicable. For Customers whose telephone service has changed since the last furnished Listing Update because of new installation, disconnection, change in address, change in name, change in non-listed or non-published status, or other change which may affect the listing of the Customer in a directory, Listing Updates shall also include information necessary in order for CBT or Publisher to undertake initial delivery and subsequent delivery of directories, including mailing addresses, delivery addresses and quantities of directories requested by a Customer. In the case of Customers who have transferred service from another LEC to TWC without change of address, Listing Updates shall also include the Customer's former listed telephone number and former LEC, if available. Similarly, in the case of Customers who have transferred service from TWC to another LEC, Listing Updates shall also include the Customer's referral telephone number and new LEC, if available.

1.56 **"Local Access and Transport Area"** or **"LATA"** is As Defined in the Act.

1.57 **"Local Exchange Carrier"** or **"LEC"** is As Defined in the Act.

1.58 **"Local Exchange Routing Guide"** or **"LERG"** means a Bellcore reference customarily used to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

1.59 **"Local Interconnection Trunks/Trunk Groups"** means equipment and facilities that provide for the termination of Local Traffic and IntraLATA Toll Traffic.

1.60 **"Local Number Portability" or "LNP"** means the ability of users or Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability or convenience when switching from one Telecommunications Carrier to another.

1.61 **"Local Traffic"** means local service area calls as defined by the Commission.

1.62 **"Losses"** means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees).

1.63 **"Meet-Point Billing"** means the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service.

1.64 **"Meet Point Trunks"** is as defined in Article VI.

1.65 **"Multiple Bill/Multiple Tariff"** means that each Party will prepare and render its own meet point bill in accordance with its own tariff for its portion of the switched access services.

1.66 **"Multiple Exchange Carrier Access Billing" or "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 Access provided by two or more LECs and/or NECs, or by one LEC in two or more states within a single LATA.

1.67 **"Multiple Exchange Carriers Ordering and Design Guidelines for Access Services" - Industry Support Interface Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface or "MECOD"** means the document developed by the Ordering/Provisioning Committee under the auspices of the OBF, which functions under the auspices of the Carrier Liaison Committee of the ATIS and is published by Bellcore as Special Report SR STS-002643 to establish methods for processing orders for Exchange Access which is to be provided by two or more LECs and/or NECs.

1.68 **"Network Element"** is As Defined in the Act.

1.69 **"New Entrant Carrier" or "NEC"** is a LEC that is not an ILEC.

1.70 **"Normal Business Hours"** means 8:00 a.m. to 5:00 p.m., EST/EDT on Business Days.

1.71 **"North American Numbering Plan"** or **"NANP"** means the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

1.72 **"Number Portability"** is As Defined in the Act.

1.73 **"Numbering Plan Area" or "NPA"** means an area code which is the three digit indicator defined by the "A", "B" and "C" digits of each 10-digit telephone number within the NANP containing 800 possible NXX Codes each. There are two general categories of NPA. "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" ("SAC Code"), means specialized Telecommunications Service which may be provided across multiple geographic NPA areas such as 500, Toll Free Service NPAs, 900 and 700.

1.74 **"NXX Code", or "NXX" or "Central Office Code" or "CO Code"** means the three digit switch entity indicator which is defined by the "D", "E" and "F" digits of a 10-digit telephone number within the NANP containing 10,000 station numbers.

1.75 **"OZZ Code"** means the FGD call path through the access Tandem.

1.76 **"Party"** means either CBT or TWC, and **"Parties"** means CBT and TWC.

1.77 **"Percent Local Usage" or "PLU"** means a calculation representing the ratio of the minutes of Local Traffic to the sum of the minutes of Local Traffic plus the minutes of IntraLATA Toll Traffic sent over Local Interconnection Trunks. PLU does not include directory assistance, BLV/BLVI Traffic, Information Service Traffic, Transit Calls and Exchange Access calls.

1.78 **"Primary Listing"** means the single Directory Listing provided to Customers under the terms of this Agreement. Each telephone configuration that allows a terminating call to hunt for an available line among a series of lines shall be considered a single Customer entitled to a single primary listing.

1.79 **"Public Safety Answering Point" or "PSAP"** means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first; Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.80 **"Publisher"** means CBT's Yellow Pages Directories publisher.

1.81 **"Reciprocal Compensation"** is As Described in the Act.

1.82 **"Signal Transfer Point ("STP")"** means a packet switching function that routes signaling messages among Service Switching Points ("SSPs"), Service Control Points ("SCPs"),

Signaling Point ("SPs"), and other STPs in order to set up calls and to query databases for advanced services.

1.83 **"Switched Access Detail Usage Data"** means a category 1101XX record as defined in the EMR Bellcore Practice BR 010-200-010.

1.84 **"Switched Access Summary Usage Data"** means a category 1150XX record as defined in the EMR Bellcore Practice BR 010-200-010.

1.85 **"Synchronous Optical Network"** or **"SONET"** means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.63 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

1.86 **"Technically Feasible Point"** is As Described in the Act.

1.87 **"Telecommunications"** is As Defined in the Act.

1.88 **"Telecommunications Carrier"** is As Defined in the Act.

1.89 **"Telecommunications Service"** is As Defined in the Act.

1.90 **"Telephone Exchange Service"** is As Defined in the Act.

1.91 **"Telephone Toll Service"** is As Defined in the Act.

1.92 **"Territory"** means all portions of the States of Ohio and Kentucky in which CBT or its successor ILEC is presently authorized to provide Telephone Exchange Services and maintain a Central Office and in which TWC or its Affiliates at any time during the term of this Agreement are authorized to provide Telephone Exchange Service and are served by a TWC Central Office.

1.93 **"Toll Free Service"** means service provided with any dialing sequence that invokes toll-free (i.e., 800-like) service processing. Toll Free Service includes calls to the Toll Free Service 800/888 NPA SAC codes.

1.94 **"Wire Center"** means a building or space within a building which serves as an aggregation point on a network, where transmission facilities and circuits (loops) are connected or switched. Wire Center can also denote a building in which one or more Central Offices, used for the provision of Telephone Exchange Service and Exchange Access, are located. The Wire Center serves as a routing point for Exchange Access service.

## ARTICLE II INTERPRETATION AND CONSTRUCTION

All references to Articles, Sections, Exhibits and Schedules shall be deemed to be references to Articles, Sections of, and Exhibits and Schedules to, this Agreement unless the context shall otherwise require. The headings of the Articles and Sections are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement. Unless the context shall otherwise require, any reference to any agreement, other instrument (including CBT or other third party offerings, guides or practices), statute, regulation, rule or tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or tariff, to any successor provision), unless otherwise agreed or as provided for in Section 26.3. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and their respective counsel and shall be fairly interpreted in accordance with its terms, and, in the event of any ambiguities, no inferences shall be drawn against either Party.

## ARTICLE III INTERCONNECTION ACTIVATION DATES AND BONA FIDE REQUEST

3.1 Interconnection Activation Dates. Subject to the terms and conditions of this Agreement, the Parties expect that Interconnection of their facilities and equipment pursuant to Articles IV, V and VI for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic and Interconnection of the Parties' facilities and equipment to provide TWC access to CBT's Unbundled Network Elements pursuant to Article IX, shall be established on or before the corresponding "Interconnection Activation Date" shown on Schedule 3.0. The Interconnection Activation Date may be further refined by the Committee. Schedule 3.0 may be revised and supplemented from time to time upon the unanimous action of the Committee to provide for a more definite Interconnection Activation Date and/or to reflect additional Interconnections by attaching one or more supplementary schedules to such schedule. CBT agrees to meet an Interconnection Activation Date requested by TWC for subsequent Interconnections if the date specified is not earlier than 120 days after the date on which CBT receives notice from TWC that TWC wishes to establish such Interconnection.

3.2 Bona Fide Request. Any request by TWC for services, including features, capabilities, functionality, Network Elements or combinations that are not otherwise provided by the terms of this Agreement at the time of such request, shall be made pursuant to the Bona Fide Request process set forth on Schedule 3.2.

3.3 TWC Services. In addition to the services specifically provided for in this Agreement, CBT may request additional services from TWC and the Parties will enter into good faith negotiations with respect to such request.

---

**SECTION 6 SUPPLEMENTAL SERVICES (cont'd)**

**6.14 Non-Listed Service**

**6.14.1 General**

Non-listed service means that the Customer's telephone number is not listed in the directory, but it does appear in the Company's Directory Assistance Records.

**6.14.2 Regulations**

This service is subject to the rules and regulations for E911 service, where applicable.

The Company will complete calls to a non-listed number.

When the Company agrees to keep a number unlisted, it does so without any obligation. Except for cases of gross negligence or willful misconduct, the Company is not liable for any damages that might arise from publishing a non-listed number in the directory or disclosing it to another party. If, in error, the telephone number is listed in the directory, the Company's only obligation is to credit or refund any monthly charges the Customer paid for non-listed service.

The Customer indemnifies (i.e., promises to reimburse the Company for any amount the Company must pay as a result of) and holds the Company harmless against any and all claims for damages caused or claimed to have been caused, directly or indirectly, by the publication of a non-listed service or the disclosing of said number to any person.

**6.14.3 Rates and Charges**

There is a monthly charge for each non-listed service. This charge applies if the Customer has other listed service at the same location: if the Customer lives in a hotel, boarding house or club with listed service; or if the service is installed for a temporary period.

Non-listed service charge, per month: \$0.00

---

Issued:  
Issued By:

Tom Cloud  
11252 Cornell Park Drive  
Cincinnati, Ohio 45242

Effective:

3.4 Industry Standards. Each Party will strive to its utmost ability to comply with accepted industry standards in the performance of this Agreement, but will not be liable for any non-compliance by any vendor furnishing such equipment or facilities, provided that such equipment/facilities are of a type generally deployed throughout the industry, currently or at the time deployed. Nothing in this Section shall require a Party to deliver performance, functionality or capabilities from specific equipment or facilities beyond that intended by its vendor.

#### ARTICLE IV INTERCONNECTION PURSUANT TO SECTION 251(c)(2)

4.1 Interconnection Obligation. The Parties agree to Interconnect their respective networks in the Territory for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic between the respective Customers of the Parties. Such network interconnection will be accomplished through facilities to be established pursuant to this Agreement between the TWC Central Offices and the CBT Central Offices set forth on Schedule 3.0. Appropriate trunk groups shall be established referencing the appropriate TWC Central Office and CBT Central Office.

4.2 Point of Interconnection.

4.2.1 For each CBT Central Office where TWC and CBT Interconnect, TWC and CBT agree that there shall be a Point(s) of Interconnection ("POI") located at the demarcation point between TWC's network and CBT's Central Office. Interconnection shall be accomplished at any technically feasible POI by any technically feasible means, including (i) a Fiber-Meet as provided in Section 4.3; (ii) Collocation at any technically feasible Premise as provided in Article XVI; or (iii) any other Interconnection method to which the Parties may agree in advance of the applicable Interconnection Activation Date and that is consistent with the Act. For Interconnection methods other than a Fiber-Meet, TWC will have the right to designate the Interconnection Point(s) in the LATA. For Interconnection by Fiber-Meet, the Parties shall mutually agree on the Interconnection Point(s). There will be at least one Interconnection Point within the LATA; however, TWC may designate additional Interconnection Points in the LATA, subject to the terms and conditions of this Article IV. CBT shall not charge additional rearrangement, reconfiguration, disconnection or other non recurring fees associated with the reconfiguration of TWC's interconnection arrangement at any CBT Central Office.

4.2.2 For the purpose of traffic originating from CBT and terminating to TWC, CBT may establish a point of interconnection at TWC's collocation space at the CBT Central Office. TWC will charge CBT non-recurring charges for cross-connects at rates equal to 1/2 of the non-recurring charges CBT billed to TWC for those facilities. TWC will charge CBT for transport from the collocation space to TWC's End Office at the applicable Transport Facility rate under this Agreement. When the Parties are using two-way trunks for Local Traffic and IntraLATA Toll Traffic, TWC shall charge CBT a pro-rated portion of the monthly fee for cross-connects.

#### 4.3 Fiber-Meet

4.3.1 If the Parties Interconnect their networks pursuant to a Fiber-Meet, the Parties shall jointly engineer and operate a single Synchronous Optical Network ("SONET") transmission system. The Parties will agree upon the specific Optical Line Terminating Multiplexor ("OLTM") equipment to be utilized at each end of the SONET transmission system.

4.3.2 CBT shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in each CBT Interconnection Wire Center ("CIWC") identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

4.3.3 TWC shall, wholly at its own expense, procure, install and maintain the agreed upon OLTM equipment in the TWC Interconnection Wire Center ("TIWC") identified on Schedule 3.0, in capacity sufficient to provision and maintain all logical trunk groups prescribed by Articles V and VI.

4.3.4 CBT shall designate a manhole or other suitable entry-way immediately outside the CIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable TWC to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the CIWC. TWC shall deliver and maintain such strands wholly at its own expense. Upon verbal request by TWC to CBT in the event of service-affecting trouble, CBT will allow TWC access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after the request - normally within 1 hour during Normal Business Hours and within 2 hours outside of Normal Business Hours.

4.3.5 TWC shall designate a manhole or other suitable entry-way immediately outside the TIWC as a Fiber-Meet entry point, and shall make all necessary preparations to receive, and to allow and enable CBT to deliver, fiber optic facilities into that manhole with sufficient spare length to reach the OLTM equipment in the TIWC. CBT shall deliver and maintain such strands wholly at its own expense. Upon verbal request by CBT to TWC in the event of service-affecting trouble, TWC will allow CBT access to the Fiber-Meet entry point for maintenance purposes as promptly as possible after the request - normally within 1 hour during Normal Business Hours and within 2 hours outside of Normal Business Hours.

4.3.6 TWC shall pull the fiber optic strands from the TWC-designated manhole/entry-way into the TIWC and through appropriate internal conduits TWC utilizes for fiber optic facilities and shall connect the CBT strands to the OLTM equipment TWC has installed in the TIWC.

4.3.7 CBT shall pull the fiber optic strands from the CBT-designated manhole/entry-way into the CIWC and through appropriate internal conduits CBT utilizes for fiber optic facilities and shall connect the TWC strands to the OLTM equipment CBT has installed in the CIWC.

4.3.8 Each Party shall use its best efforts to ensure that fiber received from the other Party will enter that Party's Wire Center through a point separate from that through which the Party's own fiber exited. However, neither Party is required to construct a second entrance if a second entrance does not exist.

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

4.4 Additional Switches. If TWC or any of its Affiliates deploys additional switches in the Territory after the date hereof or otherwise wishes to establish Interconnection with additional CBT Central Offices, TWC shall be entitled upon written notice thereof to CBT to establish such Interconnection and the terms and conditions of this Agreement shall apply to the Interconnection of such switches with CBT's Central Offices. If either Party establishes an additional Tandem Switch in the Territory, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate trunk groups connections and the sub-tending arrangements relating to Tandem Switches and End Offices which serve such other Party's Customers within the Exchange Areas served by such Tandem Switches. The notice given pursuant to this Section must include (i) the POI TWC has designated (or if such Interconnection is pursuant to a Fiber-Meet, the POI TWC requests); (ii) TWC's requested Interconnection Activation Date; and (iii) a forecast of TWC's trunking requirements. Unless otherwise agreed by the Parties, each new Interconnection Activation Date shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is no more than 120 days after the date on which TWC delivered notice to CBT pursuant to this Section. Within 10 Business Days of CBT's receipt of this notice, CBT and TWC shall confirm the POI and the Interconnection Activation Date by attaching a supplementary schedule to Schedule 3.0.

4.5 Sizing and Structure of Interconnection Facilities. The Parties shall mutually agree as to the appropriate sizing for Interconnection facilities based hereunder on the standards set forth in this Agreement. The Interconnection facilities provided by each Party shall be at either the DS-0, DS-1 or DS-3 level, according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties during planning - forecasting meetings.

4.6 Nondiscriminatory Interconnection. Interconnection shall be equal in quality to that provided by the Parties to themselves or any subsidiary, Affiliate or other person. For purposes of this Section 4.6, "equal in quality" means the same technical criteria and service standards that the providing Party uses within its own network. If TWC requests an Interconnection that is of a different quality than that provided by CBT to itself or any subsidiary, Affiliate or other person, such request shall be treated as a Bona Fide Request and established upon rates, terms and conditions consistent with the Act.

#### 4.7 Standards of Performance.

4.7.1 Each Party shall provide the other Party Interconnection in accordance with Section 4.6 as determined by this Section 4.7 and as required in Schedule 4.7 (collectively, the "Interconnection Performance Benchmarks").

4.7.2 To determine CBT's compliance with the Interconnection Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms of Section 18.1 and the criteria in Schedule 4.7.

4.7.3 TWC will be eligible for "Incident Related Service Credits" and "Non-Performance Service Credits" in accordance with the terms and restrictions described in Section 18.2.

### **ARTICLE V TRANSMISSION AND ROUTING OF TELEPHONE EXCHANGE SERVICE TRAFFIC PURSUANT TO SECTION 251(c)(2)**

5.1 Scope Article V prescribes parameters for the Local Interconnection Trunk Groups to be effected over the Interconnections specified in Article IV for the transmission and routing of Local Traffic and IntraLATA Toll Traffic between the Parties' respective Telephone Exchange Service Customers.

5.2 Trunking Criteria. The Committee will work to establish direct trunking criteria that will provide for efficient network utilization both from a cost and an engineering perspective.

5.3 Local Interconnection Trunks. Unless otherwise agreed (e.g., in the case of 911 trunks) the Parties shall configure two-way trunk groups as a direct transmission path through the Interconnection Point(s) specified in Schedule 3.0. TWC shall specify the Digital Signal Level of the trunk facilities (e.g., DS0, DS1 or higher, where available) consistent with the forecasting requirements in Section 19.3. No Party shall terminate Exchange Access traffic or originate untranslated 800/888 traffic over Local Interconnection Trunks.

5.4 Signaling Protocol. The Parties shall interconnect their networks using Signaling System 7 ("SS7") signaling as defined in Bellcore GR-317 and GR-394, including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCIS-based features. TWC may establish CCIS interconnection either directly or through a third party. TWC shall establish outgoing multifrequency ("MF") trunks to CBT for 911 traffic. All applicable CCIS signaling parameters shall be provided including CPN. All privacy indicators shall be honored.

5.5 SS7 Interconnection. Each Party is responsible for requesting Interconnection to the other Party's CCIS network where SS7 signaling on the trunk group(s) is desired. Each Party shall connect to a pair of access STPs where traffic will be exchanged or shall arrange for

signaling connectivity through a third-party provider that is connected to the other Party's signaling network. The Parties shall establish Interconnection at the STP.

5.6 Decommission. If CBT decides to decommission a Central Office or switch, CBT shall not charge TWC for moving Collocation arrangements.

5.7 64CCC. Where available, and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 Kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

5.8 Traffic Delivery. Each Party shall deliver all traffic destined to be terminated at the other Party's Central Office in accordance with the serving arrangements defined in the LERG.

5.9 Choke Trunk Group. TWC will establish a separate choke trunk group in accordance with the forecasts provided in Section 19.3 for traffic to Mass Calling Codes.

5.10 N11 Codes. Calls completed using N11 codes (i.e., 411, 511, 911) shall not be sent between TWC's and CBT's networks over the Local Interconnection Trunk Groups.

5.11 Grades of Service. The Parties shall initially engineer and shall jointly monitor and enhance all trunk groups consistent with the Implementation Plan. A blocking standard of one-half of one percent (0.005) for all final trunk group traffic via tandem and a blocking standard of one percent (0.01) during the average busy hour for all other final trunk group traffic, as defined by industry standards, shall be maintained.

5.12 Reciprocal Compensation Arrangements -- Section 251(b)(5).

5.12.1 Reciprocal Compensation applies for transport and termination of Local Traffic billable by CBT or TWC that a Telephone Exchange Service Customer originates on CBT's or TWC's network for termination on the other Party's network. The Parties shall compensate each other for such transport and termination of Local Traffic at the rates provided in the Pricing Schedule. If the POI between the Parties is at a CBT Tandem Office, the Parties shall reciprocally pay the Tandem Local Traffic Rate. If the POI between the Parties is at a CBT End Office, the Parties shall reciprocally pay the End Office Local Traffic Rate.

5.12.2 The Parties acknowledge that the Pricing Schedule provides for a per minute/per mile charge for Tandem Transport Facility for tandem-routed Local Traffic and Transit Traffic. CBT agrees to determine as soon as practicable whether its billing system can accommodate a blended per minute rate that includes an assumed average mileage charge. If so, the Committee will agree upon an average mileage for this purpose and multiply that mileage by the applicable Tandem Transport Facility charge to arrive at a uniform per-minute Tandem Transport Facility charge. If CBT reasonably determines that its billing system cannot accommodate a blended rate, then TWC may opt to apply CBT's average actual mileage for Local Traffic terminated by CBT to Local Traffic terminated by TWC for purposes of mutual

compensation billing to CBT. In such case, CBT will provide its average mileage for calls terminated to TWC in the immediately preceding month for TWC's use in preparing its mutual compensation billing for a particular billing month.

5.12.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Exchange Access. All Exchange Access and all IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state tariffs.

5.12.4 Each Party shall charge the other Party its effective tariffed intraLATA access rates for the transport and termination of all IntraLATA Toll Traffic.

## **ARTICLE VI TRANSMISSION AND ROUTING OF EXCHANGE ACCESS TRAFFIC PURSUANT TO 251(c)(2).**

6.1 Scope. Article VI prescribes parameters for certain trunk groups ("Meet-Point Trunks") to be established over the Interconnections specified in Article IV for the transmission and routing of Exchange Access traffic and untranslated Toll Free Service Traffic between TWC Telephone Exchange Service Customers and Interexchange Carriers.

6.2 Meet-Point Trunks. The Parties shall jointly establish, Meet-Point Trunks to enable TWC and CBT to jointly provide Exchange Access to IXC's via a CBT Central Office. The Meet-Point Trunks shall be two-way trunks which are separate from the Local Interconnection Trunks and shall be used solely for the transmission and routing of Exchange Access traffic.

6.3 CCIS. The Parties shall provide CCIS to each other, where and as available, in conjunction with the two-way Meet-Point Trunk Groups. The Parties may establish CCIS Interconnections either directly or through a third-party. The Parties shall cooperate in the exchange of TCAP messages to facilitate full interoperability of CCIS-based features between their respective networks, including all CLASS features and functions to its own Customers. The Parties shall provide all CCIS signaling, Billing Number, originating line information ("OLP") and any other such similar service. For terminating FGD, CBT shall pass CPN if it receives CPN from FGD carriers. All privacy indicators shall be honored. Where available, network signaling information such as Transit Network Selection ("TNS") parameter (CCIS platform) and OZZ/CIC information (non-CCIS environment) shall be provided by TWC whenever such information is needed for call routing or billing. The Parties shall follow existing OBF adopted standards pertaining to TNS and OZZ/CIC codes.

### 6.4 Toll Free Service.

6.4.1 All originating Toll Free Service calls for which CBT performs the Service Switching Point ("SSP") function (e.g. performs the database query) shall be delivered by TWC using GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic. If TWC becomes a toll free service provider, CBT shall deliver traffic using the GR-394 format over a Meet-Point Trunk Group designated for Toll Free Service traffic.

6.4.2 All originating Toll Free Service calls for which TWC performs the SSP function, if delivered to CBT, shall be delivered by TWC using GR-394 format over the Meet-Point Trunk Group for calls destined to IXCs, or shall be delivered by TWC using GR-317 format over the Local Interconnection Trunk Group for calls destined to End Offices that directly subtend CBT access tandems.

6.5 FGB. Originating Feature Group B calls shall be delivered to CBT's Tandem using the interLATA trunk groups.

6.6 Meet-Point Billing Services.

6.6.1 Pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issue 5, June 1994, the Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge. If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures, as applicable to this Agreement, within a reasonable period of time. Each party shall provide the other Party the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of either Party's network in a TWC/CBT MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Each Party will be entitled to reject a record that does not contain a CIC.

6.6.2 TWC shall designate the access Tandem or any other reasonable facilities or points of Interconnection for the purpose of originating or terminating IXC traffic. For the access Tandem designated, the Parties shall mutually agree upon a billing percentage as set forth in Schedule 6.6 and shall further agree upon billing percentages for additional routes, if any, which billing percentages shall be set forth in Schedule 6.6 as amendments hereto. Either Party may make this billing percentage information available to IXCs. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.

6.6.3 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access tariffs, as required, until such time as such information can be included in the National Exchange Association ("NECA") FCC Tariff No. 4.

6.6.4 Each Party shall implement the "Multiple Bill/Multiple Tariff" option in order to bill the IXC for each Party's own portion of jointly provided Telecommunications Service.

## 6.7 Data Format and Data Transfer.

6.7.1 Necessary billing information will be exchanged on magnetic tape or via electronic data transfer using the EMR format.

6.7.2 TWC shall provide to CBT, on a monthly basis, the Switched Access Summary Usage Data (category 1150XX records), via magnetic tape using a mutually agreed upon format.

6.7.3 CBT shall provide to TWC, on a weekly basis, the Switched Access Detail Usage Data (category 1101XX records) on magnetic tape using EMR format no later than ten (10) calendar days from the usage recording date. CBT and TWC shall use best efforts to migrate to electronic data transfer when both Parties have the capability.

6.7.4 Each Party shall coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the Meet-Point Billing service. Each Party shall notify the other Party if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.

6.7.5 When CBT records on behalf of TWC and Access Detail Usage Data is not submitted to TWC by CBT in a timely fashion or if such Access Detail Usage Data is not in proper format as previously defined and if as a result TWC is delayed in billing IXC, then late payment charges will be payable by CBT to TWC. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late.

6.7.6 If Summary Access Usage Data is not submitted to CBT in a timely fashion or if it is not in proper format as previously defined and if as a result CBT is delayed in billing IXC, then late payment charges will be payable by TWC to CBT. Late payment charges will be calculated on the total amount of late access usage charges at the rate of 0.000493% per day (annual percentage rate of eighteen percent (18%)) compounded daily for the number of days late. Excluded from this provision will be any detailed usage records not provided by the subsequent billing company in a timely fashion.

## 6.8 Errors or Loss of Access Usage Data.

6.8.1 Errors may be discovered by TWC, the IXC or CBT. Each Party agrees to use reasonable efforts to provide the Other Party with notification of any discovered errors within 5 Business Days of such discovery. A Party may recover against the other Party due to errors or loss of access usage whenever a Party's IXC customer successfully asserts any claim for which the Party making the error is responsible.

6.8.2 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on 3 months of prior usage data. In the event three (3) months of prior usage

data is not available, the Parties shall defer such reconstruction until three (3) months of prior usage data is available.

6.9 Payment. The Parties shall not charge one another for the services rendered pursuant to this Article VI.

6.10 Toll Free Service Calls. The meet-point billing process in accordance with Section 6.7 above shall apply to all Toll Free Service calls where the provider is an IXC. Each party shall be responsible for billing its portion of the charges described herein.

6.11 Exchange Access Service. If any Party provides intermediary functions for Exchange Access service connection between an IXC and other Party, each Party shall provide their own Exchange Access services to the IXC on a meet point basis. The meet point billing arrangement shall be through the multiple bill. Each Party shall bill its own network access services rates to the IXC with the exception of the residual interconnection charge. The residual interconnection charge, if any, shall be billed by the Party providing the End Office function.

## **ARTICLE VII MEASUREMENT AND BILLING; TRUNK FORECASTING AND SERVICING**

### **7.1 Measurement and Billing.**

7.1.1 For billing purposes, each Party shall pass CPN information on each call that it originates over the Local/IntraLATA Trunks; provided that all calls exchanged without CPN information shall be billed as either Local Traffic or IntraLATA Toll Traffic based upon a percentage of local usage (PLU) factor calculated based on the amount of actual volume during the preceding three (3) months. The factors will be reevaluated every three (3) months and provided to the Other Party within twenty (20) calendar days after the end of each quarter. If a PLU factor is not provided, the one already in effect stays in effect (i.e., no default). If either Party fails to pass at least ninety percent (90%) of calls (other than Operator Services calls) with CPN that it originates within a monthly period on a specific trunk, then either Party may require that separate trunk groups for Local Traffic and IntraLATA Toll Traffic and, if applicable, Exchange Access Traffic be established for that specific trunk.

7.1.2 Measurement of Telecommunications traffic billed hereunder shall be (i) in actual conversation seconds for Local Traffic and (ii) in accordance with applicable tariffs for all other types of Telecommunications traffic. The actual conversation seconds for each type of traffic will be totaled for the entire monthly billing cycle and then rounded to the next whole minute.

7.1.3 The Parties shall provide each other monthly usage data for all traffic transported and terminated through the Tandem Office and End Office Interconnections established under this Agreement.

7.1.4 The Parties acknowledge that there are certain types of calls that require exchange of billing records between the Parties. These types of records include intraLATA alternate billed calls (e.g., calling card, bill-to-third party, and collect records and IEC-provided Toll Free Service records). The exchange of billing records for calls of this type that are subject to the Intercompany Settlements (ICS) process will be handled through the existing CMDS processes. The payments of revenues for these types of calls will be handled through Calling Card and Third Number Settlement ("CATS") with the CMDS host and local arrangements with CBT. The Committee will agree upon a process for handling the settlement of non-ICS alternate billed messages between the Parties.

7.1.5 For Toll Free Service, originating switched access charges, the 800 query charge and the record provision charge shall be billed by the Party originating the call to the Toll Free Service provider.

7.1.6 Each Party shall calculate terminating Interconnection minutes of use based on standard AMA recordings made within each Party's network.

## 7.2 Trunk Forecasting.

7.2.1 The Parties shall work towards the development of joint forecasting responsibilities for the traffic utilization over trunk groups. Intercompany forecast information must be provided by the Parties to each other quarterly or more frequently as the Committee may determine. The quarterly forecasts shall include, among other things:

- a. Yearly forecasted trunk quantities including, without limitation, measurements that reflect actual tandem Local Interconnection Trunks and Meet-Point Trunks and tandem-subtending Local Interconnection End Office equivalent trunk requirements for a minimum of three (current and plus-1 and plus-2) years; provided that the current year forecast shall show a monthly forecast;
- b. The use of Common Language Location Identifier (CLLI-MSG), which is described in Bellcore documents BR 795-100-100 and BR 795-400-100; and
- c. A description of major network projects anticipated for the following six (6) months.

The Parties shall review engineering requirements on a semi-annual basis and establish annual forecasts for trunk and facilities utilization provided under this Agreement. Trunk growth shall be implemented as dictated by engineering requirements.

7.2.2 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.

## 7.3 Trunk Servicing.

7.3.1 Orders between the Parties to establish, add, change or disconnect trunks shall be processed by use of an Access Service Request ("ASR").

7.3.2 The Parties shall jointly manage the capacity of Local Interconnection Trunk Groups. Either Party may send the other an ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party desires based on the ordering Party's capacity assessment. The receiving Party shall issue a Firm Order Commitment ("FOC") and a Design Layout Record ("DLR") to the ordering Party within five (5) Business Days after receipt of the ASR.

7.3.3 Orders that comprise a major project (i.e., new switch deployment) shall be submitted in accordance with a mutually agreed schedule, and their implementation shall be jointly planned and coordinated.

7.3.4 Service requested in an ASR shall be provided within the intervals set forth in Schedule 4.7.

7.3.5 If a Party requires trunk servicing within shorter time intervals than those provided for in this Article VII due to a *bona fide* Customer demand and such trunk servicing was not forecasted by a Party pursuant to Article XXI, such Party may designate its ASR as an "Expedite" and the other Party shall issue its FOC and DLR and use its best efforts to install service as soon as reasonably possible.

7.3.6 TWC shall be responsible for engineering its network on its side of the POI. CBT shall be responsible for engineering the POI and its network on its side of the POI.

## ARTICLE VIII TRANSPORT AND TERMINATION OF OTHER TYPES OF TRAFFIC

### 8.1 BLV/BLVI Traffic.

8.1.1 Busy Line Verification ("BLV") is performed when one Party's Customer requests assistance from the operator bureau of the other Party to determine if the called line is in use, the Operator Bureau will verify conversation on the line, but will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call.

8.1.2 Busy Line Verification Interrupt ("BLVI") is performed when one Party's operator bureau interrupts a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the Customer initiating the BLVI request. The operator bureau will make only one BLVI attempt per Customer operator telephone call, and the applicable charge applies whether or not the called party releases the line.

8.1.3 Each Party's operator bureau shall accept BLV and BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks. Each Party shall route BLV/BLVI Traffic inquiries over operator inward trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus.

8.1.4 Each Party shall compensate the other Party for BLV/BLVI traffic as set forth in the Pricing Schedule.

## 8.2 Transit Service

8.2.1 In addition to the Interconnection and other services provided to TWC by CBT under this Agreement that are required under the Act, CBT agrees that it shall also provide Transit Service to TWC on the terms and conditions set forth in this Section 8.2.

8.2.2 "Transit Service" means the delivery of certain traffic between a Party and a third party LEC, ILEC or CMRS provider by the Other Party over the Local/IntraLATA Trunks. The following traffic types will be delivered: (i) Local Traffic and IntraLATA Toll Traffic originated from either party to such third party LEC, ILEC or CMRS provider, and (ii) IntraLATA Toll Traffic originated from such third party LEC, ILEC or CMRS provider and terminated to TWC.

8.2.3 The Parties shall reciprocally compensate each other for Local Traffic and IntraLATA Toll Traffic a Party originates over the Transit Service at the rate specified in the Pricing Schedule plus any additional charges or costs such terminating third party LEC, ILEC or CMRS provider imposes or levies on the providing Party for the delivery or termination of such traffic, including any switched access charges.

8.2.4 For traffic originated by a Third Party and terminating to an end user of a Party:

- (i) The providing Party will collect, from the Third Party, compensation for transit due the providing Party.
- (ii) On an interim basis, subject to Section 8.2.5, the providing Party will compensate the terminating Party for Local Traffic or IntraLATA Toll termination at the applicable rates under this Agreement and will bill and collect from the Third Party for such service.

8.2.5 The Parties acknowledge that they are each responsible for make direct billing and compensation arrangements with each Third Party. Each Party will use all reasonable efforts to make such arrangements as quickly as possible and will notify the other Party when such arrangements are made. Such direct arrangements will then supersede Section 8.2.4 (ii) with respect to the Third Parties subject to those arrangements.

8.2.6 CBT expects that all networks involved in transit traffic will deliver each call to each involved network with CCIS and the appropriate Transactional Capabilities Application Part ("TCAP") message to facilitate full interoperability and billing functions. In all cases, TWC is responsible to follow the EMR standard and exchange records with both CBT and the terminating LEC, ILEC or CMRS provider to facilitate the billing process to the originating network.

## **ARTICLE IX**

### **UNBUNDLED ACCESS – SECTION 251(c)(3).**

#### **9.1 Access to Network Elements.**

9.1.1 CBT shall provide TWC access to CBT's Network Elements on an unbundled basis at any Technically Feasible Point in accordance with the terms and conditions of this Article IX. CBT shall provide TWC access to each unbundled Network Element, along with all of such unbundled Network Element's features, functions and capabilities in a manner that shall allow TWC to provide any Telecommunications Service that can be offered by means of that Network Element; provided that the use of such Network Element is consistent with the Act.

9.1.2 Notwithstanding anything to the contrary in this Article IX, CBT shall not be required to provide Network Elements beyond those identified in 47 C.F.R. § 51.319 to TWC if:

(1) The Commission concludes that:

(a) such Network Element is proprietary or contains proprietary information that will be revealed if such Network Element is provided to TWC on an unbundled basis; and

(b) TWC could offer the same proposed Telecommunications Service through the use of other, nonproprietary Network Elements within CBT's network; or

(2) The Commission concludes that the failure of CBT to provide access to such Network Element would not decrease the quality of, and would not increase the financial or administrative cost of, the Telecommunications Service TWC seeks to offer, compared with providing that service over other unbundled Network Elements in CBT's network.

9.1.3 CBT shall be required to make available Network Elements, including facilities and software necessary to provide such Network Elements, where available. If CBT makes available Network Elements that require special construction, TWC shall pay to CBT any applicable special construction charges, as determined in accordance with the Act. The Parties shall mutually agree on the nature and manner of any required special construction, the applicable

charges thereto and the negotiated interval(s) that will apply to the provisioning of such Network Element(s) in lieu of the standard intervals set forth on Schedule 9.8.

9.1.4 CBT shall permit TWC to connect TWC's facilities or facilities provided to TWC by third parties with each of CBT's unbundled Network Elements at any point on CBT's network designated by TWC that is technically feasible.

9.2 Network Elements. At the request of TWC, CBT shall provide TWC access to the following Network Elements on an unbundled basis:

9.2.1 Local Loops, as more fully described on Schedule 9.2.1;

9.2.2 The Network Interface Device, as more fully described on Schedule 9.2.2;

9.2.3 Interoffice Transmission Facilities, as more fully described on Schedule 9.2.3;

9.2.4 Signaling Links and Call-Related Databases, as more fully described on Schedule 9.2.4;

9.2.5 Directory Assistance, as more fully described on Schedule 9.2.5; and

9.2.6 Operations Support Systems ("OSS") functions as more fully described on Schedule 9.2.6.

9.3 Nondiscriminatory Access to and Provision of Network Elements.

9.3.1 Subject to Section 9.3.3, the quality of an unbundled Network Element, as well as the quality of the access to such unbundled Network Element that CBT provides to TWC, shall be (i) the same for all Telecommunications Carriers requesting access to such Network Element and (ii) at least equal in quality to that which CBT provides to itself, its subsidiaries, affiliates or any other person, unless CBT proves to the Commission that it is not technically feasible to provide the Network Element requested by TWC, or access to such Network Element at a level of quality that is equal to that which CBT provides itself.

9.3.2 CBT shall provide TWC access to Network Elements, on terms and conditions no less favorable than the terms and conditions under which CBT provides such elements to itself, its subsidiaries, affiliates and any other person, including the time within which CBT provisions such access to Network Elements, except as may be provided by the Commission pursuant to Section 9.1.2.

9.3.3 Upon the request of TWC made in accordance with the Bona Fide Request process, CBT shall provide to TWC a Network Element and access to such Network Element that is different in quality to that required under Sections 9.3.1 and 9.3.2, unless CBT proves to

the Commission that it is not technically feasible to provide the requested Network Element or access to such Network Element at the requested level of quality.

9.3.4 CBT shall make available to TWC the following Combinations as described in Schedule 9.3.4 at the rates set forth in the Pricing Schedule. Combinations that include the "Unbundled Local Loop" will be priced and configured with the Two Wire Analog Voice Grade Loop Element as described in Schedule 9.3.4.

9.3.4.1 Loop Combination.

9.3.4.2 Loop/Transport Combination #1. (VG Interface)

9.3.4.3 Loop/Transport Combination #2. (DS1 Interface)

9.4 Provisioning of Network Elements.

9.4.1 CBT shall provide TWC unbundled Network Elements as set forth on Schedule 9.4.

9.4.2 CBT shall provide TWC access to the Operations Support Systems Functions for CBT's pre-ordering, ordering, provisioning, maintenance and repair, and billing that relate to the Network Elements that TWC purchases hereunder. Access to such Operations Support Systems functions shall be as provided in Schedule 9.2.6 and the Implementation Plan.

9.4.3 Prior to submitting an order for a Network Element that replaces, in whole or in part, a service offered by CBT or any other telecommunications provider for which CBT changes a primary local exchange carrier, TWC shall provide a representation of authorization in the form set forth on Schedule 10 that applies to all orders submitted by TWC under this Agreement that require a primary local exchange carrier change.

9.4.4 CBT and TWC shall coordinate cutover of customer lines as described in Schedule 9.4.4

9.5 Pricing of Unbundled Network Elements.

9.5.1 CBT shall charge TWC the non-recurring (including any applicable connection charges) and monthly recurring rates for unbundled Network Elements (including the monthly recurring rates for those specific Network Elements, service coordination fee and Cross-Connect charges) as specified in the Pricing Schedule. If TWC requests or approves a CBT technician to perform services in excess of or not otherwise detailed in the Pricing Schedule, CBT may charge TWC for any additional and reasonable labor charges to perform such services. For the purposes of this Agreement "Line Connection Service" means any non-recurring activity performed at the CBT Central Office or the CBT side of the network interface required to connect a specified Network Element to any Customer- or end user provided element or required to interconnect contiguous Network Elements.

9.5.2 If TWC orders a Combination identified in Section 9.3.4 and the provision of any such Combination requires CBT to modify any of its existing systems, service development processes or its network (beyond that required for CBT to provision its own retail services) to provide access to such Combination, TWC shall be required to compensate CBT for any costs incurred to provide access to such Combination.

9.6 Billing. CBT shall bill TWC for access to unbundled Network Elements in accordance with Section 30.6.

9.7 Maintenance of Unbundled Network Elements.

9.7.1 If TWC reports to CBT a suspected failure of a Network Element, TWC specifically requests a dispatch, CBT dispatches a technician, and such trouble was not caused by CBT's facilities or equipment, then TWC shall pay CBT a maintenance of service charge as set forth in the Pricing Schedule.

9.7.2 CBT shall provide TWC maintenance of unbundled Network Elements provided by CBT hereunder on terms and conditions no less favorable than CBT provides for itself, consistent with the Act.

9.8 Standards of Performance.

9.8.1 CBT shall provide to TWC access to unbundled Network Elements in accordance with Section 9.3, as determined by this Section 9.8 and as required in Schedule 9.8 (including any Combinations, service levels and intervals that may be requested by TWC and agreed upon by the Parties pursuant to a Bona Fide Request), (collectively, the "Network Element Performance Benchmarks").

9.8.2 To determine CBT's compliance with the Network Element Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 18.1 and the criteria in Schedule 9.8.

9.8.3 TWC will be eligible for "Incident Related Service Credits" and "Non-Performance Service Credits" in accordance with the terms and restrictions described in Section 18.2.

9.8.4 If the parties agree pursuant to Section 3.3 that TWC will provide CBT any services constituting unbundled Network Elements, the Parties will develop appropriate performance benchmarks and TWC will maintain records with respect to its performance with respect to those benchmarks.

## **ARTICLE X OPERATIONAL MATTERS**

10.1 A maintenance of service charge shall apply when any Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:

- a. No trouble is found in the Interconnection trunks; or
- b. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
- c. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.

10.2 If a maintenance of service initial charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge shall be canceled.

10.3 Each Party shall bill the other Party for maintenance of service in accordance with the rates, terms and conditions contained in their respective tariffs. The Parties shall exchange maintenance of services contracts and escalation lists.

10.4 In answering misdirected repair calls, no Party shall make disparaging remarks about another, nor shall they use repair calls as the basis for internal referrals or to solicit customers to market services. A Party may respond with factual information in answering customer questions.

10.5 All Parties shall provide their respective repair numbers to each other for purposes of Customer referrals.

## **ARTICLE XI 911 AND E911 SERVICE AND DIRECTORY ASSISTANCE- SECTION 271(c)(2)(B)(vii).**

### **11.1 E911.**

11.1.1 CBT shall provide E9-1-1 Service to TWC's Customers on the same basis that CBT provides E9-1-1 Service to its own Customers in the municipality where such E9-1-1 Service is provided pursuant to the terms and conditions set forth in this Section 11.1 in each Rate Center in which (i) TWC is authorized to provide local exchange services and (ii) CBT is the E9-1-1 service provider.

### **11.1.2 Service and Facilities Provided.**

- (a) CBT will provide TWC with multiplexing at a designated CBT Central Office at the rates set forth at in the Pricing Schedule. CBT will also provide TWC with trunking from the CBT Central Office to the designated CBT Control Office(s) with sufficient capacity to route TWC's originating 9-1-1 calls over Service Lines to the designated primary PSAP or to designated alternate locations. Such trunking will be provided at the rates set forth in Pricing Schedule. If TWC forwards the ANI information of the calling party to the Control Office, CBT will forward that calling number and the associated street address to the PSAP for display. If no ANI is forwarded by TWC, CBT will display a Central Office identification code for display at the PSAP.
- (b) The Parties will agree upon the proper quantity of trunks from its switches to the CBT Central Office(s), including Diverse Routes, where available. Trunks between the CBT Central Office and the CBT Control Office shall be delivered consistent with time frames that CBT provides itself or other customers, but in no case shall it exceed thirty (30) days. Following delivery, TWC and CBT will cooperate to promptly test all transport facilities between TWC's network and the CBT Control Office to assure proper functioning of the E9-1-1 service.
- (c) CBT will provide to TWC or its agent in paper, on diskette or mechanized format the master street address guide information (the "E9-1-1 A&R Information") and TWC will seek the appropriate governmental approval if required that will (i) enable TWC to make pre-edits to validate the street addresses of TWC Customers and (ii) specify which E9-1-1 Control Office serves as the jurisdictional E9-1-1 answering point for Customers within the Exchange Areas served by TWC. The E9-1-1 A&R Information will be provided by exchange rate center or community upon request. Until such time as a mechanized process for provision of this information is made available by CBT, CBT shall provide to TWC or its agent in diskette format any updates to the E9-1-1 A&R Information on a quarterly basis or as soon as reasonably practicable after such updates occur. CBT will provide TWC the file format rules and definitions of E9-1-1 A&R Information at the time it provides such E9-1-1 A&R Information.
- (d) CBT will coordinate access to the CBT ALI database for the initial loading and updating of TWC Customer information. Access coordination will include:
- (1) CBT-provided format requirements and a delivery address for TWC to supply an electronic version of Customer telephone numbers, addresses and other information, both for the initial load and, where applicable, daily updates. CBT shall confirm receipt of this data as described in Section 11.1.2(g);

- (2) Coordination of error resolution involving entry and update activity;
  - (3) Provisioning of specific E9-1-1 routing information on each access line;
  - (4) Updating the CBT ALI database from paper records of service order activity supplied by TWC is optional. The charge for this service is separate and set forth in the Pricing Schedule under the category "Optional Manual Update"; and
  - (5) Providing TWC with reference data required to ensure that TWC's Customer will be routed to the correct PSAP when originating a E9-1-1 call.
- (e) In the event of a CBT or TWC E9-1-1 trunk group failure, the Party that owns the trunk group will notify, on a priority basis, the other Party of such failure, which notification shall occur within one hour of that Party becoming aware of the failure or sooner if required under Applicable Law. The Parties will exchange a list containing the names and telephone numbers of the support center personnel responsible for maintaining the E9-1-1 Service between the Parties.
- (f) CBT will provide the order number and circuit identification code in advance of the service due date.
- (g) TWC or its third-party agent will provide CNA data to CBT for use in entering the data into the E9-1-1 database. The initial CNA data will be provided to CBT in a NENA-Recommended Format for Data Exchange, version to be determined by CBT. TWC or its agent will provide updates to the ALI database when changes occur. If TWC assigns responsibility to CBT for error correction, TWC will reimburse CBT for the cost of that service. If errors in CNA data updates caused by TWC or its third party agent cause a failure in CBT's database, TWC will be responsible for the reasonable costs, if any, incurred by CBT in recovering its database. Also, if any error in or corruption of data provided by TWC or its Third Party vendor results in a failure of the system used by CBT to maintain the database, TWC will be responsible for the reasonable direct costs, if any, incurred by CBT to restore its system to normal performance, but not consequential damages or indirect costs. CBT will confirm receipt of such data and corrections by the next Business Day by providing TWC with a report of the number of items sent, the number of items entered correctly, and the number of errors. CBT will provide the ability to reconcile TWC CNA information as it resides in the CBT ALI database.

- (h) TWC will monitor the E9-1-1 circuits for the purpose of determining originating network traffic volumes. TWC will notify CBT if traffic study information indicates that additional circuits are required to meet the current level of E9-1-1 call volumes.
- (i) Incoming trunks for E9-1-1 shall be engineered to assure minimum P.01 grade of service, as measured using the "busy day/busy hour" criteria.
- (j) All E9-1-1 trunks must be capable of transmitting and receiving Baudot code necessary to support the use of Telecommunications Devices for the Deaf (TTY/TDDs).
- (k) TWC shall report errors, defects and malfunctions to CBT. CBT shall provide TWC with the point of contact for reporting errors, defects and malfunctions in the service and shall also provide escalation contacts.

11.1.3 Compensation. In addition to the amounts specified in Section 11.1.2, TWC shall compensate CBT as set forth in the Pricing Schedule. The rate set forth includes database maintenance, updates and administration, E-911 tandem switching, trunking and facilities from TWC switches to the E-911 tandem and to the PSAPs from the E-911 tandem.

11.1.4 Additional Limitations of Liability Applicable to E9-1-1 Service.

(a) CBT is not liable for the accuracy and content of CNA data that TWC delivers to CBT. TWC is responsible for maintaining the accuracy and content of that data as delivered. However, as custodian of the data CBT must exercise reasonable care of the data.

(b) Notwithstanding anything to the contrary contained herein, CBT's liability to TWC and any third person shall be limited to the maximum extent permitted by Section 4931.49 Ohio Revised Code and applicable law in Kentucky.

11.1.5 Database and Network Requirements. The Committee shall identify that information that TWC must provide CBT so that CBT can provide TWC with the E9-1-1 services described herein.

11.1.6 Carrier Code. CBT shall adopt use of a Carrier Code (NENA standard five-character field) on all ALI records received from TWC. The Carrier Code will be used to identify the carrier of record in INP configurations. The NENA Carrier Code for TWC is "TWC0M".

11.2 Non-Published Numbers. Subject to any applicable confidentiality requirements imposed by law regarding non-published numbers, the Parties shall reciprocally provide their respective

numbers and contact names for their non-published bureaus so that each Party's operators shall have the capability to contact the other in order to request that a Party's operator notify that Party's Customer with a non-published number of an urgent call or emergency at the request of a user of the other Party.

11.3 Directory Listings. CBT, as publisher of its White Pages, will include Primary Listings of TWC's Customers in its White Pages, and shall cause its Publisher to include primary listings of TWC's directory customers in its Publisher's Yellow Pages directories under the following terms and conditions:

11.3.1 CBT will publish the Primary Listing of TWC Customers located within the geographic scope of its White Pages directory.

11.3.2 Listings of TWC Customers shall be interfiled with listings of Customers of CBT and other LECs serving the same geographic area where such listings are included within a directory.

11.3.3 CBT shall provide TWC with a copy of such listings prior to publication in such form and format as may be mutually agreed to by the Parties. Both Parties shall use their best efforts to ensure the accurate listing of such information.

11.3.4 CBT or its Publisher must receive all Primary Listings of TWC Customers prior to the service order close date for the directory in which those listings are to appear. CBT or its Publisher will provide TWC with appropriate service order close dates within thirty (30) days of this information becoming available.

11.3.5 Nothing in this Agreement shall restrict CBT's and its Publisher's authority from altering the geographic scope, directory life, headings, content or format of the directories. CBT and its Publisher will provide information on such alterations at the same time such information is provided to CBT.

11.3.6 At the rate set forth in the Pricing Schedule, CBT shall include, in the customer information section of its White Pages Directory, information about TWC services, including addresses and telephone numbers for TWC Customer service. The form and content of such customer information shall be provided by TWC to CBT prior to the close date for the customer information section. CBT shall maintain editorial rights as well as control of the format and design of these pages. TWC will work directly with the Publisher to include customer information in the Publisher's Yellow Page directory. If TWC wishes to share an information page with other NEC's who agree to the arrangement, the per-page charge will be proportionately reduced.

11.4 Listing and Listing Updates. TWC will provide TWC Customer Primary Listings and Listing Updates to CBT or its Publisher on a non-exclusive basis as follows:

11.4.1 TWC shall provide its Customer Primary Listings to CBT or its Publisher in a mutually agreeable form and format. CBT or its Publisher will not impose an additional charge for changes to Customer Primary Listings previously provided by TWC to CBT or its Publisher.

11.4.2 Within two (2) Business Days of installation, disconnection or other change in service (including change of non-listed or non-published status) affecting the directory assistance database or the directory listing of a TWC Customer, TWC shall provide Listing Updates to CBT in a form and format acceptable to CBT.

11.4.3 TWC will cooperate with CBT or its Publisher to develop a cost-effective, mutually satisfactory, mechanized or electronic process for the provision of TWC's Listing Updates to CBT or its Publisher, which process shall be available for joint testing within six (6) months of the Effective Date.

11.4.4 Publisher or CBT may sell or license the use of Customer Listings, or Listing Updates to third persons without the prior written consent of TWC.

11.5 Directory Delivery. CBT will provide initial and secondary (replacement, additional or New Line orders) delivery of CBT's White Page Directory and shall cause its Publisher to provide initial and secondary (replacement additional or new line orders) delivery of Yellow Page directories to TWC Customers under the same terms and conditions that CBT delivers to its customers. Timing of such delivery and determination of which telephone directories shall be delivered (by customer address, NPA NXX or other criteria) and the number of telephone directories to be provided per customer, shall be provided under the same terms that CBT delivers telephone directories to its own local service customers. Upon directory publication, CBT will arrange for the distribution of the directory to TWC Customers in the directory coverage area.

11.6 Nondiscriminatory Formats. CBT shall make available to TWC Customers the same White Pages formats and shall cause its Publisher to make available the same Yellow Pages format that CBT and its Publisher provides to its retail Customers, at the same rates, terms and conditions.

11.7 Compensation. Upon receipt of a listing, TWC will compensate CBT at the rate set forth in the Pricing Schedule which amount includes: inclusion of Primary Listings in the White Page directory for residence and business customers and the Yellow Page directory for business customers and Listing Updates in the White Pages, Yellow Pages and the directory assistance database, distribution of directories in accordance with Section 11.5, and inclusion of Primary Listings and Listing Updates in other directories published by CBT or its Publisher. In the event the Commission determines in the Alternative Regulation proceeding or other proceeding that CBT should provide such directory services at no cost or at a lower cost than that provided for in the Pricing Schedule, the amounts provided in the Pricing Schedule will be reduced accordingly.

11.8 Directory Assistance Database. CBT shall take such action as may be necessary to ensure that TWC's Customers' primary listings and any changes to such listings are included in the directory assistance database as soon as possible but in no event longer than two Business Days after TWC provides the necessary information to CBT.

**ARTICLE XII**  
**RESALE – SECTIONS 251(c)(4) and 251(b)(1).**

12.1 Availability of Wholesale Rates for Resale

CBT shall offer to TWC for resale at wholesale rates its local exchange telecommunications services, as described in Section 251(c)(4) of the Act, or as modified pursuant to Section 251(f)(2) on such terms and conditions as the Parties may agree in a separate agreement governing such resale.

12.2 Availability of Retail Rates for Resale.

Each Party shall make available its Telecommunications Services for resale at retail rates to the other Party in accordance with Section 251(b)(1) of the Act or as modified pursuant to Section 251(f)(2).

**ARTICLE XIII**  
**NOTICE OF CHANGES – SECTION 251(c)(5).**

If a Party makes a change in the information necessary for the transmission and routing of services using that Party's facilities or networks, as well as any other changes that would affect the interoperability of those facilities and networks, the Party making such change shall provide at least ninety (90) days advance written notice of such change to the other Party or within such time period as determined by the FCC or the Commission.

**ARTICLE XIV**  
**DIALING PARITY – SECTION 251(b)(3)**

The Parties shall provide Dialing Parity to each other as required under Section 251(b)(3) of the Act.

**ARTICLE XV**  
**ACCESS TO RIGHTS-OF-WAY – SECTION 251(b)(4).**

Each Party shall provide the other Party access to the poles, ducts, rights-of-way and conduits it owns or controls on terms, conditions and prices comparable to those offered to any other entity

pursuant to each Party's applicable tariffs and/or standard agreements and in accordance with Section 224 of the Act.

**ARTICLE XVI**  
**COLLOCATION – SECTION 251(c)(6).**

CBT will provide to TWC Physical Collocation and Virtual Collocation in accordance with Schedule 16.

**ARTICLE XVII**  
**SECTION 251(b) PROVISIONS**  
**NUMBER PORTABILITY – SECTION 251(b)(2).**

17.1 Number Portability. The Parties agree to provide INP on a reciprocal basis between their networks to enable their Customers to utilize telephone numbers associated with a Telephone Exchange Service provided by one Party, in conjunction with a Telephone Exchange Service provided by the other Party, upon the coordinated or simultaneous termination of the first Telephone Exchange Service and activation of the second Telephone Exchange Service. The Parties shall provide reciprocal INP via remote call forwarding ("RCF"), Direct Inward Dialing ("DID"), NXX Migration (see Section 17.5) or other technically feasible methods made pursuant to a Bona Fide Request; provided, in each case that the Customer whose telephone number is subject to INP remains within the same serving Wire Center area or Switching Center area.

17.1.1 The Parties agree that for customers who are served by individual lines at the time they change service providers, RCF will be used to provide INP

17.1.2 The Parties agree that for customers who are served by trunk arrangements at the time they change service providers, a threshold will be established by the Committee to determine situations in which RCF or DID should be used.

17.1.3 Exceptions to the guidelines in Section 17.1.1 and 17.1.2 can be made by mutual agreement of the Parties.

17.1.4 Once an INP arrangement is established for a given customer, it may not be changed except by mutual agreement, other than to move to long term number portability.

17.2 Conventions. For purposes of this Article XVII, Party A means the Carrier from which a telephone number is Ported, and Party B means the carrier to which a telephone number is ported.

17.3 Procedures For Providing INP through RCF

INP shall operate as follows:

A Customer of Party A elects to become a Customer of Party B. The Customer elects to utilize the original telephone number(s) corresponding to the Telephone Exchange Service(s) it previously received from Party A, in conjunction with the Exchange Service(s) it shall now receive from Party B. Upon documentation provided for in Schedule 10 and an associated service order assigning the number to Party B, Party A shall implement an arrangement whereby all calls to the original telephone numbers(s) shall be forwarded on a multiple-path basis to a new telephone number(s) designated by Party B. Party B will specify the number of paths, up to 99 paths, required for each telephone number being ported. Party A shall route the forwarded traffic to Party B over the appropriate trunks as if the call was a call which had originated on Party A's network.

17.4 Procedures for Providing INP through Direct Inward Dial Trunks. DID service provides trunk side access to End Office Switches for direct inward dialing to the other Party's premises equipment from the telecommunications network to lines associated with the other Party's switching equipment and must be provided on all trunks in a group arranged for inward service. In addition, direct facilities are required from the end office where a ported number resides to the End Office serving the ported Customer. Transport mileage will be calculated as the airline distance between the End Office where the number is ported and the POI using the V&H coordinate method. INP-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 INP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. INP-DID will be provided only where such facilities are available and where the switching equipment of the ordering Party is properly equipped. Where INP-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.

17.5 Procedures for Providing INP through NXX Migration. Where either Party has activated an entire NXX for a single Customer, or activated a substantial portion of an NXX for a single Customer with the remaining numbers in the NXX either reserved for future use or otherwise unused, if such Customer chooses to receive service from the other Party, the first Party shall cooperate with the second party to have the entire NXX reassigned in the LERG (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer shall be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXXs from one switch to another (as provided in Central Office Code (NXX) Assignment Guidelines, INC 95-0407-008, Reissued April 1997).

#### 17.6 Other INP Provisions

17.6.1 Party B shall become the Customer of record for the original Party A's telephone number(s) subject to the RCF or DID arrangements. Party A shall provide Party B a billing statement for all collect and billed-to 3rd-number calls associated with those numbers, with sub-account detail by retained number. Such billing statement shall be delivered in a mutually agreed format via either paper, Electronic File Transfer, daily magnetic tape or monthly magnetic tape. Party

A shall provide to Party B the EMR detailed records associated with the calls reflected on the billing statement.

17.6.2 Party A may cancel line-based calling cards and shall, as directed by Party B, update its Line Information Database ("LIDB") listings for retained numbers subject to RCF or DID. CBT will include billing number information associated with numbers used for INP arrangements in its LIDB and will store and administer such data in the same manner as CBT's data for its Customers. CBT shall provide responses to on-line queries to the stored information for the purpose of calling card validation, fraud control and billed numbers screening without charge.

17.6.3 If a Customer elects to move its service back to Party A during the continuance of the RCF or DID arrangement, Party B shall notify Party A of the Customer's termination of service with Party B and the Customer's instructions regarding its telephone number(s) within two (2) Business Days of receiving notification from the Customer. Subject to procedures generally performed by Party A for potential new Customers (e.g., credit checks, receipts of deposit), Party A shall reinstate service to the Customer, cancel the RCF or DID or other applicable arrangement currently being provisioned, or redirect the RCF or DID or other applicable arrangement pursuant to the Customer's instructions.

17.6.4 The Parties will provide SS7 functionalities (e.g., TCAP messages for CLASS Features) where such functionalities are available and it is technically feasible to provide such functionalities in conjunction with Interim Number Portability. Nothing in this Section 17.6.4 shall require a Party to develop new capabilities to support TCAP messages for Interim Number Portability.

17.6.5 When any INP method is used for TWC Customers, both the ported numbers and shadow numbers shall be stored in the 911/ALI database, to the extent that the database is capable of storing both numbers. TWC shall have the right to verify the accuracy of its information in the 911/ALI databases. To the extent technically feasible, and subject to the other terms and conditions of this Article XVII, CBT shall make available to TWC Customers the same 9-1-1 capabilities as CBT makes available to its Customers.

17.7 LIDB. When any INP method is used to port a Customer, the donor provider must maintain the Line Information Database (LIDB) record for that number to reflect appropriate conditions as reported to it by the porting service provider pursuant to a separate agreement between CBT and TWC.

17.8 LNP. The Parties shall migrate from RCF, DID, NXX Migration to long term LNP as soon as practically possible but no later than the date provided for by the FCC or as modified pursuant to Section 251(f) of the Act. The Parties shall provide LNP on a reciprocal basis to each other in accordance with rules and regulations prescribed by the FCC and/or the Commission.

17.9 Compensation. The Parties shall apply RCF and DID arrangements to one another in accordance with the rates, terms and conditions of the Pricing Schedule.

#### 17.10 Compensation for Traffic to Ported Numbers.

17.10.1 The Parties agree that, under INP, transport and terminating compensation on Exchange Access calls to ported numbers should be received by each Customer's chosen LEC through meet-point billing arrangements, as if each call to the Customer had been originally addressed by the caller to a telephone number bearing an NPA-NXX directly assigned to the Customer's chosen LEC. In order to accomplish this objective where INP is employed, the Parties shall utilize the process set forth in this Section 17.10, whereby transport and terminating compensation on calls subject to INP will be passed from the Party (the "Performing Party") that performs the INP to the other Party (the "Receiving Party") for whose Customer the INP is provided less transit charges due the Performing Party when a call originates from a third party carrier.

17.10.2 The Performing Party will calculate the amount due to the receiving party pursuant to Section 17.10.1 in accordance with the methodology set forth in Schedule 17.10.2

17.10.3 The provision of revenues for Exchange Access from the Performing Party to the Receiving Party shall be subject to the audit provisions of Section 19.2.

17.11 Cut-Over Process and Installation Intervals. Party A shall cooperate in the process of porting numbers from Party A to Party B so as to limit service outage for the ported customer. CBT shall provide INP with an associated unbundled loop at the sooner of (i) the intervals in Schedule 17.15 or (ii) at parity with intervals CBT provides INP to other customers.

17.12 Testing. The Parties shall cooperate in conducting testing to ensure interconnectivity between systems prior to the initial deployment of a particular form of interim number portability. Each Party shall inform the other Party of any system updates that may affect the other Party's network and shall, at mutually agreeable times, perform tests to validate the operation of the network. Additional testing requirements may apply as specified by this Agreement.

17.13 White Page Listings. CBT shall provide Directory Listings for Customers with ported numbers subject to the requirements of Article XI.

17.14 Disconnection of Customers. Subject to the rules and regulations of the Commission, CBT shall accept any requests from TWC to disconnect the service of an existing CBT Customer, except for CBT Public and Semipublic telephone service, subject to effective contracts with location providers. CBT shall not require Customer confirmation prior to disconnecting the Customer's service. CBT shall accept a request directly from a Customer for conversion of the Customer's service from a TWC to CBT or shall accept a request from another NEC for conversion of the INP service associated with an Customer's service change from TWC to the NEC. CBT shall notify TWC that such a request has been processed. This Section 17.14 shall be subject to Section 258(a) and (b) of the Act which prohibits illegal changes of carrier selections and assesses liability for such changes, and any change of service verification procedures which may be promulgated by the FCC.

17.15 Standards of Performance for INP.

17.15.1 CBT shall provide INP in accordance with Article 17 and within the standard intervals stated in Schedule 17.15 (collectively, the "INP Performance Benchmarks").

17.15.2 To determine CBT's compliance with the INP Performance Benchmarks, CBT shall maintain performance records and provide reports in accordance with the terms in Section 18.1 and the criteria in Schedule 17.15.

17.15.3 TWC will be eligible for "Incident Related Service Credits" and "Non-Performance Service Credits" in accordance with the terms and restrictions described in Section 18.2.

**ARTICLE XVIII**  
**SERVICE PERFORMANCE MEASUREMENT AND CREDITS**

18.1 Service Performance Records and Reporting

18.1.1 Records. To determine CBT's compliance with the Interconnection Performance Benchmarks, Network Element Performance Benchmarks and the INP Performance Benchmarks, CBT shall maintain separate records for the performance criteria listed in Schedules 4.7, 9.8, and 17.15. The performance results will be categorized into one of the following three reporting entities: (1) performance activities CBT provides to itself, its subsidiaries and affiliates (the "Providing Party's Records"); (2) to other LECs (the "Other LEC Records"); and (3) to TWC (the "TWC Records").

18.1.2 Reporting. CBT shall provide to TWC for each calendar month (the "Reporting Period"), by the twenty-second (22nd) day of the following month, in a self-reporting format, the three sets of records described in Section 18.1.1. These records will be used to determine CBT's compliance with the Performance Benchmarks and for purposes of determining if any Service Credits are applicable.

18.1.3 Records and Reporting Restrictions and Conditions. The Parties acknowledge that the following will apply:

- (a) CBT shall not be required to provide to TWC or Other LECs any records or reports associated with unique or non-parity (superior or inferior) levels of service specifically requested pursuant to 47 C.F.R. Section 51.311(c) unless CBT agrees to do so as part of the Bona Fide Request process.

- (b) The "Other LEC Records" shall be provided to TWC on an aggregate basis without showing the performance of the individual other LECs.
- (c) The "Other LEC Records" shall be provided to TWC in a manner that preserves the confidentiality of each other LEC and any LEC's proprietary information (including CPNT).
- (d) It may be necessary to alter the reporting requirements during the course of this Agreement. If CBT's regulated service standards change, then CBT reserves the right to change the affected measurements accordingly. To the extent that the Parties are unable to agree on any requested changes, either Party may submit requests for changes pursuant to the Bona Fide Request process.

#### 18.2 Service Credits

18.2.1 TWC is eligible for "Incident Related Service Credits" and "Non-Performance Service Credits" in accordance with the provisions described in this Section 18.2. These "Service Credits" will be applied against CBT's billing to TWC for INP, collocation build-out, and Mutual Compensation.

18.2.2 CBT will not be required to grant TWC a Service Credit if CBT's failure to meet or exceed the Performance Benchmarks is caused by a Delaying Event. If a Delaying Event prevents or delays CBT from performing a certain function or action that affects a Performance Activity, then such occurrence shall be excluded from the calculation of CBT's Performance and the determination of any applicable Service Credits. CBT will still attempt to complete the Performance Activity within the stated interval (lengthened for the duration of the delay), but will not include such activity in the computation of performance and determination of Service Credits.

#### 18.2.3 Incident Related Service Credits

18.2.3.1 Missed Installation Orders. CBT will waive the non-recurring installation charge for individual service orders for Interconnection trunks and Unbundled Network Elements which CBT fails to complete by the scheduled due date (absent any Delaying Event) if it was scheduled in accordance with the intervals indicated in Schedules 4.7 or 9.8, as appropriate. In addition, the effective date of the recurring billing will not start until the day the installation is complete.

18.2.3.2 Service outages. CBT will provide a credit for Unbundled Network Elements and Interconnection trunks, as defined in Schedules 9.8 and 4.7, that are out of service for more than 24 hours. The credits will be applied in "whole day" increments based on 1/30 of the monthly recurring charge for each day the service is out. Outages,

lasting more than 24 hours, will be rounded up to the next whole day for purposes of determining the credit.

#### 18.2.4 Non-Performance Service Credits

18.2.4.1 CBT will grant TWC a "Non-Performance Service Credit" if all of the following criteria are met:

- (a) CBT's performance on a "Performance Category", as defined in Section 18.2.4.2 and 18.2.4.3, is below 90% for three consecutive months or any four non-consecutive months within a rolling twelve month period,
- (b) For the Performance Category reflected in Schedule 4.7, any month in which the number of incidences in a Performance Category causing CBT's performance to be below 90% is not more than two will not be counted for purposes of Section 18.2.4.1(a),
- (c) For the Unbundled Network Elements Performance Category reflected in Schedule 9.8, the number of Unbundled Network Elements ordered by TWC for the month in question meets or exceed 200 elements. If the number of elements ordered by TWC in the month is less than 200, then those elements will be carried forward into the next month, according to the terms in Section 18.2.4.5, for purposes of performance measurement,
- (d) For the Interim Number Portability Performance Category reflected in Schedule 17.15 (excluding INP Numbers with an associated Unbundled Loop, since their performance is measured on the Unbundled Loop), the number of INP Numbers without an associated Unbundled Loop ordered by TWC for the month in question meets or exceeds 100 INP Numbers. If the number of INP Numbers without an associated Unbundled Loop is less than 100, then those INP Numbers will be carried forward into the next month, according to the terms in Section 18.2.4.5, for purposes of performance measurement,
- (e) the "credit triggering" performance was not caused by a Delaying Event as defined in this Agreement.

18.2.4.2 The only three "Performance Categories" that will be used for this agreement for the purpose of determining Non-Performance Service Credits are as follows:

- (1) Interconnection as specified in Schedule 4.7
- (2) Unbundled Network Elements as specified in Schedule 9.8

(3) Interim Number Portability as specified in Schedule 17.15

18.2.4.3 The performance for each of these three Performance Categories will be measured for purposes of Section 18.2.4.1(a) based on the total number of occurrences of the activities contained in the schedule rather than the individual orders/items within a schedule. To compute the performance for the Category, the total cumulative activities (on the entire performance benchmark schedule) completed within their respective intervals for the month will be summed and then divided by the total cumulative number of opportunities during the month.

18.2.4.4 If a non-performance credit is due, per the criteria in Section 18.2.4.1, then the amount will be determined by the "triggering" performance results as follows:

- (a) If the performance for each of the "credit triggering" three consecutive or four non-consecutive months is less than 90% but greater than 80%, the credit will be \$5,000.
- (b) If the performance for one of the "credit triggering" three consecutive or four non-consecutive months is less than 80%, the credit will be \$10,000.
- (c) If the performance for two or more of the "credit triggering" three consecutive or four non-consecutive months is less than 80%, the credit will be \$15,000.

18.2.4.5 If the minimum number of Performance Activities is not met in a month per Section 18.2.4.1, then the activities will be carried into the next month or subsequent months until the cumulative total meets or exceeds the minimum levels specified in 18.2.4.1. Once the monthly cumulative total for a Performance Category meets or exceeds the minimum level, then (a) the cumulative performance for the month will be measured for purposes of determining Non-Performance Service Credits according to Section 18.2.4, and (b) the counting of the Performance Activities for the Performance Category will start over again the next month.

Performance Activities that are carried forward into the next month will be treated, for performance measurement purposes, as having occurred in the month into which they are carried forward. With respect to Section 18.2.4.1, the term "months" as referred to in "three consecutive months" and "four non-consecutive months within a rolling twelve month period" will mean months in which the cumulative Performance Activities within a Performance Category meet or exceed the minimum levels specified in 18.2.4.1 (c) or (d).

## ARTICLE XIX RESPONSIBILITIES OF THE PARTIES

19.1 Best Efforts. At all times during the term of this Agreement or any extension, the Parties agree to use their best efforts to comply with all provisions herein in a fair and nondiscriminatory manner.

19.2 Reports; Audits. The Parties agree to exchange such reports and/or data as required under this Agreement to facilitate the proper billing of traffic. Upon thirty (30) days' written notice, any Party may request an audit of the usage reports and any such audit shall be accomplished during normal business hours at the 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 auditor paid for by the Party requesting the audit. No Party shall have access to the data of the Party subject to the audit, but shall rely upon summary results provided by the independent auditor. Each Party shall maintain reports, records and data relevant to the billing of any Services that are the subject matter of this Agreement for a period not less than twelve (12) months after creation thereof. A request for an audit must be received within one (1) year of receipt of the PLU factor and usage reports provided by the Party to be audited.

19.3 Traffic Forecasts. 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 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. TWC shall provide CBT with monthly service projections including, without limitation, busy hour usage for CBT's access capacity. CBT shall manage its network in order to accommodate TWC's projected traffic at the required grade of service.

19.4 Control Office Functions.

19.4.1 The Parties shall share responsibility for all Control Office functions for Local Interconnection Trunks and Trunk Groups, and all Parties shall share the overall coordination, installation, and maintenance responsibilities for such trunks and trunk groups.

19.4.2 TWC shall be responsible for all Control Office functions for the Meet-Point Trunking, Trunks and Trunk Groups, and shall be responsible for the overall coordination, installation, and maintenance responsibilities for these trunks and trunk groups.

19.5 Each Party shall:

- a. Provide trained personnel with adequate and compatible test equipment to work with the other Party's technicians;
- b. Notify the other Party when there is any change affecting the service requested, including the due date;
- c. Coordinate and schedule testing activities of its own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per

the Interconnection order, meet agreed-upon acceptance test requirements, and are placed in service by the due date;

- d. Perform sectionalization to determine if a trouble is located in its facility or its portion of the Interconnection trunks prior to referring the trouble to the other Party;
- e. Advise the other Party's Control Office if there is an equipment failure which may affect the Interconnection trunks;
- f. Provide the other Party with a trouble reporting number that is readily accessible and available twenty-four (24) hours per day seven (7) days a week;
- g. Provide to the other Party test-line numbers and access to test lines.

19.6 TWC Services. In addition to the services specifically provided for in this Agreement, CBT may request additional services from TWC and the Parties will enter into good faith negotiations with respect to such request. TWC will be under no obligation to provide services that the Act does not require it to provide.

19.7 Fraud. The Parties shall work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, and any other services related to this Agreement.

19.8 Trouble Reports. The Parties shall cooperatively plan and implement coordinated repair procedures for the Meet-Point Trunks and Local Interconnection Trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.

19.9 Billing Contact. The Parties shall provide their respective billing contact numbers to one another.

19.10 Insurance. At all times during the term of this Agreement, each Party shall keep and maintain in force at each Party's expense all insurance required by law, general liability insurance and worker's compensation insurance. Upon request from the other Party, each Party shall provide to the other Party evidence of such insurance (which may be provided through a program of self-insurance).

19.11 Responsibility to Customers. Each Party is solely responsible for the services it provides to its Customers and to other Telecommunications Carriers.

19.12 Unnecessary Facilities. No Party shall construct facilities which require another Party to build unnecessary facilities.

19.13 NXX Code Administration. Each Party is responsible for administering NXX codes assigned to it.

19.14 LERG Listings. Each Party is responsible for obtaining Local Exchange Routing Guide ("LERG") listings of CLLI codes assigned to its switches.

19.15 LERG Use. Each Party shall use the LERG published by Bellcore or its successor for obtaining routing information and shall provide all required information to Bellcore for maintaining the LERG in a timely manner.

19.16 Switch Programming. Each Party shall program and update its own Switches and network systems to recognize and route traffic to and from the other Party's assigned NXX codes. Except as mutually agreed or as otherwise expressly defined in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.

CBT will provide TWC with a listing, and any future updates to:

- 1) Centrex business group information;
- 2) Switch Network ID Information;
- 3) Local calling area data.

19.17 Numbering Resources. For so long as CBT serves as numbering administrator within the Territory, CBT shall grant TWC's request for sufficient numbering resources so that the Parties can distinguish Local Traffic (measured and unmeasured) from IntraLATA Toll Traffic.

19.18 Network Information. CBT shall, upon the request of TWC, provide the following network information, subject to any necessary privacy or proprietary safeguards:

- (a) Points of Interconnection available on the CBT network;
- (b) List of all local exchanges, and for each local exchange, the NXXs that are defined as within CBT's "local calling areas;"
- (c) Switch locations (including Tandems and End Offices).

19.19 Referral Announcement. When a Customer changes its service provider from CBT to TWC, or from TWC to CBT, and does not retain its original telephone number, the Party formerly providing service to such Customer shall provide a referral announcement ("Referral Announcement") on the abandoned telephone number which provides details on the Customer's new number. Referral Announcements shall be provided reciprocally, free of charge to the other Party and the Customer, for a period consistent with Minimum Telephone Services Standards ("MTSS"). However, if either Party provides Referral Announcements for a period longer than the above respective periods when its Customers change their telephone numbers, such Party shall provide the same level of service to Customers of the other Party. Business customers will receive referral service for main listed telephone numbers. Additional numbers can be referred at an additional charge.

19.20 Labor Relations. Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such

Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement. In the event of a labor dispute and to the extent permitted by Applicable Law, a Party shall attempt to minimize impairment of service to the other Party, but in any event, to the extent a given service is affected by a labor dispute, CBT shall treat all Customers of such service, including itself, its subsidiaries and affiliates, equally.

19.21 Good Faith Performance. Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required hereunder, such Party shall not unreasonably withhold or delay such consent or agreement, as the case may be.

## ARTICLE XX NETWORK MANAGEMENT

### 20.1 Network Management.

20.1.1 TWC and CBT shall work cooperatively to install and maintain a reliable network. TWC and CBT shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the government, and such other information as the Parties shall mutually agree) to achieve this desired reliability.

20.1.2 TWC and CBT shall work cooperatively to apply sound network management principles by invoking network management controls to alleviate or to prevent congestion.

20.2 Protective Controls. Any Party may use or request protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward or from each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Each Party shall immediately notify the other Party of any protective control action planned or executed by such Party.

20.3 Expansive Controls. Where the capability exists, originating or terminating traffic rerouting may be implemented by a Party to temporarily relieve network congestion due to facility failures or abnormal calling patterns. Reroutes shall not be used to circumvent normal trunk servicing. Expansive controls shall only be used when the Parties mutually agree.

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

20.5 Network Harm. Neither Party shall use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their

service, prevents third parties from using their service, impairs the quality to service to other carriers or to either Party's Customers, causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment.

## **ARTICLE XXI CANCELLATION CHARGES**

Except as otherwise provided in any applicable tariff or contract referenced herein or as otherwise specifically provided for in this Agreement, no cancellation charges shall not be imposed upon, or payable by, either Party.

## **ARTICLE XXII INDEMNIFICATION**

22.1 Except as provided in Section 23.3, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any Loss to a third party arising out of the negligence or willful misconduct ("Fault") by such Indemnifying Party, its agents, contractors, or others retained by such parties, in connection with its provision of services or functions under this Agreement; provided, however, that (1) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment or agency, and (2) with respect to contractors or others retained by the Indemnifying Party, such Fault occurs in the course of performing duties within the scope of their contract or other such relationship with the Indemnifying Party; and provided, however, that in cases where the Loss to the third party is caused in part by the Fault of the Indemnified Party, its employees, agents or contractors, the indemnity obligation shall be limited to the Indemnifying Party's proportionate Fault.

22.2 Each Party ("Indemnified Party") shall be indemnified, defended and held harmless by the other Party ("Indemnifying Party") against any Loss arising from such Indemnifying Party's use of services offered under this Agreement, involving:

(1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnifying Party's own communications; or

(2) Claims for patent, trademark, copyright infringement or other infringement of intellectual property rights, arising from the Indemnifying Party's acts combining or using the service furnished by the Indemnified Party in connection with facilities or equipment furnished by the Indemnifying Party or its Customers, agents, subcontractors or others retained by such Parties.

22.3 Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party arising from the first Party's failure to comply with the Communications Assistance to Law Enforcement Act of 1994 ("CALEA") and shall at such non-compliant Party's sole

cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

22.4 The Indemnifying Party agrees to defend any suit brought against the Indemnified Party for any Loss indemnified in this Article XXII. The Indemnified Party agrees to notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand for which such Indemnifying Party is or may be responsible and of which the Indemnified Party has knowledge and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have the exclusive right to control and conduct the defense and settlement of any such actions or claims subject to consultation with the Indemnified Party. The Indemnifying Party shall not be liable for any settlement by the Indemnified Party unless such Indemnifying Party has approved such settlement in advance and agrees to be bound by the agreement incorporating such settlement. If an Indemnified Party refuses to approve settlement of a Claim, it shall take over the defense of the Claim at its own expense and the Indemnifying Party shall not be responsible for any cost or liability in excess of the refused settlement.

### **ARTICLE XXIII LIMITATION OF LIABILITY; DISCLAIMER**

23.1 Each Party shall be responsible only for service(s) and facility(ies) which are provided by that Party, its authorized agents, subcontractors, or others retained by such parties, and neither Party shall bear any responsibility for the services and facilities provided by the other Party, its agents, subcontractors, or others retained by such parties. No Party shall be liable for any act or omission of another Telecommunications Carrier providing a portion of a service.

23.2 Each Party shall, to the maximum extent permitted by applicable law, provide in its tariffs and contracts with its Customers that relate to any Telecommunications Service or Network Element provided or contemplated under this Agreement that in no case shall either Party or any of its agents, contractors or others retained by such parties be liable to any Customer for (i) any Loss relating to or arising out of this Agreement, whether in contract or tort, that exceeds the amount such Party would have charged the applicable Customer for the service(s) or function(s) that gave rise to such Loss, and (ii) any Consequential Damages (as defined in Section 23.3). In the event that a Party breaches its obligation under this Section 23.2, the breaching Party shall be liable to the non breaching Party for any and all Losses resulting from such breach, including, without limitation, indemnification and/or reimbursement for Losses arising from claims from such breaching Party's Customers.

23.3 In no event shall either Party have any liability whatsoever to the other Party for any indirect, special, consequential, incidental or punitive damages, including but not limited to loss of anticipated profits or revenue or other economic loss in connection with or arising from anything said, omitted or done hereunder (collectively, "Consequential Damages"), even if the other Party has been advised of the possibility of such damages; provided, that the foregoing shall not limit a Party's obligation under Section 22.1 to indemnify, defend and hold the other Party harmless against any amounts payable to a third party, including any losses, costs, fines, penalties, criminal or civil judgments or settlements, expenses (including attorneys' fees) and Consequential Damages of such third party.

**23.4 EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.**

#### **ARTICLE XXIV EFFECTIVENESS; TERM**

24.1 The Parties shall file this Agreement with the Commission immediately following its execution in accordance with the Act and, unless rejected by the Commission, this Agreement shall become fully effective when approved by the Commission (or the FCC if the Commission fails to act) or when deemed approved under the Act. Prior to such approval, this Agreement will be effective for the purposes of ordering collocations, trunk ordering, formation of the Committee and all other activities that must occur prior to the Interconnection Activation Date.

24.2 The Parties agree to Interconnect their networks pursuant to the terms and conditions of this Agreement in the Territory for a period of two (2) years from the effective date pursuant to Section 24.1.

24.3 Upon delivery of written notice at least one hundred sixty (160) days prior to the expiration of this Agreement, either Party may require negotiations of the rates, terms, and conditions of the Interconnection arrangements to be effective upon such expiration. If the Parties are unable to satisfactorily negotiate such new terms within one hundred thirty five (135) days of such written notice, either Party may petition the Commission or take such other action as may be necessary to establish appropriate Interconnection arrangements. If the Parties are unable to mutually agree on such new terms or the Commission does not issue its order prior to the expiration date of the Agreement, this Agreement shall continue in full force and effect on and after the expiration of the term, subject to the terms and conditions of this Section 24.3 until terminated as provided herein. In the event that the Commission does not issue its order prior to the expiration of the Agreement, the Parties agree that the rates, terms and conditions ultimately ordered by such Commission or negotiated by the Parties shall be effective retroactive to such expiration date. Until a revised or subsequent Interconnection arrangement becomes effective, the Parties shall continue to perform in accordance with the terms of this Agreement.

24.4 Interim Rates. If the rates, charges and prices set forth in this Agreement are "interim rates" established by the Commission or the FCC, the Parties agree to replace such interim rates with the rates, charges or prices later established by the Commission or the FCC pursuant to the pricing standards of Section 252 of the Act and such rates, charges and prices shall be effective as determined by the Commission or the FCC.

## ARTICLE XXV FORCE MAJEURE

No Party shall be responsible for delays or failures in performance of any part of this Agreement (other than obligations to make money payments, reimbursements or issue credits) resulting from acts or occurrences beyond the reasonable control of such Party, including, without limitation, acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any government or legal body; embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event"); or delays caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day or hour-for-hour, as applicable, basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day or hour-for-hour, as applicable, basis to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its best efforts to avoid or remove the cause of non-performance and the Parties shall proceed to perform with dispatch once the causes are removed or cease. In the event of any such excused delay in the performance of a Party's obligation(s) under this Agreement, the due date for the performance of the original obligation(s) shall be extended by a term equal to the time lost by reason of the delay and by a reasonable amount of time required to reconstruct network infrastructure or of the components thereof. Upon the elimination of the delaying condition and to the extent the delaying condition was equally applicable to its own operations, the delaying Party shall perform its obligations at a performance level no less than that which it uses for its own operations. In the event of such performance delay or failure by CBT caused by the force majeure event, CBT agrees to resume performance in a nondiscriminatory manner, and CBT agrees not to favor its own restoration of Telecommunications Services above that of TWC.

## ARTICLE XXVI GOVERNING LAW AND REGULATORY APPROVAL

26.1 Governing Law. This Agreement shall be governed by the laws of the State of Ohio, without giving effect to the principles of conflicts of law thereof, and federal law, as applicable, including the Act.

26.2 Filing with Commission. The Parties understand and agree that this Agreement will be filed with the Commission for approval by such Commission (or the FCC if the Commission fails to act) pursuant to Section 252 of the Act. The Parties covenant and agree that this Agreement is satisfactory to them as an agreement under Section 251 of the Act. Each Party covenants and agrees to fully support approval of this Agreement by the Commission or the FCC under Section 252 of the Act without modification. If the Commission, the FCC or a court of competent jurisdiction rejects any portion of this Agreement, the Parties agree to meet and negotiate in good faith to arrive at a mutually

acceptable modification of the rejected portion and any other provisions that would be materially affected by the rejected portion; provided that such rejected portion shall not affect the validity of the remainder of this Agreement. The Parties acknowledge that nothing in this Agreement shall limit a Party's ability, independent of such Party's agreement to support and participate in the approval of this Agreement, to assert public policy issues relating to the Act, including challenging the validity of any portion of the Act or an FCC or Commission rule, order, Guideline or other determination made pursuant to the Act, or the application by CBT for suspension or modification of portions of the Act or rules pursuant to Section 251(f)(2) of the Act. In the event CBT obtains a suspension or modification of any portion of the Act or rules thereunder pursuant to Section 252(f)(2) of the Act, the Parties shall negotiate as necessary to incorporate the applicable terms and conditions of such suspension or modification and the Parties agree to negotiate as necessary in order to clarify the application of such suspension or modification to the terms of this Agreement.

26.3 Amendment or Other Changes to the Act; Reservation of Rights. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based in part on the text of the Act and the rules and regulations promulgated thereunder by the FCC and the Commission as of the Effective Date. In the event of any amendment to the Act, or any effective legislative, regulatory, judicial order, rule or regulation or other legal action that revises or reverses the Act, the FCC's First Report and Order in CC Docket Nos. 96-98 and 95-185, and CS Docket No. 96-166, or any applicable Commission rule, Local Service Guideline, order or arbitration award purporting to apply the provisions of the Act (individually and collectively, an "Amendment to the Act"), either Party may, by providing written notice to the other Party require that any provision that would be materially affected by the Amendment to the Act be renegotiated in good faith and this Agreement be amended accordingly to reflect each such Amendment to the Act relating to any of the provisions in this Agreement. If any such amendment to this Agreement affects any rates or charges of the services provided hereunder, each Party reserves its rights and remedies with respect to the collection of such rates or charges; including the right to seek a surcharge before the applicable regulatory authority.

26.4 Regulatory Changes. If any legislative, regulatory, judicial or other legal action (other than an Amendment to the Act, which is provided for in Section 29.3) materially affects the ability of a Party to perform any material obligation under this Agreement, a Party may, on thirty (30) days' written notice to the other Party (delivered not later than thirty (30) days following the date on which such action has become legally binding), require that the affected provision(s) be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new provision(s) as may be required; provided that such affected provisions shall not affect the validity of the remainder of this Agreement.

## **ARTICLE XXVII DEFAULT**

If either Party believes the other Party is in breach of this Agreement or in violation of law, it shall give the other Party written notice of such breach or violation ten (10) days prior to commencing the dispute resolution procedures set forth in Article XXIX.

## **ARTICLE XXVIII NONDISCLOSURE**

28.1 All information, including, but not limited to, summary results of audits, specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished or made available or otherwise disclosed by one Party to (a "Disclosing Party") the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") dealing with Customer specific, facility specific, or usage specific information, other than Customer information communicated for the purpose of publication of directory database inclusion, forecasts or projections, all information audited hereunder or (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary", or (iii) communicated orally and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"), shall remain the property of the Disclosing Party. A Receiving Party is not in breach of any non-disclosure obligation for disclosing information received by it without notice that such information was to be treated as "Confidential" or "Proprietary."

28.2 Notwithstanding the requirements of this Article XXVIII, all information relating to the Customers of a Party, including information that would constitute Customer Proprietary Network Information (CPNI) of a Party pursuant to the Act and FCC rules and regulations, and Customer Usage Data, whether disclosed by one Party to the other Party or otherwise acquired by a Party in the course of the performance of this Agreement, shall be deemed "Proprietary Information" of that Party. A Party may only use CPNI consistent with the Act and the appropriate authorization from the Customer.

28.3 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the Receiving Party may retain one copy for archival purposes and if applicable, as necessary to perform its obligations under this Agreement.

28.4 Each Party shall keep all of the other Party's Proprietary Information confidential and shall use the other Party's Proprietary Information only for performing the covenants contained in this Agreement. Neither Party shall use the other Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing.

28.5 It will disclose Proprietary Information only to those of its employees, contractors, consultants, agents and affiliates who have a need for it in connection with the use or provision of services required to fulfill this Agreement, will cause such persons to use such Proprietary Information only to effectuate the terms and conditions of this Agreement and for no other purpose, and will not permit any of such persons to disclose such Proprietary Information to any other third person.

28.6 Any Receiving Party so disclosing Proprietary Information to its employees, contractors, consultants, agents or affiliates shall be responsible for any breach of this Agreement by any of its employees, contractors, consultants, agents or affiliates and such Receiving Party agrees to use its reasonable efforts to restrain its employees, contractors, consultants, agents or affiliates from any prohibited or unauthorized disclosure or use of the Proprietary Information and to assist the Disclosing Party in its efforts to protect such information from disclosure. Each Receiving Party making such disclosure shall notify the Disclosing Party as soon as possible if it has knowledge of a breach of this Agreement in any material respect.

28.7 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information which:

- a. was at the time of receipt already known to the Receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to delivery by the Disclosing Party; or
- b. is, or becomes, publicly known through no wrongful act of the Receiving Party; or
- c. is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; or
- d. is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or
- e. is approved for release by written authorization of the Disclosing Party; or
- f. is required to be disclosed by the Receiving Party pursuant to applicable law, regulation or order of a court or regulatory body provided that the Receiving Party shall give sufficient notice of the requirement to the Disclosing Party to enable the Disclosing Party to seek appropriate protective relief and will cooperate with the Disclosing Party's attempt to obtain such relief.

28.8 Notwithstanding any other provision of this Agreement, to the contrary, the Proprietary Information provisions of this Agreement shall apply to all information furnished by any

Party to the other in furtherance of the purpose of this Agreement, even if furnished before the date of this Agreement.

## **ARTICLE XXIX** **DISPUTE RESOLUTION**

The Parties agree that in the event of a default or violation hereunder, or for any dispute arising under this Agreement or related agreements the Parties may have in connection with this Agreement, such disputes shall be resolved in accordance with this Article XXIX. The Parties shall first discuss the dispute and seek resolution prior to taking any action before any court or regulator, or before authorizing any public statement about the nature of the dispute. Such conference shall occur at least at the Vice President level for each Party. In the case of CBT, its Vice President or equivalent officer, shall participate in the meeting, and TWC's, Vice President for Business Services or equivalent officer, shall participate. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a dispute within thirty (30) days after the Parties' appointment of designated representatives as set forth above, then thereafter, the Parties shall attempt in good faith to address any default or resolve any dispute according to the rules, guidelines and regulations of the Commission. In the event there are no such dispute resolution rules, guidelines or regulations of the Commission, the Parties shall submit such dispute to the procedures agreed to by the Committee.

## **ARTICLE XXX** **MISCELLANEOUS PROVISIONS**

### **30.1 Authorization**

30.1.1 CBT is a corporation duly organized, validly existing and in good standing under the laws of the State of Ohio. CBT has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder.

30.1.2 TWC is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware and has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. TWC represents and warrants to CBT that it has been certified as a LEC by the Commission and is authorized to provide, within the areas where it intends to provide services pursuant to this Agreement in the State of Ohio, the services it has contracted to provide herein. Prior to providing any services pursuant to this Agreement in Kentucky, TWC will obtain the appropriate certificates from the Commission.

30.2 Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules, and regulations applicable to its performance under this Agreement.

30.3 Implementation, Forecast, Planning And Standards Committee. The Parties hereby agree to the formation of an Implementation, Forecast, Planning and Standards Committee which shall be composed of representatives of both Parties for the purpose of: developing and implementing policies and procedures to promote effective and efficient performance for the benefit of each Party's Customers and each other; promoting reliable forecasting of facility and capital needs associated with the performance of this Agreement; coordinating planning of new, expanded, modified or altered network features, functions and capabilities; and, developing appropriate standards by which to evaluate the quality and timeliness of performance. If needed, the Parties, through the Committee, shall jointly develop and implement an implementation plan regarding technical and operational interfaces and procedures not covered by this Agreement ("Implementation Plan"). Within thirty (30) days of the execution of this Agreement, each Party shall designate, in writing, no more than three (3) persons to be permanent members of this Committee provided that either Party may include, in Committee meetings or Committee activities, such technical specialists or other persons as may be reasonably required to address a specific task, matter or subject. Each Party shall give its representatives on the Committee direct access to those persons who have authority to make decisions on behalf of such Party and bind such Party, provided, however, where decisions must be escalated from the Committee for resolution, such escalation shall occur within five (5) days. The Parties will use their best efforts to conduct the first Committee meeting and identify a schedule and procedures for the purpose of satisfying the objectives of this Section 30.3 within 60 days from the execution of this Agreement. The Parties understand and agree that it is not possible, as of the date this Agreement is executed, to list or define all the needs, resources and capabilities that may be required to efficiently and effectively accomplish the objectives of this Agreement. It is the specific intent of the Parties that the Committee created by this Section 30.3 shall provide the flexibility that shall be required to allow this Agreement to dynamically adapt the relationship of the Parties as circumstances warrant or as otherwise required. The Committee will also address such other matters specifically referenced in this Agreement that are to be determined by the Committee. The Parties anticipate that the matters addresses by the following Articles may require further determinations by the Committee: IV, V, VI, VII, VIII, IX, X, XI, XVI, XVII, XVIII, XIX, XX, XXIX, and XXX. In addition, where this Agreement provides that intervals for the provision of a service will be negotiated on a case-by-case basis and the Parties are repeatedly unable to reach agreement on acceptable intervals, at the request of either Party, the Committee will determine whether standard intervals should be substituted for negotiated intervals. Determinations by the Committee may be incorporated in the Implementation Plan or this Agreement according to Section 30.18 but shall, nonetheless, be in writing and provided to the persons specified in Section 30.19 to receive notices.

30.4 Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. To the extent a sale is claimed to be for resale tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation by the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party.

### 30.5 Disputed Amounts.

- a. If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the "Billed Party") shall within sixty (60) days of its receipt of the invoice containing such disputed amount give notice to the Billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item; provided, however, a failure to provide such notice by that date shall not preclude a Party from subsequently challenging billed charges provided that such charges were paid. The Billed Party shall pay when due all undisputed amounts to the Billing Party. Notwithstanding the foregoing, except as provided in Section 19.2, a Party shall be entitled to dispute only those charges for which the Bill Due Date was within the immediately preceding eighteen (18) months of the date on which the other Party received notice of such Disputed Amounts.
- b. If the Billed Party disputes charges and the dispute is resolved in favor of such Billed Party, the Billing Party shall credit the invoice of the Billed Party for the amount of the Disputed Amounts along with any applicable late payment charges no later than the second Bill Due Date after the resolution of the Dispute. If the Billed Party paid the disputed charges, the Billing Party will credit the Billed Party with interest on the amount so paid from the payment date to the date the credit is issued in accordance with Section 30.8. Accordingly, if a Billed Party disputes charges and the dispute is resolved in favor of the Billing Party, the Billed Party shall pay the Billing Party the amount of the Disputed Amounts and any associated late payment charges no later than the second Bill Due Date after the resolution of the Dispute. Late payment charges shall be assessed as set forth in Section 30.8.
- c. If the Parties are unable to resolve the issues related to the Disputed Amounts in the normal course of business within sixty (60) days after delivery to the Billing Party of notice of the Disputed Amounts, each of the Parties shall appoint a designated representative who has authority to settle the dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the dispute and negotiate in good faith in an effort to resolve such dispute. The specific format for such discussions will be left to the discretion of the designated representatives, however all reasonable requests for relevant information made by one Party to the other Party shall be honored.

- d. If the Parties are unable to resolve issues related to the Disputed Amounts within forty-five (45) days after referral of the dispute pursuant to Article XXIX of this Agreement, then either Party may file a complaint with the Commission to resolve such issues. The Commission or the FCC may direct payment of any or all Disputed Amounts (including any accrued interest) thereon or additional amounts awarded, plus applicable late fees, to be paid to either Party.
- e. The Parties agree that all negotiations pursuant to this Section 30.5 shall remain confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state rules of evidence.

### 30.6 Billing.

30.6.1 Each Party will bill all applicable charges, at the rates set forth herein, in the Pricing Schedule and as set forth in applicable tariffs or contracts referenced herein, for the services provided by that Party to the other Party in accordance with this Section.

30.6.2 In order to ensure the proper performance and integrity of the entire billing process, each Party will be responsible and accountable for transmitting to the other Party an accurate and current bill. Each Party will implement control mechanisms and procedures to render a bill that accurately reflects the services ordered and used by the other Party.

30.6.3 CBT shall format each bill in accordance with the formats agreed upon by the Committee.

30.6.4 CBT will assign unique billing codes as agreed upon by the Committee.

30.6.5 Recording. To the extent technically feasible, the Parties shall record all available call detail information associated with calls originated or terminated to the other Party, in accordance with the Implementation Plan and as specifically required herein.

30.6.6 Payment of Charges. Subject to the terms of this Agreement, a Party shall pay the other Party ("Billing Party") all undisputed amounts on or before the date ("Bill Due Date") which is 31 calendar days after the bill date or by the next bill date, whichever is shortest. If the Bill Due Date is on a day other than a Business Day, payment will be due and the Bill Due Date shall be the next following Business Day. Payments shall be made in U.S. Dollars (i) via electronic funds transfer ("EFT") with immediately available funds to the other Party's bank account, or (ii) by check. To the extent that a Party (the "Paying Party") pays via EFT, within thirty (30) days of the Effective Date, the other Party shall provide the Paying Party the name and address of its bank, its account and routing number and to whom payments should be made payable. If a Party receives multiple invoices which are payable on the same date, such Party may remit one payment for the sum of all amounts payable to the other Party. Each Party shall provide the other Party with a contact person for the handling of payment questions or problems.

30.6.7 Late Payment Charges. Except for Disputed Amounts, if a Party fails to remit payment for any charges for services by the Bill Due Date, or if a payment or any portion of a payment is received by a Party after the Bill Due Date, or if payment is not made by check that is currently dated and drawn on an account with sufficient available funds, then a late payment charge may be assessed as provided in Section 30.8.

30.6.8 Single Point of Contact. CBT shall provide to TWC a single point of contact, CBT's LEC-C, for handling any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Agreement.

30.6.9 CBT has two billing systems, each of which has a fixed billing period. Resale will be in the 1st CRIS billing period every month, and unbundled loops will be in the 7th CABS billing period every month. These billing periods coincide with current CABS and CRIS billing procedures. CRIS bills will be sent via NDM, if requested by TWC. Bill data tapes will be shipped overnight.

### 30.7 Adjustments.

30.7.1 As provided in this Agreement, a Party shall promptly reimburse (if paid) or credit (if invoiced, but not paid) the other Party for any charges that should not have been billed to the other Party as provided in this Agreement along with accrued interest on any reimbursed amounts as provided in Section 30.8. Such reimbursements or credits shall be set forth in the appropriate section of the invoice.

30.7.2 As provided in this Agreement, a Party shall bill the other Party for any charges that should have been billed to the other Party as provided in this Agreement, but have not been billed to the other Party ("Underbilled Charges"); provided, however that, except as provided in Section 19.2, the Billing Party shall not bill for Underbilled Charges which were incurred more than ninety (90) days prior to the date that the Billing Party transmits a bill for any Underbilled Charges. For purposes of charges received from another entity, they are deemed incurred when received but must be billed within 45 days from such date.

30.8 Interest on Unpaid or Overbilled Amounts. Except as otherwise provided elsewhere, any undisputed amounts not paid when due or any amounts paid that were paid as a result of a billing error, as the case may be, shall accrue interest from the date such amounts were due or received, as the case may be, at the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest rate of interest that may be charged under Applicable Law, compounded daily for the number of days from the Bill Due Date or date such overpayment was received until the date that payment or reimbursement, as the case may be, is actually received by the appropriate Party.

30.9 Remedies. No remedy set forth in this Agreement is intended to be exclusive and each and every remedy shall be cumulative and in addition to any other rights or remedies now or hereafter existing under applicable law or otherwise. However, any other rights or remedies now or hereafter

existing under applicable law or otherwise shall continue to be available only to the extent such right or remedy has not been excluded or modified by the terms of this Agreement

30.10 Publicity and Use of Trademarks or Service Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

30.11 Section 252(i) and Section 251(c) of the Act.

30.11.1 Each Party shall make available to the other in a particular geographic area, as required by Section 252(i) of the Act, any interconnection, service, or network element provided under an agreement approved under Section 252 of the Act to which it is a party covering the same geographic area upon the same terms and conditions as those provided in the agreement.

30.11.2 At all times during the term of this Agreement or any extension, the Parties agree to use their best efforts to comply with all provisions herein in a fair and nondiscriminatory manner and further agree that CBT shall, in compliance with Section 251(c)(2)(D) and 251(c) provide Interconnection and access to unbundled network elements at any Technically Feasible Point on rates, terms and conditions that are just, reasonable and nondiscriminatory.

30.11.3 The Parties acknowledge that the provisions of this Agreement with respect to INP, Performance Benchmarks, Non-performance Service Credits and compensation to CBT for Directory Listings and directory distribution were negotiated as a package, involved a balance of interests peculiar to the two Parties, and as such would not have been agreed between the Parties on an individual basis.

30.12 Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. No license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable to 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 its own cost that it has obtained any necessary licenses in relation to intellectual property of third Parties in order to perform its obligations under this Agreement.

30.13 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby. However, the Parties shall negotiate in good faith to amend this Agreement to replace, with enforceable language that reflects such intent as closely as possible, the unenforceable language and any provision that would be materially affected by vacation of the unenforceable language.

30.14 Performance. The Parties understand and agree that each Party's ability to effectively and efficiently provide local exchange service to their respective Customers shall substantially depend upon each Party's responsiveness to the other Party's requests and each Party's performance of its responsibilities under this Agreement.

30.15 Independent Contractor. Each Party shall perform services hereunder as an independent contractor and nothing herein shall be construed as creating any other relationship between the Parties. Each Party and each Party's contractor shall be solely responsible for the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to their employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.

30.16 Non-Assignment. Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which shall not be unreasonably withheld; provided that each Party may assign this Agreement to an Affiliate or an entity under common control with it or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. No assignment or delegation hereof should relieve the assignor of its obligations under this Agreement.

30.17 Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

30.18 Modification. No variation or modification of this Agreement and no waiver of any of its terms or conditions shall be valid unless it is in writing and signed by the duly authorized officers of the Party or Parties sought to be changed.

30.19 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, (c) mailed, certified mail postage prepaid, return receipt requested or (d) delivered by telecopy to the following addresses of the Parties:

To TWC:

Time Warner Communications of Ohio, L.P.  
65 East State Street  
Suite 1800  
Columbus, Ohio 43215  
Attn: Vice President - Regulatory  
Facsimile: 614/358-4400

with a copy to:

Time Warner Communications  
160 Inverness Drive West  
Englewood, CO 80112  
Attn: Assistant General Counsel - Time Warner Cable  
Facsimile: 303/799-5591

To CBT:

Cincinnati Bell Telephone  
201 East Fourth Street, 102-910  
Cincinnati, Ohio 45201-2301  
Attn: Vice President - Regulatory Affairs  
Facsimile: 513/397-2408

with a copy to:

Cincinnati Bell Telephone  
201 East Fourth Street, 102-620  
Cincinnati, Ohio 45201-2301  
Attn: Senior Vice President & General Counsel  
Facsimile: 513/721-7358

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next Business Day when notice is sent via express mail or personal delivery, (iii) upon signature for receipt in the case of certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

30.20 No Third Party Beneficiaries, Disclaimer of Agency. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein express or implied shall create or be construed to create any third-party beneficiary rights hereunder. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

30.21 Survival. The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement, including without limitation, Articles XXII, XXVIII, XXIX; and Sections 30.4, 30.5, 30.10 and 30.12.

30.22 Entire Agreement. The terms contained in this Agreement and any Schedules, Exhibits, tariffs and other documents or instruments referred to herein, which are incorporated into this Agreement by this reference, constitute the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior understandings, proposals and other communications, oral or written. Except as specifically provided, nothing in this Agreement shall be deemed to affect any access charge arrangement. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications.

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

TIME WARNER COMMUNICATIONS  
OF OHIO, L.P.

By: PA SA  
Printed: Paul O. Jones  
Title: Sr. V. P. Regulatory & Public Policy

CINCINNATI BELL TELEPHONE  
COMPANY

By: EJ Baldrate  
Printed: Eugene J. Baldrate  
Title: Vice President - Regulatory Affairs

INTERIM PRICING SCHEDULE FOR INTERCONNECTION

(Subject to Section 24.4)

ITEM I - Transport and Termination

- |    |                                   |            |                 |
|----|-----------------------------------|------------|-----------------|
| A. | End Office Local Termination      | \$ .003782 | per minute      |
| B. | Tandem Switching                  | \$ .002575 | per minute      |
| C. | Tandem Transport Facility Mileage | \$ .000073 | per minute/mile |

ITEM II - BLV/BLVI Traffic

- |    |  |        |         |
|----|--|--------|---------|
| A. | Busy Line Verification (BLV)   | \$1.16 | per use |
| B. | Busy Line Verification Interrupt (BLVI)<br>(in addition to BLV charge) | \$1.35 | per use |

ITEM III - Transit Service

Transit Traffic between NEC and 3rd  
party LEC or CMR provider

- |    |                                   |            |                 |
|----|-----------------------------------|------------|-----------------|
| A. | Tandem Switching                  | \$ .002575 | per minute      |
| B. | Tandem Transport Facility Mileage | \$ .000073 | per minute/mile |

ITEM IV - Unbundled Network Elements

- |    |   |                               |               |               |
|----|---|-------------------------------|---------------|---------------|
| A. | 2-Wire, Voice Grade Analog Unbundled Loop | <u>Rate Bands<sup>1</sup></u> |               |               |
|    |   | <u>Band 1</u>                 | <u>Band 2</u> | <u>Band 3</u> |
|    | Monthly Rates :                           | \$17.44                       | \$22.23       | \$25.84       |
| B. | 4-Wire, Voice Grade Analog Unbundled Loop | Telric +10%                   |               |               |
| C. | Non-Recurring Rates                       | Telric +10%                   |               |               |

<sup>1</sup> "Rate Band" is defined in CBT's Exchange Rate Tariff PUCO No. 3.

D. Conditioning Options for 2-Wire and 4-Wire Voice Grade Analog Loops<sup>2</sup>

	<u>Monthly</u>	<u>Non-Recurring</u>
1. Improved Voice Grade Loss	Telric +10%	
a. Qualification		
b. Conditioning		
2. Non-Loaded Copper Loop Guarantee	Telric +10%	
a. Qualification		
b. Load Removal (up to 5 loops to same location)		
3. ISDN Compatible Conditioning	Telric +10%	
a. Qualification		
b. Conditioning copper loop		
c. Conditioning derived loop		

E. HDSL Unbundled Loop

	<u>Rate Bands</u>		
	<u>Band 1</u>	<u>Band 2</u>	<u>Band 3</u>
1. Monthly Rates	\$17.44	\$22.23	\$25.84
a. 2-Wire			
b. 4-Wire		Telric +10%	
c. 64-Kbps Digital Loop		Tariff Rate Less Resale Discount	
d. 1.544-Mbps Digital Loop		Tariff Rate Less Resale Discount	
2. Non-Recurring Rates (including required qualification)			
a. 2-Wire		Telric +10%	
b. 4-Wire		Telric +10%	

<sup>2</sup> Conditioning charges apply in addition to charges in A., above.

F. Interoffice Transmission Facilities

1. Common Transport<sup>3</sup> \$.002042 per minute

2. Dedicated Transport and Unbundled  
Dedicated Entrance Facility

DS1	Proxied from Access Tariff FCC No. 35
DS3	" "
OC3	" "
OC12	" "
OC48	" "

a. Optional features

Clear Channel Capability, per 1.544 (DS1) bit stream	Proxied from Access Tariff FCC No.
---	------------------------------------

Central Office Multiplexing DS3 to DS1 DS1 to Voice Grade	" "	" "
---	-----	-----

b. Protection

	<u>Monthly</u>	<u>Non-Recurring</u>
1 + 1 Protection for OC3, OC12 and OC48	"ICB"	"ICB"
1 + 1 Protection with Cable Survivability for OC3, OC12 and OC48	"ICB"	"ICB"
1 + 1 Protection with Route Survivability for OC3, OC12 and OC48	"ICB"	"ICB"

<sup>3</sup> Common Transport consists of CBT interoffice transport facilities between CBT end offices and does not include interoffice transport facilities to the access tandem. Common Transport is a distinct rate element that cannot be provisioned separate from unbundled local switching.

G. Miscellaneous Charges

	<u>Non-Recurring Charge</u>
1. Service Order Charge <sup>4</sup>	\$21.19
2. Line Connection <sup>5</sup>	Telric +10%
3. Additional Engineering, Additional Labor, and Maintenance of Service Charges.	

These charges apply as specified in CBT's Access Tariff No. 35, whenever there are requirements for Service Coordination, Stand-by, Outside Normal Business Hours Installation and Repair, and Maintenance Of Service.

H. Signaling Networks (CCS/SS7)

1. Signaling Link	Proxied from Access Tariff FCC No. 35
2. Port Termination	" "

I. Directory Assistance

Directory Assistance Facilities	Current tariff rate
---------------------------------	---------------------

ITEM V - Interim Number Portability<sup>6</sup>

	<u>Monthly</u>
Until 5-1-98:	
A. Remote Call Forwarding with eight call paths ("RCF")	\$ 2.50
Per additional call path	\$ 0.25
B. Direct Inward Dialing ("DID")	\$15.00
From 5-1-98 until deployment of LNP:	
A. RCF with eight call paths	\$ 1.50

<sup>4</sup> Applies as necessary for service orders, service order changes, subsequent service rearrangements, and record work only.

<sup>5</sup> Applies for service migration.

<sup>6</sup> If the Commission approves a lower rate for INP in a cost proceeding or CBT's Alternative Regulation case, the lower rate will apply prospectively from the date of the Commission's order.

Per additional call path \$ 0.25

B. DID \$11.00

ITEM VI E911 Services

Rate per End User Line \$ 0.12  
Optional Manual Update (per hour) \$33.58

ITEM VII - Collocation

See CBT's Access Tariff FCC No. 35

ITEM VIII - Structure

See CBT's Pole and Anchor, Attachment and Conduit Occupancy Accommodations Tariff, PUCO No. 1.

ITEM IX - Directory Listings

Per primary listing per month for customers served by TWC's switch:<sup>7</sup>

Business listings: \$ 0.30  
Residential listings: \$ 0.42

Information pages in Customer Information Section of CBT white pages directory:

\$ .0015 per year per printed page X total number directories printed

<sup>7</sup> Directory publication and distribution included in rates for resold access lines.

## SCHEDULE 3.2

### BONA FIDE REQUEST PROCESS

1. Any request for Interconnection or services that is not already available as described herein shall be treated as a Request under this Schedule.
2. CBT shall use this Schedule to determine technical feasibility of the requested Interconnection, services and, for those items that are technically feasible, to provide the terms and timetable for providing the requested items.
3. A Request shall be submitted in writing and shall, at a minimum, include: (a) a technical description of each requested service, network element or interconnection; (b) the desired interface specifications; (c) a statement that the interconnection, service or network element will be used to provide a telecommunications service; (d) the quantity requested; (e) the location(s) requested; and (f) a requested due date.
4. Within three (3) Business Days of receipt of Request, CBT shall acknowledge its receipt and shall have completed its review of the Request for initial compliance with Section 3 above. In its written acknowledgment, CBT shall advise TWC of any missing information reasonably required in order for CBT to complete its preliminary analysis of the Request described in Section 5 below.
5. Unless otherwise agreed to in writing by the Parties, within fifteen (15) Business Days of its receipt of the Request, CBT shall provide TWC a preliminary analysis of the Request. The preliminary analysis shall specify whether or not the requested interconnection, service or network element described in the Request is technically feasible and whether or not CBT believes it is required to provide such Request pursuant to the Telecommunications Act of 1996. Such preliminary analysis shall be in writing and set forth the basis for CBT's conclusions.
6. Unless otherwise agreed to by the Parties, as soon as feasible, but not more than thirty (30) days after CBT notifies TWC that the Request is technically feasible, CBT shall provide TWC a firm price quote and availability date for such development ("Bona Fide Request Quote"). For Bona Fide Requests that involve either: (i) combinations of standard offerings or (ii) individual customer arrangements that do not require alterations not otherwise performed for individual customer arrangements ("Standard BFR Request"), for CBT retail Customers, CBT shall provide a Bona Fide Request Quote within such thirty (30)-day period. For all other Bona Fide Requests ("Non-standard BFR Request"), CBT shall provide a Bona Fide Request Quote as soon as feasible, but in any event not more than ninety (90) days from the date CBT notifies TWC that the Request is technically feasible. The Bona Fide Request Quote provided by CBT to TWC shall include, at TWC's option, either (a) the applicable rates (recurring and nonrecurring) of the requested Interconnection, Network Element or Customized feature, capability or functionality, which rates shall include the reasonable amortized costs of development of such Interconnection, Network Element or customized feature, capability or functionality or (b) the reasonable costs of development of the Interconnection or customized feature, capability or functionality listed as a

separate charge and the applicable rates (recurring or nonrecurring for such Interconnection or customized feature, capability or functionality).

7. Within thirty (30) Business Days of its receipt of the Request quote, TWC must confirm its order, cancel its Request, or seek remedy under the Dispute Resolution section of the Agreement.

8. CBT will utilize information from previously developed BFRs to address similar arrangements in order to attempt to shorten the response times for the currently requested BFR.

9. In the event of a dispute under this Schedule, the Parties agree to seek expedited Commission resolution of the dispute, with a request to the Commission that the Commission resolve any pricing or provisioning dispute within thirty (30) days of CBT's response to TWC's BFR.

10. TWC may cancel its bona fide request at any time. However, if TWC cancels its bona fide request order after it confirms its order, TWC shall pay the reasonable and demonstrable cost of processing and/or implementing the bona fide request up to the date of cancellation.

SCHEDULE 3.0

IMPLEMENTATION SCHEDULE

<u>LATA</u>	CBT Interconnection Wire Center (CIWC)	TWC Interconnection Wire Center (TIWC)	Interconnection Activation Date Projected December 1, 1997
922	209/229 West Seventh Street	11252 Cornell Park Dr. Cincinnati, OH 45242	

## SCHEDULE 4.7

### CBT INTERCONNECTION PERFORMANCE BENCHMARKS

- 1.0 CBT shall on a monthly basis strive to complete 90%, on an aggregate basis, of the total Performance Activities contained in Sections 3.0 and 4.0 of this Schedule 4.7 within the specified intervals subject to exclusions provided in Section 2.0
- 2.0 The following types of orders will be excluded from measurement for performance and determination of Service Credits described in Section 18.2: (1) TWC requests an extended interval that exceeds the standard intervals stated in this Schedule, (2) after an order is submitted to CBT, it is changed or rescheduled by TWC, (3) TWC or the customer causes a delay in completing an order, or (4) any other "Delaying Event" as defined in this Agreement.
- 3.0 Trunk Provisioning Intervals
- | <u>Number of End Office<br/>Trunks Per Order</u> | <u>Interval</u>  |
|--|------------------|
| 1-96   | 10 Business Days |
| 97 +   | Negotiated       |
| <u>New Trunk Groups to Tandem(s)</u>             | Negotiated       |
- 4.0 Trunk Restoral
- | <u>Type of Outage</u> | <u>Interval</u> |
|-----------------------|-----------------|
| Service Affecting     | within 1 hour   |
| Non-Service Affecting | within 24 hours |
- 5.0 The Parties agree that additional Interconnection Performance Benchmarks may be agreed upon by the Committee. However, if any additional Interconnection Performance Benchmarks require a Party to maintain records which it then does not maintain, the Party requesting such new or additional benchmarks shall utilize the Bona Fide Request process with respect to such records.
- 6.0 The measurements described in 3.0 - 5.0, above, constitute the only Interconnection Performance Benchmarks in Schedule 4.7 which are to be included as Interconnection Performance Benchmarks for the purposes of determining Service Credits under Section 18.2.

SCHEDULE 6.6

MEET-POINT BILLING RATE STRUCTURE

- A. Interstate access - Terminating to or originating from TWC Customers served from a TWC Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	TWC
Local Switching	TWC
Interconnection Charge	TWC
Local Transport (Tandem) Termination	100% end office company*
Local Transport (Tandem) Facility	Negotiated BIP reflected on NECA #4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

- B. Intrastate access - Terminating to or originating from TWC Customers served from a TWC Switching Center.

<u>Rate Element</u>	<u>Billing Company</u>
CCL	TWC
Local Switching	TWC
Interconnection Charge	TWC
Local Transport (Tandem) Termination	100% end office company*
Local Transport (Tandem) Facility	Negotiated BIP reflected on NECA #4 filings for each Party
Tandem Switching	CBT
Entrance Facility	CBT

\* Applies where POI between the Parties is at TWC's collocation space at CBT's Central Office.

## SCHEDULE 9.2.1

### LOCAL LOOPS

CBT will provide unbundled loops in accordance with the following procedures. Specifications for conditioning, performance, acceptance limits and immediate action limits will be in accordance with accepted industry standards and may be further defined by the Committee.

#### 1.0 "Two Wire Analog Voice Grade Loops"

1.1 Two Wire Analog Voice Grade Loops are capable of supporting POTS or POTS- like services utilizing a copper pair or derived analog voice grade channel.

1.2 Two wire Analog Voice Grade Loop must be ordered before additional conditioning options apply. Additional conditioning will be considered incremental in functionality and price to the basic link.

#### 2.0 "Two Wire ISDN BRI 160 Kbps Digital Loop"

2.1 Two Wire ISDN BRI Loops are capable of supporting a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).

2.2 The loops will be qualified to determine how the Basic 2-wire Analog VG Link is to be configured to support ISDN BRI services.

#### 3.0 "Two Wire HDSL Compatible Loop"

3.1 Two Wire HDSL Loops are capable of providing the transmission of a 768 Kbps digital signal.

3.2 The Loops will be provided in areas where non-loaded, twisted pair is available. Loops will be conditioned to allow use of HDSL specifically supporting Adtran HDSL central office and customer premises equipment.

#### 4.0 "Four Wire HDSL Compatible Loop"

4.1 Four Wire HDSL Loops are capable of providing the transmission of a 1.544 Mbps digital signal.

4.2 The Loops will be provided in areas where non-loaded, twisted pair is available. Loops will be conditioned to allow use of HDSL specifically supporting Adtran HDSL central office and customer premises equipment.

SCHEDULE 9.2.2

UNBUNDLED ACCESS TO NETWORK INTERFACE DEVICES

CBT's Network Interface Device ("NID") is a Network Element that utilizes one or more cross-connect devices to connect loop facilities to inside wiring.

CBT will permit TWC to connect TWC's loop to a portion or all of the inside wiring of the Customer's premises through CBT's NID, where necessary. TWC must establish the connection to CBT's NID through an adjoining NID, which serves as the network interface or demarcation for TWC's loop.

Maintenance and control of premises (inside wiring) is under the control of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

## SCHEDULE 9.2.3

### INTEROFFICE TRANSMISSION FACILITIES

Interoffice Transmission Facilities are CBT transmission facilities dedicated to a particular Customer or carrier, or shared by more than one Customer or carrier, that provide Telecommunications Services between Wire Centers/Switching Centers owned by CBT or TWC, or between Switches owned by CBT or TWC.

1.0 CBT provides several varieties of unbundled Interoffice Transmission Facilities:

1.1 Unbundled dedicated interoffice transport facility ("Dedicated Transport") is a dedicated facility connecting two CBT Central Office buildings via CBT transmission equipment. In each Central Office building, TWC will Cross-Connect this facility to its own transmission equipment (physically or virtually) Collocated in each Wire Center. All applicable digital Cross-Connect, multiplexing, and Collocation space charges apply at an additional cost.

1.2 "Unbundled dedicated entrance facility" is a dedicated facility connecting CBT's transmission equipment in a CBT Central Office with TWC's transmission equipment in TWC's Switching Center for the purposes of providing Telecommunications Services.

1.3 "Common Transport" is an interoffice transmission path between CBT Network Elements shared by carriers. Where CBT Network Elements are connected by intra office wiring, such wiring is provided as a part of the Network Elements and is not Common Transport. Common Transport consists of CBT inter office transport facilities and is a distinct rate element but cannot be provisioned separate from local or tandem switching.

2.0 CBT shall offer Interoffice Transmission Facilities in each of the following ways:

2.1 As a dedicated transmission path (e.g., DS1, DS3, OC3, OC12 and OC48).

2.2 Common Transport, as described in Section 1.3 above.

3.0 Where Dedicated Transport or Common Transport is provided, it shall include (as appropriate):

3.1 The transmission path at the requested speed or bit rate.

3.2 The following optional features are available, if requested by TWC, at additional cost:

3.2.1 Clear Channel Capability per 1.544-Mbps (DS1) bit stream;

3.2.2 CBT-provided Central Office multiplexing.

(a) DS3 to DS1 multiplexing; and

(b) DS1 to Voice/Base Rate/128-, 256-, 384-Kphs Transport;  
multiplexing

3.3 If requested by TWC, the following are available at an additional costs:

3.3.1 1 + 1 Protection for OC3, OC12 and OC48;

3.3.2 1 + 1 Protection with Cable Survivability for OC3, OC12 and OC48;

3.3.3 1 + 1 Protection with Route Survivability for OC3, OC12 and OC48.

4.0 Technical Requirements. This Section sets forth technical requirements for all Interoffice Transmission Facilities.

4.1 When CBT provides Dedicated Transport as a circuit, the entire designated transmission facility (e.g., DS1, DS3, and OC3) shall be dedicated to TWC-designated traffic.

4.2 CBT shall offer Interoffice Transmission Facilities in all then-currently available technologies, including DS1 and DS3 transport systems, SONET Bi-directional Line Switched Rings when used by CBT, SONET Unidirectional Path Switched Rings, and SONET point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates, except subrate services, where available.

4.3 For DS1 facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable technical references set forth below.

4.4 For DS3 facilities, and higher rate facilities, Interoffice Transmission Facilities shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office "CI to CO" connections in the applicable technical references set forth below.

4.5 When requested by TWC, Interoffice Transmission Facilities shall provide physical diversity. Physical diversity means that two circuits are provisioned in such a way that no single failure of facilities or equipment will cause a failure on both circuits.

4.6 When physical diversity is requested by TWC, CBT shall provide physical separation between intra-office and inter-office transmission paths (unless otherwise agreed by TWC).

4.7 Any request by TWC for diversity shall be subject to additional charges.

4.8 CBT shall offer the following interface transmission rates for Interoffice Transmission Facilities:

4.8.1 DS1 (Extended SuperFrame - ESF and D4);

4.8.2 DS3 (C-bit Parity and M13 shall be provided);

4.8.3 SONET standard interface rates in accordance with the applicable ANSI technical references set forth below.

4.9 CBT shall permit (when made available as a service) TWC to obtain the functionality provided by DCS together with and separate from dedicated transport in the same manner that CBT offers such capabilities to IXC's that purchase transport services. If TWC requests additional functionality, such request shall be made through the Bona Fide Request process.

4.10 Technical References:

Dedicated Transport

ANSI T1.101-1994, American National Standard for Telecommunications

-Synchronization Interface Standard Performance and Availability

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

ANSI T1.105-1995, American National Standard for Telecommunications

- Synchronous Optical Network (SONET) - Basic Description

including Multiplex Structure, Rates and Formats

ANSI T1.105.01-1995, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Automatic Protection Switching

ANSI T1.105.02-1995, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Payload Mappings

ANSI T1.105.03-1994, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Jitter at Network Interfaces

ANSI T1.105.03a-1995, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Jitter at Network Interfaces -DS1

Supplement

ANSI T1.105.04-1995, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Data Communication Channel

Protocols and Architectures

ANSI T1.105.05-1994, American National Standard for Telecommunications

-Synchronous Optical Network (SONET) - Tandem Connection

ANSI T1.105.06-199x, American National Standard for Telecommunications -

Synchronous Optical Network (SONET) - Physical Layer Specifications

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

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

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

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

ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach)

ANSI T1.119-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications

ANSI T1.119.01-1995, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Protection Switching Fragment

ANSI T1.119.02-199x, American National Standard for Telecommunications -Synchronous Optical Network (SONET) - Operations, Administration, Maintenance, and Provisioning (OAM&P) Communications Performance Monitoring Fragment

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

ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification

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

Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance

Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria

Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.)

Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access

Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1, February 1991

## SCHEDULE 9.2.4

### SIGNALING NETWORKS AND CALL-RELATED DATABASES

1.0 Signaling Transfer Points. A Signaling Transfer Point (STP) 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.

#### 1.1 Technical Requirements.

1.1.1 STPs shall provide access to all other Network Elements connected to CBT SS7 network. These include:

- (a) CBT Local Switching or Tandem Switching;
- (b) CBT Service Control Points/Databases;
- (c) Third-party local or tandem switching systems; and
- (d) Third-party-provided STPSs.

1.1.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the CBT SS7 network. This explicitly includes the use of the CBT SS7 network to convey messages which neither originate nor terminate at a Signaling End Point directly connected to the CBT SS7 network (*i.e.*, transit messages). When the CBT SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

1.1.3 If a CBT Tandem Switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a TWC local switch and third-party local switch, the CBT SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between the TWC local STPSs and the STPSs that provide connectivity with the third-party local switch, even if the third-party local switch is not directly connected to the CBT STPSs, based on the routing instruction provided in each message.

1.1.4 STPs shall provide the following functions of the MTP as defined in the applicable industry standards:

- (a) Signaling Data Link functions;

(b) Signaling Link functions; and

(c) Signaling Network Management functions.

1.1.5 STPs 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 the applicable standards. In cases where the destination signaling point is a CBT local or tandem switching system or database, or is a TWC or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, STPs shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with the CBT SS7 network, and shall not perform SCCP Subsystem Management of the destination.

1.1.6 If and when made available by CBT, STPs shall provide all functions of the OMAP commonly provided by STPs. This includes:

(a) MTP Routing Verification Test (MRVT); and

(b) SCCP Routing Verification Test (SRVT).

1.1.7 In cases where the destination signaling point is a CBT local or tandem switching system or database, or is a TWC or third-party local or tandem switching system directly connected to the CBT SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the CBT SS7 network.

1.1.8 STPs shall be based upon the following performance standards:

(a) MTP Performance, as specified in ANSI T1.111.6; and

(b) SCCP Performance, as specified in ANSI T1.112.5.

## 1.2 Signaling Link Transport.

1.2.1 Definition. Signaling Link Transport is a set of two (2) or four (4) dedicated 56-Kbps transmission paths between TWC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

### Technical Requirements.

1.2.2 Signaling Link Transport shall consist of full duplex mode 56-Kbps transmission paths.

1.2.3 Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- (a) As an "A-link," which is a connection between a switch or SCP and a Signaling Transfer Point Switch (STPS) pair; and
- (b) As a "D-link," which is a connection between two (2) STP mated pairs in different company networks (e.g., between two (2) STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

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

- (a) An A-link layer shall consist of two (2) links;
- (b) A D-link layer shall consist of four (4) links.

1.2.5 A signaling link layer is designed to satisfy a performance objective such that:

- (a) There shall be no more than two (2) minutes down time per year for an A-link layer; and
- (b) There shall be negligible (less than two (2) seconds) down time per year for a D-link layer.

1.2.6 A signaling link layer shall to the extent physically reasonable satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

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

1.2.7 Interface Requirements. There shall be a DS1 (1.544 Mbps) interface at the TWC-designated SPOI. Each 56 Kbps transmission path shall appear as a DS0 channel within the DS1 interface.

## 2.0 Database Services.

### 2.1 Toll-Free Database Services

2.1.1 Should CBT, during the term of this agreement, deploy a toll-free database within its network, CBT will provide TWC access to such database on terms and conditions at parity with access CBT provides itself, affiliates, or other carriers. The details of the terms and conditions will be made as an addendum to this agreement.

### 2.2 LIDB Database Service.

2.2.1 Should CBT, during the term of this agreement, deploy a Line Information Database (LIDB) within its network, CBT will provide TWC access to such database on terms and conditions at parity with access CBT provides itself, affiliates, or other carriers. The details of the terms and conditions will be made as an addendum to this agreement.

### 2.3 Local Number Portability.

Should CBT deploy an LNP database during the term of this agreement, CBT will provide database access to TWC. However, in adopting its Number Portability Order, the FCC referred certain technical issues to the North American Numbering Council (NANC) and issued a further notice addressing the recovery of costs associated with LNP implementation. Until these activities are concluded, CBT cannot finalize product descriptions and rates for access to such LNP database. Nonetheless, CBT is willing to begin discussions through the Committee with TWC to discuss TWC's access to CBT's LNP databases in lieu of constructing TWC's own.

### 2.4 Unbundled AIN Application Access.

2.4.1 CBT will provide TWC access to CBT's service package applications (SPAs) on its own AIN SCP through query access over the SS7 network. Such access will enable TWC (whether it purchases unbundled switching capabilities from CBT or owns its own SSP (Service Switching Point) to offer its Customers AIN services without first having to deploy a full AIN infrastructure within its own networks. Unbundled AIN Applications Access provides for the AIN functionality necessary for the day-to-day ongoing call processing associated with a specific AIN applications execution. This includes the SS7 transport and SCP processing of the query associated with the specific service.

2.4.2 TWC shall be responsible for assuring the compatibility of its AIN SSP software generics with the CBT AIN Applications and SCP software releases. Interconnection of the TWC SSP with the CBT SS7 network is required, and can be accomplished in a number of ways as described in Section 1 of this Schedule 9.2.4.

2.4.3 Activation of the desired application at the CBT SCP requires subscription by both the ordering carrier TWC and the end-user. In general, AIN operations require close cooperation between CBT and the requesting carrier.

2.4.4 The SSP and SCP vendors provide logical capabilities which CBT uses to create each AIN service. The SSP and SCP vendors have no detailed knowledge of the specific AIN Applications that CBT has created. CBT's AIN deployment is based on AIN 0.1.

## 2.5 AIN Service Creation Environment Access.

CBT will provide TWC access to its AIN Service Creation Environment (SCE) at parity with such access it provides to affiliates or other carriers, to enable TWC to create new AIN services on CBT's SCP. Such services, once loaded on CBT's network SCPs will only be used in conjunction with SS7 TCAP queries from TWC's own SSP. Details regarding SCE access will be determined by the Committee.

## 2.6 AIN Service Management System Access.

CBT will provide TWC access to its Service Management System, at parity with such access it provides to affiliates or other carriers, for the purpose of provisioning customer specific information in service package applications on CBT's SCP. The details of such access will be determined by the Committee.

## SCHEDULE 9.2.5

### DIRECTORY ASSISTANCE

1.0 Directory Assistance. Directory Assistance ("DA") service shall consist of the following services.

1.1 Directory Assistance - those calls in which the Customer dials digits designated by TWC to obtain Directory Assistance for local numbers located within his/her local calling area (including but not limited to 411, 555-1212, NPA-555-1212) dialed by TWC subscribers directly to either the TWC DA service platform or CBT DA service platform as specified to TWC. Two listings will be provided per call.

1.2 Branding - the ability to put branding messages on the front end of a DA call that is directly trunked into CBT's DA switch, or to choose not to provide such a message.

1.3 Directory Assistance Call Completion - provides a Customer who has accessed the DA service and has received a number from the Audio Response Unit ("ARU") the option of having local calls completed by pressing a specific digit on a touch tone telephone. Directory Assistance Call Completion is currently available to TWC if it direct trunks its DA calls to CBT. TWC shall rate and bill its Customers for Directory Assistance Call Completion calls.

1.4 Upon request, and through a technically feasible arrangement, CBT will provide access to databases used in the provisioning of DA at rates that recover CBT's costs of developing, providing and maintaining the service. Such unbundled access shall include entry of TWC Customer information into CBT's DA database or to enable TWC to utilize read only access of DA listings in the database so that TWC can provide a Telecommunications Service consistent with Section 251(c)(3) of the Act

2.0 Lost Records. If CBT is responsible for lost, destroyed, or mutilated OSPS AMA recordings, CBT will not bill TWC for those calls for which there are no records. Likewise, CBT shall not be held responsible by TWC for lost revenue. However, if within ninety (90) days, actual data should become available, CBT will bill TWC for those calls using actual data.

### 3.0 Committee Issues

The following issues will be addressed by the Committee and included in the Implementation Plan if TWC elects to purchase DA service from CBT:

### 3.1 Directory Assistance

3.1.1 CBT shall communicate in advance any changes or enhancements to its DA service that CBT is obligated to provide to TWC under Section 251 of the Act, and shall make available such service enhancements on a non-discriminatory basis to TWC.

3.1.2 CBT shall provide TWC with the same level of support for the provisioning of Directory Assistance as CBT provides itself, assuming that TWC's DA traffic is of the same nature as CBT's. Quality of service standards shall be in accordance with standards and performance measurements that are at least equal to the highest level of standards and/or performance measurements that CBT uses and/or which are required by law, regulatory agency, or by CBT's own internal procedures.

3.1.3 Service levels shall comply, at a minimum, with State Regulatory Commission requirements for a number of rings to answer.

3.1.4 CBT agrees to maintain an adequate operator work force.

3.1.5 TWC has the right, once annually, to visit each CBT-owned or subcontracted office upon reasonable notice to CBT or with greater frequency by mutual consent of the Parties. Upon request, CBT will provide system results.

3.1.6 CBT shall provide the following minimum Directory Assistance capabilities to TWC's subscribers:

- (a) Populate the Directory Assistance database in the same manner and in the same time frame as for CBT subscribers.

3.1.7 CBT shall provide data regarding billable events in the same manner as CBT provides the same to its own end users.

## SCHEDULE 9.2.6

### OPERATIONS SUPPORT SYSTEMS FUNCTIONS

- 1.0 Pre-Ordering, Ordering and Provisioning. CBT will use the interface described in Section 4.0 for access to operations support systems functions necessary to perform the pre-ordering, ordering, and provisioning functions (e.g., order entry, telephone number selection and due date selection).
- 2.0 Maintenance and Repair. CBT will use the interface described in Section 4.0 for access to operations support systems functions necessary to perform the maintenance and repair functions (e.g., trouble receipt and trouble status).
- 3.0 Billing. CBT will provide appropriate usage data to TWC to facilitate Customer billing with attendant acknowledgments and status reports and exchange information to process claims and adjustments.
- 4.0 Electronic Interface for Pre-Ordering, Ordering and Provisioning. CBT will provide an electronic interface for the transfer and receipt of data necessary to perform the pre-ordering, ordering and provisioning functions (e.g., order entry, telephone number selection and due date selection) associated with resale services and Unbundled Network Elements, to the extent applicable. The interface will be administered through a gateway that will serve as a single point of contact for the transmission of such data. This gateway will provide for equivalent functionality for pre-ordering, ordering and provisioning as CBT uses in its provision of retail services for the above functions. The interface will be consistent with the Alliance for Telecommunications Industry Solutions (ATIS), Telecommunications Industry Forum (TCIF), and Electronic Data Interchange (EDI) Customer Service Guideline, issue 5.

SCHEDULE 9.3.4

COMBINATIONS

1.0 Loop Combination

Unbundled NID  
Unbundled Loop

2.0 Loop/Transport Combination #1 (VG Interface)

Unbundled NID  
Unbundled Loop  
Concentrators/Multiplexers  
Dedicated Transport

3.0 Loop/Transport Combination #2 (DS1 Interface)

Unbundled NID  
Unbundled Loop  
Concentrators/Multiplexers  
Dedicated Transport

## SCHEDULE 9.4

### PROVISIONING OF NETWORK ELEMENTS

#### 1.0 General Provisioning Requirements.

1.1 Subject to the terms of Article IX, TWC may order and/or request Network Elements individually.

1.2 CBT shall provide provisioning services to TWC during Normal Business Hours on Business Days. TWC may request CBT to provide Saturday, Sunday, holiday, and/or off-hour provisioning services. If TWC requests that CBT perform provisioning services at times or on days other than as required in the preceding sentence, CBT shall provide such services based on time and materials charges for all CBT personnel involved as set forth in the Pricing Schedule.

1.3 CBT shall provide a CLEC Service Center (LEC-C) for ordering and provisioning contacts and order flow involved in the purchase and provisioning of CBT's unbundled Network Elements. The LEC-C shall provide an electronic interface for all ordering and provisioning order flows, but may use a paper or fax process until electronic interfaces between CBT and TWC have been tested and are fully operational. The LEC-C shall provide to TWC a telephone number (operational during Normal Business Hours on Business Days.), which will be answered by capable staff trained to resolve problems in connection with the provisioning of Network Elements or Combinations. The LEC-C is responsible for order acceptance, order issuance and return of the Firm Order Commitment ("FOC") to TWC as specified in this Schedule 9.4.

1.4 CBT shall provide to TWC a single point of contact for all maintenance and repair activities. A telephone number will be provided 24 hours per day, seven days per week.

1.5 CBT will recognize TWC as the Customer of Record of all Network Elements and agreed-to Combinations ordered by TWC and will send all notices, invoices and pertinent Customer information directly to TWC.

1.6 When requested by TWC, CBT will schedule installation appointments with CBT's representative on the line with TWC's representative until TWC has access to CBT's scheduling system.

1.7 CBT will provide TWC with a FOC for each order by 5:00 p.m. of the next Business Day of CBT's receipt of that order, or within a different time interval agreed upon by the Implementation Team. The FOC must contain an enumeration of Network Elements as ordered by TWC and CBT's commitment date for order completion ("Committed Due Date"), which commitment date shall be established on a non-discriminatory basis with respect to installation dates for comparable orders at such time.

1.8 CBT may not initiate any disconnection or rearrangement of any TWC ordered Elements, except as directed by TWC or another LEC (including CBT) which has subsequently been authorized by the customer to act as the customer's agent and requests such rearrangement or disconnection.

1.9 Upon work completion, CBT will provide TWC (unless otherwise notified by TWC) with an order completion per order that states when that order was completed. CBT shall respond with specific order detail as enumerated on the FOC.

1.10 As soon as identified, CBT shall provide notification of TWC orders that are incomplete or incorrect and therefore cannot be processed.

1.10.1 CBT will perform pre-testing of Network Elements in accordance with CBT's standards. At TWC's request, CBT will make available to TWC for an additional charge any available test and turn-up results in support of the Network Elements ordered by TWC.

1.11 As soon as identified, CBT shall provide notification of any instances when CBT's Committed Due Dates are in jeopardy of not being met by CBT on any element or feature contained in any order for Network Elements or Combinations. CBT shall indicate its new committed due date within 24 hours.

1.12 Subject to Article IX, Network Elements will be provisioned with customer-specific and bulk orders, as specified by TWC.

1.13 CBT shall provide to TWC upon request and at rates as specified in the Pricing Schedule.

1.13.1 a listing by street address detail, of the service coverage area of each switch CLLI;

1.13.2 when available, all engineering design and layout information for each Network Element except that layout information for basic 2-wire analog loops which will be provided only when qualification is ordered;

1.14 Promptly after the Effective Date, CBT shall provide TWC an initial electronic copy of the following information:

1.14.1 Street address verification;

Electronic updates to such information shall be provided monthly to TWC as changes are made to such information.

1.15 For order of Network Elements (and INP with the Installation of a Loop) that require coordination among CBT, TWC and TWC's Customer, TWC shall be responsible for any necessary coordination with the TWC Customer.

1.16 CBT shall recognize TWC as an agent for the subscriber in coordinating the disconnection of services provided by another CLEC or CBT provided TWC has obtained proper authorization from the Customer.

#### 1.17 Order Rejections

CBT shall reject and return to TWC any order that CBT cannot provision, and in its reject notification provide an error code identifying the reasons for which the order was rejected.

#### 1.18 Service Order Changes

1.18.1 If an installation or other TWC-ordered work requires a change from the original TWC service order in any manner, CBT shall call TWC in advance of performing the installation or other work to obtain authorization. CBT shall then provide TWC an estimate of additional labor hours and/or materials. After all installation or other work is completed, CBT shall notify TWC of actual labor hours and/or materials used in accordance with regular service order completion schedules.

1.18.2 If a TWC Customer requests a service change at the time of installation or other work being performed by CBT on behalf of TWC, CBT, while at the Customer premises, shall direct the TWC Customer to contact TWC so as to avoid unnecessary delays in service activation should the CBT representative leave the Customer premises. If CBT's technician awaits TWC's response for more than fifteen (15) minutes, Standby Charges as set forth in the Pricing Schedule will apply.

1.18.3 If TWC requests a change in due date or changes the content of an order it has provided to CBT, service order change charges as specified in the Pricing Schedule will apply.

#### 2.0 Unbundled Local Loop Transmission

##### 2.1 Access to Unbundled Local Loops

2.1.1 TWC shall access CBT's Unbundled Local Loops via Collocation or in accordance with Article IX of this Agreement at the CBT Wire Center where that element exists and each Loop shall be delivered to TWC's Collocation by means of a Cross-Connection, which shall be an additional charge.

2.1.2 CBT shall provide TWC access to its unbundled Loops at each of CBT's Wire Centers. In addition, if TWC requests one or more Loops serviced by Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, CBT shall, where available, move the requested Loop(s) to a spare, existing physical Loop at no charge to TWC. If, however, no spare physical Loop is available, CBT shall within forty-eight (48) hours of TWC's request notify TWC of the lack of available facilities. TWC may then at its discretion make a Bona Fide Request for CBT to provide the unbundled Loop through the demultiplexing of

the integrated digitized Loop(s). Notwithstanding anything to the contrary in this Agreement, the CBT Network Element Performance Benchmarks set forth in Schedule 9.8 of this Agreement shall not apply to unbundled Loops provided under this Section 2.1.2.

2.2 Provisioning of Unbundled Loops. TWC shall request unbundled Loops from CBT by delivering to CBT a valid electronic transmittal service order (a "Service Order") using the electronic interface. Within one (1) Business Day of CBT's receipt of a Service Order, CBT shall provide TWC the FOC date and Frame Due Time (FDT) according to the applicable CBT Network Element Performance Benchmarks set forth in Section 9.8 of this Agreement by which the Loop(s) covered by such Service Order will be installed.

2.3 Coordination of conversions of "live" Telephone Exchange Services will be as specified in Schedule 9.4.4.

2.3.1 Not less than (1) hour prior to the Scheduled Cutover Window, either Party may contact the other Party and unilaterally designate a new Scheduled Cutover Window. However, If CBT requests the New Cutover Window, the applicable Line Connection Charge shall be waived; and If TWC requests the New Cutover Window, TWC shall be assessed a Line Connection Charge in addition to the Line Connection Charge that will be incurred for the New Conversion Time.

2.3.2 Except as otherwise agreed by the Parties for a specific conversion, the Parties agree that the time interval expected from disconnection of "live" Telephone Exchange Service to the connection of an unbundled Network Element at the TWC Collocation interface point will be sixty (60) minutes or less. If a conversion interval exceeds sixty (60) minutes and such delay is caused solely by CBT (and not by a TWC contributing Delaying Event), CBT shall waive the applicable Line Connection Charge for such element. If TWC has ordered INP with the installation of a Loop, CBT will coordinate the implementation of INP during the Cutover Window at no additional charge.

3.0 Network Interface Device Capability.

3.1 CBT will provide TWC access to NIDs in a manner that will permit TWC to connect its loop facilities to the Customer's inside wiring through CBT's NID, as required. TWC shall establish this connection through an adjoining NID provided by TWC.

3.2 Due to the wide variety of NIDs utilized by CBT (based on Customer size and environmental considerations), TWC may access the Customer's inside wire by any of the following means:

3.2.1 Where an adequate length of inside wire is present and environmental conditions permit, TWC may remove the inside wire from CBT's NID and connect that wire to TWC's NID;

3.2.2 Enter the Customer access chamber or "side" of "dual chamber" NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wire through a suitable "punch-out" hole of such NID enclosures,

3.2.3 Enter CBT's loop terminal enclosure located at a multiple dwelling unit ("MDU") for the purpose of accessing Customer premises inside wire and extending such wire to TWC's own adjoining NID; or

3.2.4 Request CBT to make other rearrangements to the inside wire terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting party (i.e., TWC, its agent, the building owner or the Customer).

3.3 If TWC accesses the Customer's inside wire as described in Section 2.2(d), the time and materials charges will be billed to the requesting party (i.e., TWC, the building owner or the Customer).

3.4 In no case shall TWC remove or disconnect CBT's loop facilities from CBT's NIDs, enclosures, or protectors.

3.5 In no case shall TWC remove or disconnect ground wires from CBT's NIDs, enclosures, or protectors.

3.6 Maintenance and control of premises wiring (inside wire) is the responsibility of the Customer. Any conflicts between service providers for access to the Customer's inside wire must be resolved by the Customer.

3.7 Due to the wide variety of NID enclosures and outside plant environments, CBT will work with TWC to develop specific procedures to establish the most effective means of implementing this Section 3.0.

#### 4.0 Interoffice Transmission Facilities.

CBT shall:

4.1 Provide TWC exclusive use of Interoffice Transmission Facilities dedicated to TWC, or use of the features, functions, and capabilities of Interoffice Transmission Facilities shared by more than one Customer or carrier, including TWC;

4.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that TWC could use to provide Telecommunications Services;

4.3 Permit, to the extent technically feasible, TWC to connect such interoffice facilities to equipment designated by TWC, including TWC's Collocated facilities.

## 5.0 Signaling Networks and Call-Related Databases

### 5.1 Signaling Networks

5.1.1 If TWC purchases Switching Capability from CBT, CBT shall provide access to its signaling network from that switch in the same manner in which CBT obtains access to such switch itself.

5.1.2 If TWC has its own switching facilities, CBT shall provide TWC access to STPs to each of TWC's switches, in the same manner in which CBT connects one of its own switches to an STP, or in any other technically feasible manner (e.g., bringing an "A" link from TWC's switch to TWC's STP, or linking TWC's switch to its own STP and then connecting that STP to CBT's STP via a "B" or "D" link); provided that CBT shall not be required to (i) unbundle the signaling link connecting SCPs to STPs, (ii) permit direct linkage of TWC's own STPs to CBT's switch- or call-related databases or (iii) unbundle an SCP from its associated STP.

5.1.3 The Parties shall agree upon appropriate mediation facilities and arrangements for the Interconnection of their signaling networks and facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide at a minimum:

- Certification that TWC's switch is compatible with CBT's SS7 network;
- Certification that TWC's switch is compatible with CBT's AIN SCP;
- Certification that TWC's switch is compatible with a desired AIN application residing on CBT's SCP;
- Agreement on procedures for handling maintenance and troubleshooting related to AIN services;
- Usage of forecasts provided by TWC, so that CBT can provide sufficient SS7 resources for TWC and all other requesting carriers;
- Mechanisms to control signaling traffic at agreed-upon levels, so that CBT's SS7 resources can be fairly shared by all requesting carriers;
- Mechanisms to restrict signaling traffic during testing and certification, as necessary to minimize risks to the service quality experienced by Customers served by CBT's network and those of other carriers while compatibility and interconnection items are verified; and
- Mechanisms to ensure protection of the confidentiality of Proprietary Information of both carriers and Customers.

## 5.2 Call-Related Databases.

5.2.1 For purposes of switch query and database response through a signaling network, CBT shall provide TWC access to its call-related databases, as described in Schedule 9.2.4 by means of physical access at the STP linked to the unbundled database.

5.2.2 The Parties shall agree upon appropriate mediation facilities arrangements for the Interconnection of their signaling networks, databases, and associated facilities, as necessary to adequately safeguard against intentional and unintentional misuse of the signaling networks and facilities of each Party. Such arrangements shall provide for at a minimum:

- Capabilities to protect each Party's information;
- Agreements on handling maintenance and troubleshooting related to AIN services;
- Usage forecasts provided by TWC so that CBT can provide sufficient resources for other requesting carriers, and capabilities to ensure that the Parties abide by such forecasts;
- Procedures to ensure, prior to deployment, that each service will properly operate within CBT's network;
- Procedures to verify proper deployment of each service in the network; and
- Mechanisms to ensure protection of the confidentiality of proprietary information of both carriers and customers.

## 5.3 Service Management Systems.

5.3.1 CBT shall provide TWC with the information necessary to enter correctly, or format for entry, the information relevant for input into CBT's Service Management System ("SMS"). In addition, CBT shall provide TWC equivalent access to design, create, test, and deploy Advanced Intelligent Network-based services at the SMS.

5.3.2 CBT shall provide TWC with the information necessary to enter correctly, or format for entry, the information relevant for input into its SMS. Access will be provided in an equivalent manner to that which CBT currently uses to provide such access to itself (e.g., submitting magnetic tapes if TWC inputs magnetic tapes, or through an electronic interface equivalent to that used by TWC). The Committee shall set forth in the Implementation Plan the terms and conditions relating to such access. If the Committee is unable to agree to appropriate mediation mechanisms with respect to access to the AIN SMSs and SCEs, the Parties shall adopt the mechanisms adopted by the Commission.

5.3.3 CBT shall provide access to its SMS in a manner that complies with the CPNI requirements of Section 222 of the Act.

6.0 Directory Assistance.

6.1 CBT shall provide TWC access to CBT's Directory Assistance facilities where technically feasible.

6.2 CBT shall provide unbundled DA to TWC directly as a separate Network Element. A list identifying the NPA/Exchange areas of CBT Directory Assistance, and Directory Assistance Call Completion services will be provided to TWC and will be updated as such DA services are provided in additional NPA/Exchange Areas.

6.3 As a facilities-based provider, TWC will obtain any required custom routing and obtain or provide the necessary direct trunking and termination facilities to the mutually agreed-upon meet point with CBT facilities for access to unbundled DA services. TWC is responsible for delivering its DA traffic to CBT's operator service switch. Specifically, TWC shall deliver its traffic direct from the Switching Center to the operator service switch location determined by CBT based on the existing capacity of its service centers. CBT will, if technically feasible, enable TWC to deliver its DA traffic to the operator service switch most closely located to the TWC's NPA/exchange originating the call.

6.4 CBT will provide and maintain the equipment at its DA centers necessary to perform the services under this Agreement, with the goal of ensuring that the DA service meets standards set forth by the Commission.

6.5 CBT will provide DA in accordance with its then-current internal operating procedures and/or standards.

6.6 CBT will maintain a quality of service that will satisfy the standards, if any, established by the Commission having jurisdiction over the provision of such service. TWC has the right, once annually, to visit each CBT-owned or -subcontracted office upon reasonable notice to CBT or with greater frequency by mutual consent of the Parties. Upon request, CBT will provide monthly answer time results (percent of calls answered exceeding ten (10) seconds) for Directory Assistance.

6.7 TWC is solely responsible for providing all equipment and facilities to deliver DA traffic to the point of Interconnection with CBT facilities.

6.8 TWC will provide and maintain the equipment at its offices necessary to permit CBT to perform its services in accordance with the equipment operations and traffic operations which are in effect in CBT's DA office. TWC will locate, construct, and maintain its facilities to afford reasonable protection against hazard and interference.

6.9 Access of resellers and TWC to DA of CBT, and the DA Network Elements provided hereunder, whether provided on a bundled or unbundled basis, will, as applicable and as feasible, be provided through the standard interfaces, parameters, intervals, service descriptions,

protocols, procedures, practices and methods that CBT provides to all CBT end-user customers of its DA services. Upon request, CBT will, as technically feasible, provide a different quality of service, upon agreement by TWC to pay to CBT its costs of developing, installing, maintaining, Staffing and Operating, and repairing access to and provision of the Network Element at such quality of service.

6.10.1 For DA services, TWC will furnish CBT, ninety (90) days (or such earlier time as the Parties may agree upon) before DA service is initiated, details necessary to provide that service. This information includes listing information for the areas to be served by CBT and network information necessary to provide for the direct trunking of the DA calls.

6.10.2 TWC will keep these records current and will inform CBT, in writing, at least thirty (30) days prior to any changes in the format to be made in such records. Implementation of such changes shall be dependent upon the nature and complexity of the request. When significant table changes are required, CBT and TWC will mutually agree to implementation date. TWC will inform CBT of other changes in the records on a mutually agreed-upon schedule.

6.11 If TWC purchases DA Network elements upon request and as, technically feasible, CBT will re-brand such DA services based upon TWC's agreement to pay rates that compensate CBT for any costs it incurs in developing, installing, providing and maintaining such rebranded service. To the extent that multiple carriers request the same branding service, such rate shall be allocated on a pro rata share. For branding of calls, TWC must provide an announcement in a format acceptable to CBT, no longer than three (3) seconds or at parity with CBT, for installation on each DA switch serving TWC's Customers.

6.12 Branding: Re-branding is available as follows:

Normally, DA services, both bundled and unbundled, will be branded with CBT's name as the provider of the service. Upon request from TWC, and as technically feasible, CBT will re-brand DA traffic from TWC's telephone exchange lines, or to TWC's unbundled DA Network Element. Re-branded service requires that TWC arrange to have the subject DA traffic delivered to CBT's Central Office on separate trunks, which may require that it obtain custom routing, and obtain or provide such trunks and other applicable facilities. Re-branding is provided at rates that recover CBT's costs of developing, installing, providing and maintaining such service.

6.13 TWC will provide CBT during the term of this Agreement its DA listings. DA listings provided to CBT by TWC under this Agreement will be used and maintained by CBT only for providing Telecommunications Services.

6.14 CBT will supply TWC with call-detail information so that TWC can rate and bill the call. This information excludes rating and invoicing of Customers, unless negotiated on an individual-case basis.



## SCHEDULE 9.4.4

### COORDINATED INSTALLATION PROCESS FOR UNBUNDLED LOOPS

#### 1.0 General Coordinated Installation Process.

1.1 CBT and TWC shall coordinate installation in such a way as to minimize the out of service time a Customer may experience, and to minimize the need for live telephone conversations between CBT and TWC to perform the conversion.

Where possible, CBT will match the disconnection of a CBT service with the installation of CBT Unbundled Loops or Local Switching and the provisioning of INP as ordered. A Frame Due Time (FDT) will be assigned to the multiple service orders involved in a conversion. The FDT will define a two hour "Cutover Window" in which CBT will work the various orders and will determine the time frame within which TWC must complete its portion of the installation process.

1.2 The table below identifies the cutover windows available for each FDT specified. The FDT is available during Normal Business Hours, Business Days.

FDT *	CUTOVER WINDOW
10 AM	8-10 AM
11 AM	9-11 AM
12 AM	10-12 AM
1 PM	11 AM-1 PM
2 PM	12 PM-2 PM
3 PM	1 PM-3 PM
4 PM	2 PM-4 PM
5 PM	3 PM-5 PM

The Table in this Schedule 9.4.4, Section 1.2, will be subject to revision by mutual agreement between the Parties.

1.3 If TWC has a special request for service coordination which is not part of the process as described above, including conversions at times outside of the normal FDT windows, CBT will with proper notice and agreement schedule the service order activities to accommodate the request. This request will be indicated as FDT=X. Due to the additional CBT resources that are necessary to accommodate the special request, additional charges per the Pricing Schedule will apply.

1.4 The FDT process requires the following steps:

1.4.1. Prior to the Cutover Window on the Due Date, the provider of dial tone will have dial tone translated and available. CBT shall perform the Dial Tone Test during the Cutover Window at no charge to TWC.

1.4.2. Within the FDT window, the physical activity of disconnecting and placing central office jumpers will take place.

1.4.3. At the midpoint of the FDT window, translations work will be initiated to add or remove features, including translations required to implement interim number portability.

\* For CBT Band three (3) Rural Offices, (identified in Exhibit B) the Cutover Window shall be extended to three (3) hours. However, the conversion interval shall remain at sixty (60) minutes or less.

## SCHEDULE 9.8

### NETWORK ELEMENT PERFORMANCE BENCHMARKS

#### A. Network Element Performance Benchmarks

1. CBT shall on a monthly basis strive to complete 90% , on an aggregate basis, of the total Performance Activities contained in Section B of this Schedule 9.8 within the specified interval subject to exclusions per Section A.2.
2. The following types of orders will be excluded from the measurement for performance and determination of Service Credits described in Section 18.2: (1) TWC requests an extended interval that exceeds the standard interval stated in this Schedule, (2) after an order is submitted to CBT, it is changed or rescheduled by TWC, (3) TWC or the Customer causes a delay in completing an order, (4) any other "Delaying Event" as defined in this Agreement.
3. The measurements described in 1. and 2. above constitute the only Performance Activities in this Schedule 9.8 which are to be included as for the purpose of determining Service Credits per Section 18.2. The Parties will negotiate new intervals for Unbundled Loops if the intervals set forth below prevent TWC from complying with Minimum Telephone Service Standards or other applicable regulatory requirements.

#### B. Standard Intervals for specific types of individual Network Elements:

##### Unbundled Loops

##### 1. Two-Wire Analog Voice Grade Loops (POTS)

Volume: *	
1-24 Loops	5 Business Days
25+ Loops	Negotiated

##### 2. Two-Wire Analog Voice Grade Loops (Qualified/Conditioned)

Volume: *	
1-10 Loops	7 Business Days
11-20 Loops	10 Business Days
21+ Loops	Negotiated

##### 3. Two Wire ISDN BRI 160KBPS Digital Loop 10 Business Days

##### 4. Two Wire HDSL Compatible Loop Negotiated

##### 5. Four Wire HDSL Compatible Loop Negotiated

### **Unbundled Interoffice Transmission Facilities**

1. DS1 Interoffice Transmission Facilities
  - (a) Facilities Available 7 Business Days
  - (b) Facilities or Force Not Available Negotiated
2. DS3 Interoffice Transmission Facilities Negotiated
3. OC-N Interoffice Transmission Facilities Negotiated

\* Number of individual Network Elements on a single Order, with requirement that separate orders are required for each specific customer premises for Unbundled Loops and NID; however CBT's performance with respect to the Performance Category reflected in this Schedule 9.8 is determined on a loop-by-loop basis.

### **C. Parity Measurements**

CBT shall, on a monthly basis, accumulate the following measurements solely for demonstration of compliance with Section 9.3., but will not be used for the purpose of determining a Service Credit for Section 18.2.

1. Percent of Firm Order Commitments (FOC) provided by 5:00 p.m. of next Business Day.

## SCHEDULE 10

### FORM OF REPRESENTATION OF AUTHORIZATION

TWC/CBT hereby represents to CBT/TWC, for purposes of obtaining a Customer's Customer Proprietary Network Information ("CPNI") or for placing an order to change or establish a Customer's service, that it is a duly certificated LEC and that it is authorized to obtain CPNI and to place orders for Telephone Exchange Service (including Resale Service) upon the terms and conditions contained herein

1. With respect to requests for CPNI regarding prospective Customers of TWC/CBT (i.e., those Customers for whom TWC/CBT has not obtained Documentation of Authorization to provide Telephone Exchange Service), TWC/CBT acknowledges that it must obtain written or electronic authorization in the form of a signed letter, tape-recorded conversation, to the extent allowed by applicable law, password verification, or by other means, in each case as approved by the FCC or the Commission ("Documentation of Authorization"), that explicitly authorizes TWC/CBT to have access to the prospective Customer's CPNI. However, TWC/CBT may obtain a blanket Document of Authorization for the Customer authorizing the release of CPNI to TWC/CBT covering any and all requests for such CPNI made over a period of time designated by such authorization. The Documentation of Authorization must be made by the prospective Customer or the prospective Customer's authorized representative. In order to obtain the CPNI of the prospective Customer, TWC/CBT must submit to CBT/TWC the Documentation of Authorization. If TWC/CBT cannot provide applicable Documentation of Authorization, then CBT/TWC shall not provide CPNI to TWC/CBT.
2. CBT/TWC will only disclose CPNI to agents of TWC/CBT identified in the Documentation of Authorization.
3. If TWC/CBT has already obtained Documentation of Authorization from the Customer to place an order for Telephone Exchange Service for the Customer, TWC/CBT need not submit Documentation of Authorization to obtain the Customer's CPNI.
4. With respect to placing a service order for Telephone Exchange Service (including Resale Services) for a Customer, TWC/CBT acknowledges that it must obtain Documentation of Authorization that explicitly authorizes TWC/CBT to provide Telephone Exchange Service to such Customer. The Documentation of Authorization must be made by the prospective Customer or Customer's authorized representative. TWC/CBT need not submit the Documentation of Authorization to process a service order. However, TWC/CBT hereby represents that it will not submit a service order to CBT/TWC unless it has obtained appropriate Documentation of Authorization from the prospective Customer and has such Documentation of Authorization in its possession.

5. The Documentation of Authorization must clearly and accurately identify TWC/CBT and the prospective Customer.
6. TWC/CBT shall retain or be able to produce all Documentation of Authorization for as long as TWC/CBT provides Telephone Exchange Service to the Customer or for as long as TWC/CBT makes requests for information on behalf of the Customer.
7. TWC/CBT shall provide, during Normal Business Hours, Documentation of Authorization for Customers or prospective Customers to CBT/TWC upon request, when such Documentation of Authorization is at issue.
8. TWC/CBT is responsible for, and shall hold CBT/MCI harmless from, any and all Losses (as defined in that certain Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, dated as of \_\_\_\_\_, 1997 by and between CBT and TWC (the "Interconnection Agreement")) resulting from TWC/CBT's reliance upon TWC/CBT's representations as to its authority to act on behalf of a Customer or prospective Customer in obtaining CPNI or placing a service order for Telephone Exchange Service.
9. If TWC/CBT fails to repeatedly and materially abide by the procedures set forth herein, CBT/TWC reserves the right to insist upon the submission of Documentation of Authorization for each Customer in connection with a request for a service order.
10. This Representation of Authorization shall commence on the date noted below and shall continue in effect until the termination or expiration of the Interconnection Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_ 1997.

TIME WARNER COMMUNICATIONS      CINCINNATI BELL TELEPHONE COMPANY

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## SCHEDULE 16

### COLLOCATION -- SECTION 251(c)(6).

1.1 CBT shall provide to TWC Physical Collocation of equipment necessary for Interconnection pursuant to Article IV or for access to unbundled Network Elements pursuant to Article IV, except that CBT may provide for Virtual Collocation of such equipment if CBT demonstrates to the Commission that Physical Collocation is not practical for technical reasons or because of space limitations, as provided in Section 251(c)(6) of the Act. CBT shall only provide such Collocation for the purpose of Interconnection or access to unbundled Network Elements, except as otherwise mutually agreed to in writing by the Parties or as required by the FCC or the appropriate Commission subject to applicable federal and state tariffs.

1.2 Where TWC is Virtually Collocated in a premises which was initially prepared for Virtual Collocation, TWC may elect to (i) retain its Virtual Collocation in that premises and expand that Virtual Collocation according to current procedures and applicable tariffs, or (ii) unless it is not practical for technical reasons or because of space limitations, convert its Virtual Collocation to Physical Collocation at such premises in which case TWC shall coordinate the construction and rearrangement with CBT of its transmission equipment and circuits for which TWC shall pay CBT at applicable tariff rates. In such case CBT will transfer title to the transmission equipment previously dedicated to TWC's use upon reimbursement for unrecovered equipment costs, if any. In addition, all applicable Physical Collocation recurring charges shall apply.

1.3 Nondiscriminatory Collocation. Collocation shall be made available to TWC by CBT on a basis that is at parity to the priorities that CBT provides to itself, its subsidiaries, affiliates or other persons. The quality of design, performance, features, functions, maintenance and other characteristics of Collocation made available to TWC under this Agreement shall be at parity to that which CBT provides in its network to itself, its subsidiaries, its affiliates or other persons.

#### 1.4 Eligible Equipment.

1.4.1 TWC may Collocate equipment necessary for Interconnection, or access to CBT's Network Elements, including the following types of equipment.

- (a) OLT equipment;
- (b) Multiplexers;
- (c) Digital Cross-Connect Panels;
- (d) Optical Cross-Connect Panels;
- (e) Digital Loop Carrier, including Next Generation Digital Loop Carrier (utilizing transmission capabilities only);

- (f) Data voice equipment;
- (g) Equipment used to facilitate hubbing architectures (e.g., SONET terminating equipment used for hubbing);
- (h) any other transmission equipment collocated as of August 1, 1996 necessary to terminate basic transmission facilities pursuant to 47 C.F.R. §§ 64.1401 and 64.1402;
- (i) equipment used for signal regeneration functions; and
- (j) digital access cross connect system (DACS).

1.4.2 For a Virtual Collocation arrangement, TWC may designate the make/model and vendor of the equipment necessary for interconnection or access to unbundled network elements. Such equipment must meet the network compatibility standards set forth in this agreement and agreed to by TWC and CBT. TWC shall be responsible for ordering sufficient quantities of maintenance spares to allow CBT to maintain and repair the TWC-designated equipment under the same time intervals and with the same failure rates as CBT applies to its comparable equipment.

1.4.3 TWC will be responsible for payment of all reasonable costs incurred by CBT resulting from TWC's choice of equipment. The costs may include, but are not limited to, the training of CBT employees for the installation, maintenance, repair and operation of the equipment if the equipment is different from (i) the equipment CBT uses in its network, or (ii) the equipment another Virtual Interconnector uses in that particular Virtual Collocation location.

1.4.4 TWC may use Collocated equipment to transport Interconnection or Network Element traffic through one (1) or more CBT Central Offices destined for termination at another CBT Central Office.

1.4.5 Restrictions. TWC shall not be permitted to Collocate switching equipment or equipment used to provide enhanced services. TWC shall disable any switching functionalities inherent in any equipment TWC places in its Collocation space. If TWC places a SLC 2000 or similar equipment in Collocation space, it may use that equipment to dynamically allocate bandwidth.

1.5 Transmission Facility Options. For both Physical Collocation and Virtual Collocation, TWC may either purchase unbundled transmission facilities (and any necessary Cross-Connection) from CBT or provide its own or third-party leased fiber optic transmission facilities and terminate those transmission facilities in its equipment located in its Collocation space at CBT's Premises.

1.6 Interconnection with other Collocated Carriers. Upon written request to CBT, TWC shall be permitted to Interconnect its network with that of another collocating Telecommunications Carrier at CBT's Premises by connecting its Collocated equipment to the Collocated equipment of the other Telecommunications Carrier via a Cross-Connection or other connecting transmission facilities ("Co-Carrier Cross-Connect") so long as (i) TWC's and the other collocating Telecommunications Carrier's collocated equipment are to be used for Interconnection with CBT or for access to CBT's Network Elements (except that the Parties acknowledge that TWC may Collocate equipment necessary to connect to such other collocating Telecommunications Carrier (i.e., a multiplexer) that may not be directly connected to CBT for access to CBT's Network Elements but will connect at some point to CBT's network), (ii) TWC provides the connection between the equipment in the collocated spaces via a Cross-Connection or other connecting transmission facility that, at a minimum, complies in all respects with CBT's technical and engineering requirements and (iii) the connecting transmission facilities of TWC and the other collocating Telecommunications Carrier are contained wholly within space provided solely for Physical Collocation within CBT's Premises. In the event that such Co-Carrier Cross-Connect is used to connect with the Virtual Collocation equipment of TWC or another Telecommunications Carrier, CBT shall provide the Cross-Connect on an individual case basis at rates set in accordance with the Act.

1.7 Interconnection Points and Cables. CBT shall:

1.7.1 provide TWC an Interconnection point or points physically accessible by both CBT and TWC, at which the fiber optic cable (or other necessary facility as per TWC's Bona Fide Request) carrying TWC's circuits can enter CBT's Premises; provided that CBT shall designate Interconnection Points as close as reasonably possible to CBT's Premises;

1.7.2 provide at least two (2) such Interconnection points at CBT's Premises at which there are at least two (2) entry points for TWC's cable facilities, and at which space is available for new facilities in at least two (2) of those entry points;

1.8 Allocation of Collocation Space.

1.8.1 TWC may reserve Collocation space for its future use in CBT's Premises in accordance with the provisions of Section 2.0 of this Schedule. CBT shall notify TWC in writing if another Telecommunications Carrier requests Collocation space that is reserved by TWC. TWC shall, within five (5) Business Days of receipt of such notice, provide CBT either (i) written notice that TWC relinquishes such space or (ii) enforce its reservation of space in accordance with the provisions of Section 2.0. Failure of TWC to respond to CBT within the foregoing five (5) Business Day period shall be deemed an election by TWC to relinquish such space.

1.8.2 CBT shall not be required to lease or construct additional space in a Premises to provide TWC Physical Collocation when existing space in such Premises has been exhausted.

1.8.3 By the end of the third Contract Month after the Effective Date, TWC and CBT shall jointly develop a planning process for meeting TWC's space and intraoffice facility requirements, which shall include the procedures to be followed for the TWC quarterly forecast of anticipated additional power requirements. TWC will provide CBT with a two (2)-year rolling forecast of its estimated requirements for Collocation that will be reviewed jointly on a yearly basis by the Parties, in accordance with the planning processes described in this Section.

1.9 Security Arrangements. TWC shall comply, at TWC's sole cost and expense, with reasonable security arrangements as designated by CBT to separate TWC's Collocation space from CBT's facilities including, but not limited to the construction of a collocation cage for TWC's Physical Collocation space.

1.10 Subcontractor and Vendor Approval. CBT shall permit TWC to subcontract the construction and build-out of Physical Collocation arrangements with contractors approved by CBT. Approval of such subcontractors by CBT shall be based on the same criteria it uses in approving contractors for its own purposes. In addition, CBT shall allow TWC to have a CBT-approved vendor install updates to Collocated equipment, including software updates.

1.11 Delivery of Collocated Space.

1.11.1 CBT shall provide TWC with a single point of contact for all inquiries regarding Collocation. TWC shall request space for Collocation by delivering a written request to CBT. Each request for Collocation shall include (i) the Premises in which Collocation is requested, (ii) the amount of space requested, (iii) the interoffice transmission facilities TWC will require for such space, (iv) the equipment to be housed in such space, (v) TWC's anticipated power requirements for the space, (vi) any extraordinary additions or modifications (i.e., security devices, node enclosures, HVAC, etc.) to the space or to the Premises to accommodate TWC's Collocated equipment, (vii) the specific level of diversity for fiber (or other facility as per TWC's Bona Fide Request) and power cabling to and from the Collocated space and (viii) the date on which TWC intends to initiate service from such space. CBT shall notify TWC in writing within ten (10) Business Days of receiving TWC's request for Collocation as to whether the requested space is available. If space is not available for Physical Collocation, CBT shall specify in its notice to TWC when space for Physical Collocation will be made available to TWC and shall offer to TWC Virtual Collocation Space in accordance with Section 1.11.3 of this Schedule.

1.11.2 Physical Collocation.

- (a) If space for Physical Collocation is immediately available at the time of TWC's request, CBT shall include in its notice to TWC (i) the space to be provided and (ii) whether CBT can deliver the space to TWC by the date set forth in (c) below.
- (b) If TWC's requested Physical Collocation space is available, CBT and TWC shall have an initial walkthrough of such space within ten (10) Business Days after CBT's receipt of TWC's Initial COBO Payment.

CBT shall, within 10 Business Days after such initial walkthrough, provide documentation submitted to and received from contractors for any work being done on behalf of TWC that will be billed as extraordinary expenses and provide for a parallel installation sequence.

- (c) CBT shall deliver to TWC the requested space on or before the later of (i) 120 days from CBT's receipt of TWC's request for Collocation, (ii) 120 days from the receipt of TWC's Initial COBO Payment (as provided in (d) below, and (iii) such other reasonable date that the Parties may agree upon, which will be 90 days for TWC's initial request under this Agreement. CBT will use its best efforts to meet TWC's request for an accelerated due date.

(d) Delivery of Physical Collocation Space

(i) Upon receiving the written notification of the availability of Collocation space from CBT, TWC shall send written verification that it still requires each Collocation space requested on TWC's application for which space is available. This written verification is TWC's firm order for service for each Collocation space requested. TWC's written verification shall be accompanied by TWC's payment of forty percent (40%) of all applicable Central Office Build-Out ("COBO") fees (the "Initial COBO Payment"). COBO modifications and additions to space described in the proposal will not begin until the Initial COBO Payment has been paid. Delayed payment of the Initial COBO Payment may delay the actual service date.

(ii) So long as TWC has a satisfactory credit rating with CBT for the twelve (12)-month period preceding the date of TWC's request for Collocation pursuant to Section 1.11, TWC shall pay the COBO charges as follows:

Initial COBO Payment: 40% of COBO charges

Delivery by CBT of confirmation  
that construction of space is fifty percent  
(50%) complete: -- 40% of COBO charges

Completion of space conditioning: 20% of COBO charges

If TWC's credit rating is not satisfactory within the aforementioned period, TWC's method of payment of the COBO charges shall be in accordance with the provisions of CBT's applicable tariff.

(iii) TWC will be responsible for all extraordinary costs, as determined in accordance with the Act, incurred by CBT to prepare the Collocation space for the installation of TWC's equipment and for extraordinary costs to maintain the Collocation space for TWC's equipment on a going-forward basis. Extraordinary costs may include costs for such items as asbestos removal, fire suppression system or containment, modifications or expansion of cable entry facility, increasing the DC power system infrastructure capacity, increasing the capacity of the standby AC system or the existing commercial power facility, conversion of non-Collocation space, compliance with federal and state requirements, or other modifications required by local ordinances. CBT will charge for these extraordinary costs on a time-sensitive or time-and-materials basis and will allocate the costs fairly among itself, TWC and other collocators. An estimate of such costs, as determined in accordance with the Act, will be provided to TWC prior to commencing such work. Extraordinary costs will only be billed to TWC if such costs have been authorized by TWC. CBT must advise TWC if extraordinary costs will be incurred within twenty (20) Business Days of TWC's request for space. Otherwise, TWC will not be responsible for such costs. If TWC does not wish to incur extraordinary costs for preparation of the Collocation space after receiving CBT's proposal, CBT will offer TWC alternative space that does not require the same preparation costs, if available and feasible for CBT. Extraordinary costs do not include costs associated with maintenance and upkeep of the building.

(iv) Within ten (10) Business Days after the initial walkthrough referenced in Section 1.11.2(b), CBT shall provide to TWC a written proposal that covers TWC's requirements for the space and details the associated requirements and the applicable charges required to meet TWC's specific request (including any extraordinary costs proposed by CBT in accordance with Section 1.11.2(d)(iii)) and the expected service date. TWC shall acknowledge acceptance of the charges in the written proposal by signing it and returning a copy to CBT. Upon receipt of TWC's signed proposal, CBT will begin the work and charge TWC for the actual time and material needed to complete the modifications, plus a reasonable contribution. In no case will actual charges exceed those estimated by more than ten percent (10%).

(v) Before beginning delivery, installation, replacement or removal work for equipment and/or facilities located within the Collocation space, TWC shall obtain CBT's written approval of TWC's proposed scheduling of the work in order to coordinate use of temporary staging areas and other building facilities, which approval shall not be unreasonably withheld or delayed. CBT may make

reasonable request for additional information before granting approval and may reasonably require scheduling changes. TWC shall indicate on the drawings provided by CBT, pursuant to Section 1.15, TWC's plans for equipment to be installed in the Collocation space prior to commencing installation.

(vi) CBT shall have the right to inspect TWC's completed installation of equipment and facilities prior to TWC turning up such equipment and facilities. TWC shall provide written notification to CBT when TWC has completed its installation of equipment and facilities in the Collocation space, and CBT shall, within five (5) Business Days of receipt of such notice, either (i) inspect such Collocation space or (ii) notify TWC that CBT is not exercising its right to inspect such Collocation space at that time and that TWC may turn up its equipment and facilities. Failure of CBT to either inspect the Collocation space or notify TWC of its election not to inspect such space within the foregoing five (5) Business Day period shall be deemed an election by CBT not to inspect such Collocation space. TWC shall have the right to be present at such inspection, and if TWC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of TWC's Collocated equipment and facilities, TWC shall modify its installation to achieve compliance prior to turning up its equipment and facilities.

(vii) CBT shall have the right to make periodic inspections of TWC's equipment and facilities occupying a Collocation space and associated entrance conduit and riser space. CBT will notify TWC in writing not less than two (2) Business Days in advance of such inspections, and TWC shall have the right to be present at the time of such inspection. If TWC is found to be in non-compliance with the terms and conditions of this Agreement that relate to the installation and use of TWC's Collocated equipment and facilities, TWC must modify its installation to achieve compliance.

- (e) If CBT does not provide TWC with its Collocated space by the Delivery Date and such delay is caused directly by CBT's actions or its failure to act (and not by a TWC Delaying Event), TWC shall receive a credit of 1/60th of its COBO payment for each day after the applicable Delivery Date that such Collocated space is not made available.
- (f) CBT may begin billing TWC for recurring charges for the Collocated space on the Occupancy Date. For purposes of this Schedule 16, "Occupancy Date" shall mean the date on which such space is made available for TWC's use (i) the Parties have completed the acceptance walkthrough of TWC's Physical Collocation Space, and (ii) no material

exceptions for such space have been noted or remain outstanding. TWC shall vacate the Collocated space if (i) another eligible carrier has requested collocation and no other space is available, (ii) TWC fails to Interconnect to the CBT network within 150 days of the Occupancy Date, and (iii) such carrier agrees to reimburse TWC for the COBO charges and extraordinary costs paid by TWC with respect to the space. If TWC is required to vacate the space pursuant to this Section 1.11.2(f), TWC shall vacate such space within 90 Business Days of the earliest to occur of the foregoing events. If, after vacating a space, TWC still requires Collocation in that Premises, TWC shall be required to submit a new request for Collocation pursuant to Section 1.11.1.

- (g) CBT shall provide positive confirmation to TWC when construction of TWC Collocated space is fifty percent (50%) completed. The Committee will establish criteria for determining 50% completion. This confirmation shall also include confirmation of the scheduled completion date and Delivery Date.
- (h) After completion of construction but prior to occupancy, TWC and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions (i.e., "punchlist items") that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than thirty (30) days after the walkthrough. The correction of these exceptions by TWC shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by TWC.
- (i) TWC shall pay the incremental cost incurred by CBT as the result of any TWC Change Order applicable to construction of Physical Collocation space.
- (j) The Committee shall identify at least one contact for each Party, including name(s) and telephone number(s), responsible for the following areas relating to Collocation.
  - 1. Engineering;
  - 2. Physical and Logical Security;
  - 3. Provisioning;
  - 4. Billing;
  - 5. Operations;
  - 6. Site and Building Managers; and
  - 7. Environmental and Safety.
- (k) The Committee shall also establish an escalation process which includes names, telephone numbers and escalation order for each Party in order

to resolve disputes that may arise pursuant to the Parties' Collocation of equipment hereunder.

1.11.3 Virtual Collocation.

- (a) If TWC requests Virtual Collocation, or if requested Physical Collocation space is not available at a Premises and TWC elects Virtual Collocation, and such Virtual Collocation is available at the time of TWC's request, CBT shall include in its notice to TWC described in Section 1.11.1, (i) the space to be provided and (ii) whether CBT can deliver the space to TWC by the date set forth in (c) below.
- (b) CBT and TWC will have an initial walkthrough of the Collocated space to be provided to TWC for Virtual Collocation on the date that is the earlier of (i) 10 Business Days after CBT's verification of the Virtual Collocation space to be provided to TWC and (ii) 14 calendar days after CBT's receipt of TWC's request for Virtual Collocation.
- (c) CBT shall deliver to TWC the requested space on or before the later of (i) 60 days from CBT's receipt of TWC's request for Virtual Collocation and (ii) such other reasonable date that the Parties may agree upon if it is not feasible for CBT to deliver to TWC such space within 60 days (such date of delivery referred to as the "Delivery Date") and CBT notified TWC of this fact within 10 Business Days from CBT's receipt of TWC's request.
- (d) Delivery of Virtual Collocation Space
  - 1) CBT shall allow periodic inspections of Virtual Collocation space where TWC equipment is located upon reasonable advance notification.
  - 2) CBT shall ensure that all applicable alarm systems (e.g., power) that support TWC equipment are operational and the supporting databases are accurate so that equipment that is in alarm will be properly identified and notification shall be sent to TWC as soon as reasonably possible.
  - 3) Virtual Collocation shall be provided in accordance with the terms and conditions of Tariff F.C.C. No. 35, Section 17.11, provided, however, if any provision of such tariff is inconsistent with the Act, the Act shall govern.
- (e) CBT shall provide positive confirmation to TWC when construction of TWC Collocated space is fifty percent (50%) completed. This

confirmation shall also include confirmation of the scheduled completion date and the Delivery Date. The Implementation Plan will include a process for determining when construction is fifty percent (50%) complete.

- (f) After completion of construction and on or before the Delivery Date, TWC and CBT will complete an acceptance walkthrough of all Collocated space requested from CBT. Exceptions that are noted during this acceptance walkthrough shall be corrected by CBT as soon as possible but not later than 30 days after the walkthrough. The correction of these exceptions from TWC's original request for Collocation, as modified by any changes requested by TWC, shall be at CBT's expense and shall be subject to an additional walkthrough and acceptance by TWC.

1.12 Additional Requirements. The following additional requirements shall be applicable to Physical Collocation only:

1.12.1 Subject to space limitations and TWC's compliance with the applicable request process and payment requirements for the space, CBT shall provide space, as requested by TWC, to meet TWC's needs for placement of equipment necessary for Interconnection and access to Network Elements.

1.12.2 CBT shall allow requests for contiguous space in increments of 100 square feet if the space is not subject to outstanding requests by other Telecommunications Carriers.

1.12.3 Other than reasonable security restrictions, CBT shall place no restriction on access to the TWC Collocated space by TWC's employees and designated agents. Such space shall be available to TWC designated agents twenty-four (24) hours per day each day of the week. In no case should any reasonable security restrictions be more restrictive than those CBT places on its own personnel or independent contractors.

1.12.4 For each building in which Collocated space is provided and upon request by TWC for that building, CBT will, provide TWC with information known to it concerning environmental, health and safety conditions.

1.12.5 CBT shall permit TWC to install, on equipment node enclosures, an intrusion alarm that can be remotely monitored by TWC's work center; provided, however, that no such TWC-installed equipment shall interfere with the existing use of the Central Office.

1.12.6 TWC need not obtain prior approval from CBT to make improvements or alterations to the Collocated equipment configuration that are not substantial and do not require additional engineered power.

1.12.7 Central Office power supplied by CBT into the TWC equipment area shall be supplied in the form of fused power feeds from CBT's power distribution board to TWC's BDFB located in the designated TWC equipment area. The power feeders (cables) shall efficiently and economically support the requested quantity and capacity of TWC equipment. The termination location shall be as mutually agreed upon by the Parties.

1.12.8 CBT power equipment supporting TWC's equipment shall.

- (a) Provide appropriate Central Office ground, connected to a ground electrode located within the TWC Collocated space, at a level above the top of TWC's equipment plus or minus two (2) feet to the left or right of TWC's final request; and
- (b) Provide feeder capacity and quantity to support the ultimate equipment layout for TWC equipment upon completion of the equipment node construction in accordance with TWC's request for Collocation.

1.13 Pricing. The prices charged to TWC for Collocation are set forth in the Pricing Schedule.

1.14 Billing. CBT shall bill TWC for Collocation pursuant to the requirements of Section 30.6 to this Agreement.

1.15 Common Requirements. The following requirements are applicable to both Physical and Virtual Collocation:

1.15.1 CBT shall provide to TWC any intraoffice facilities that TWC requests and that CBT provides by tariff or contract to any carrier.

1.15.2 TWC may provide basic telephone service with a connection jack for the Collocated space.

1.15.3 CBT shall provide adequate lighting, ventilation, power, heat, air conditioning and other environmental conditions for TWC's space and equipment. These environmental conditions shall comply with Bellcore Network Equipment-Building System (NEBS) standards TR-EOP-000063 or other standards upon which the Parties may mutually agree.

1.15.4 CBT shall provide access, where available, to eyewash stations, shower stations, bathrooms and drinking water within the Collocated facility on a twenty-four (24)-hours-per-day, seven (7)-days-per-week basis for TWC personnel and its designated agents.

1.15.5 CBT shall provide ingress and egress of fiber cabling to TWC Collocated spaces. The specific level of diversity required for each site or Network Element will be provided in the request for Collocation.

1.15.6 CBT shall provide TWC with written notice four (4) Business Days prior to those instances where CBT or its subcontractors may be performing non-emergency work that may affect the Collocated space occupied by TWC or the AC and DC power plants that support TWC equipment. CBT will inform TWC by telephone of any emergency-related activity that CBT or its subcontractors may be performing that may affect the Collocated space occupied by TWC or the AC and DC power plants that support TWC equipment. Notification of any emergency-related activity shall be made as soon as practicable after CBT learns that such emergency activity is necessary.

1.15.7 TWC shall not be required by CBT to relocate its equipment during the Initial Term or any Renewal Term. If TWC, at CBT's request, agrees to relocate its equipment, then CBT shall reimburse TWC for any and all costs reasonably associated with such relocation.

1.15.8 Should CBT sell or lease a Central Office or any portion thereof to a third person during the Initial Term or any Renewal Term, CBT shall require such third person to comply fully with the applicable terms and conditions of this Agreement as they relate to such third person.

1.15.9 Power, as referenced in this Article XIV, refers to any electrical power source supplied by CBT for TWC equipment. It includes all superstructure, infrastructure and overhead facilities, including cable, cable racks and bus bars. CBT will supply power to support TWC equipment at equipment specific DC and AC voltages as mutually agreed upon by the Parties. CBT shall supply power to TWC at parity with that provided by CBT to itself or to any third person. If CBT performance, availability or restoration falls below industry standards, CBT shall bring itself into compliance with such industry standards as soon as technologically feasible.

1.15.10 Subject to space limitations and TWC's compliance with the applicable request process and payment requirements of this Agreement, CBT shall provide power to meet TWC's reasonable needs for placement of equipment, Interconnection or provision of service.

1.15.11 Both TWC's power equipment and CBT's power equipment supporting TWC's equipment shall comply with applicable state and industry standards (e.g., Bellcore, NEBS and IEEE) or manufacturer's equipment power requirement specifications for equipment installation, cabling practices and physical equipment layout.

1.15.12 CBT will provide TWC with written notification within five (5) Business Days of any scheduled AC or DC power work or related activity in the Collocated facility that poses a reasonable risk of or causes an outage or any type of power disruption to TWC equipment located in the CBT facility. The Parties will then agree upon a plan to manage the outage so as to minimize customer interruption. CBT shall provide TWC prompt notification by telephone of any emergency power activity.

1.15.13 Power plant alarms and Cabling shall adhere to Bellcore Network Equipment-Building Systems (NEBS) Standards TR-EOP-000063.

1.15.14 CBT shall provide Lock Out Tag Out and other electrical safety procedures and devices in accordance with OSHA or industry guidelines.

1.15.15 CBT shall, within ten (10) Business Days after receipt of the Initial COBO Payment for Physical Collocation or within ten (10) Business Days after the initial walkthrough for Virtual Collocation, provide TWC with a copy of any existing drawings showing TWC's proposed Collocation space and any related CBT facilities, and provide information relating to measurements for necessary TWC cabling that are not obtainable from the drawings. Any copies of drawings shall be redacted so as not to provide proprietary information of other carriers. So long as CBT charges other Telecommunications providers for the provision of the foregoing drawings and information, TWC shall reimburse CBT for the costs, if any, incurred by CBT to provide TWC with such drawings and information.

1.16 Protection of Service and Property. Both Parties shall exercise reasonable care to prevent harm or damage to the other Party, its employees, agents or Customers, or their property. Both Parties, their employees and agents agree to take reasonable and prudent steps to ensure the adequate protection of the other Party's property and services, including:

1.16.1 CBT and TWC shall restrict access to TWC equipment, support equipment, systems, tools and data, or spaces that contain or house TWC equipment enclosures to TWC employees and other authorized non-TWC personnel to the extent necessary to perform their specific job functions.

1.16.2 TWC shall comply at all times with reasonable security and safety procedures and existing requirements that are established by CBT and communicated to TWC.

1.16.3 CBT shall allow TWC (i) for TWC's Physical Collocation spaces, seven (7)-day, twenty-four (24)-hour access to inspect or observe spaces that house or contain TWC equipment or equipment enclosures and CBT shall furnish TWC with keys, entry codes, lock combinations, and other materials or information that may be needed to gain entry into any secured TWC space, subject to Section 1.16 and Article XXVIII, and (ii) for TWC's Virtual Collocated space, access during the applicable Premises' Normal Business Hours to inspect or observe TWC equipment. TWC acknowledges that CBT may require TWC's representative(s) to be escorted during such inspections/observations of Virtual Collocated space. TWC shall pay the cost of such CBT escorts.

1.16.4 For Physical Collocation, CBT shall furnish to TWC a current written list of CBT's employees who CBT authorizes to enter TWC's Physical Collocation space, with samples of the identifying credential to be carried by such persons. Access by such persons is limited to emergencies.

1.16.5 CBT shall secure external access to the Physical Collocation space on its Premises in the same or equivalent manner that CBT secures external access to spaces that house CBT's equipment.

1.16.6 For Physical Collocation, CBT shall limit the keys used in its keying systems for TWC's specific Physical Collocation space which contain or house TWC equipment or equipment enclosures to its employees and representatives for emergency access only. TWC shall further have the right, at its expense, to have locks changed where deemed necessary for the protection and security of such spaces, provided that TWC shall immediately provide CBT with such new keys.

1.17 Nothing herein shall prevent TWC from utilizing existing Collocation facilities, purchased from tariffs, for local Interconnection with CBT.

## 2.0 Physical Collocation Space Reservation

Space for Physical Collocation may be reserved on the following basis:

2.1 TWC may reserve additional space in a CBT Central Office in which it has (or is ordering) Physical Collocation for permitted telecommunications-related equipment.

2.2 A reservation may be maintained only by the payment of a non-recurring charge to defray the administrative costs of the reservation system ("Reservation Charge").

2.3 The reservation can be made for an amount of space no greater than the amount of active Physical Collocation space being utilized (or ordered) for Interconnection with and/or access to the Network Elements of CBT by TWC in the particular Central Office.

2.4 The reservation takes a priority based on the time at which it is made.

2.5 In the case of an order for Physical Collocation in an office in which all the unoccupied space is covered by reservations, all reservations will be prioritized by date. The holder(s) of the lowest-priority reservation(s) that, when considering all higher-priority reservations, still represent(s) available space sufficient to fill the order(s) for Physical Collocation (each, an "Option Party") will be given the option of "enforcing" or relinquishing its (their) reservation(s).

In this case, an Option Party may enforce its reservation by payment of the recurring Physical Collocation floor space charge otherwise applicable to the reservation space (in lieu of the non-recurring Reservation Charge). The reservation will be maintained until the Physical Collocation arrangement in that office is terminated or the reservation is terminated, whichever comes first. A new reservation may be activated by payment of the Reservation Charge, but it will take a new priority based on the time of reactivation. If an Option Party decides to enforce its reservation in this manner, the holder(s) of the reservation(s) with the next-higher priority will be given the option of enforcing or relinquishing its (their) reservation(s).

If an Option Party declines to enforce its reservation as indicated above, the reservation is relinquished and the reservation payment is forfeited. A new reservation may be activated by payment of another Reservation Charge, but the new reservation will be given a priority based on the time CBT received the reactivation reservation and payment of another Reservation Charge. The holder(s) of the reservation(s) with the next-higher priority will be required to enforce or relinquish its (their) reservation(s) until such time as all Option Parties have either enforced or relinquished its (their) space reservation(s).

2.6 The holder of a valid reservation may place an order for Physical Collocation for the reserved space at any time. If there is sufficient unoccupied space to accommodate the order after subtracting space covered by reservations of higher priority, the order will be processed. If there is insufficient space to accommodate the order after subtracting space covered by valid reservations of Option Parties with higher priority that have been enforced, the holder's reservation shall be maintained.

2.7 In a Central Office, CBT may reserve space on the following conditions:

- The amount of space must be the least amount of space reasonably necessary for the provision of a communications-related service, including Interconnection and the provision of unbundled Network Elements. Except for space reserved for switch (including Tandem Switches and STPs) conversion and growth and for augmentation and conversion of mechanical and electrical support systems and building infrastructure, the reserved space must reasonably be anticipated to be used in three (3) years.
- The total amount of space reserved cannot exceed the amount of space CBT is currently using in the Central Office.

2.8 CBT shall enforce its reservation in the same manner in which TWC and other collocating Telecommunicating Carriers shall be required to enforce their reservations.

## SCHEDULE 17.10.2

### CALCULATION OF COMPENSATION FOR EXCHANGE ACCESS REVENUES FOR CALLS TO PORTED NUMBERS

- Step 1: On a monthly basis the Performing Party calculates traffic allocation percentages for the local, interstate and intrastate jurisdictions. Each allocation percentage is the total minutes of use for that jurisdictional category as a percentage of all minutes of use in all end offices in the local calling area/LATA exchanges from which numbers are remote call forwarded in order to provide number portability.
- Step 2: The Performing Party applies the jurisdictional percentages to allocate the minutes of use terminated to the Receiving Party. The Performing Party will apply the interstate percentage (PIU) to the total minutes of use terminating to the Receiving Party and will apply the local percentage (PLU) to the remaining minutes of use.

Example:

Total Terminating Minutes of Use = 1000

PIU = 15%

PLU = 70%

Interstate percentage factor (PIU) X total terminating minutes of use = Interstate minutes  
 $1000 \times 15\% = 150$  (Interstate Minutes)

Local percentage factor (PLU) X remaining minutes of use = Local minutes  
 $(1000 - 150) = 850 \times 70\% = 595$  (Local minutes)

Remaining minutes of use = Intrastate minutes  
 $(1000 - 150) - 595 = 255$  (Intrastate minutes)

- Step 3: The Performing Party calculates by jurisdictional rates the amount payable to the Receiving Party:

Interstate minutes X Interstate tariff rates (CCL, local switching, local transport, interconnection charges, and etc. as applicable)

Intrastate minutes X Intrastate tariff rates (CCL, local switching, local transport interconnection charges, and etc. applicable)

Local minutes X Local Interconnection rates (as outlined in Interconnection Agreement)

- Note: This calculation assumes terminating transit traffic can be identified and subtracted from the total terminating minutes of use.

## SCHEDULE 17.15

### INTERIM NUMBER PORTABILITY PERFORMANCE BENCHMARKS

#### A. INP Performance Benchmarks

1. CBT shall on a monthly basis strive to complete 90%, on an aggregate basis, of the total Performance Activities contained in Section B of this Schedule 17.15 within the specified interval subject to exclusions per Section A.2.
2. The following types of orders will be excluded from measurement for performance and determination of Service Credits described in Section 18: (1) TWC requests an extended interval that exceeds the Standard Interval stated in this Section, (2) after an order is submitted to CBT, it is changed or rescheduled by TWC, (3) TWC or the Customer causes a delay in completing an order, (4) any other "Delaying Event" as defined in this Agreement.
3. The measurements described in 1. and 2. above, constitute the only Performance Activities in this Schedule 17.15 which are to be included as for the purpose of determining a Service Credit under Section 18.2.

#### B. Standard Intervals

##### 1. With an associated unbundled loop

When INP is ordered with an unbundled loop, then the interval for INP will be determined by the interval for the associated loop. Since the unbundled loops are already being measured for performance according to Schedule 9.8, INP Numbers for these loops are not included as Performance Activities on this Schedule 17.15 for purposes of determining non-performance credits.

INP Numbers per Service Order (with an associated unbundled loop):	Same as applicable interval for Unbundled Loops as provided in Schedule 9.8

<b>INP Numbers per Service Order (without an associated unbundled loop)</b>	<b>INP interval (days from CBT's receipt of valid service order)</b>
1-5	2 Business Days
6 or more	Negotiated case by case
DID	Negotiated case by case

Whenever possible, disconnects shall be coordinated between the Parties to minimize breaks in service to the customer.

**EXHIBIT B**

**PRICING BANDS BY CBT WIRE CENTER (CO)**

<b><u>BAND</u></b>	<b><u>WIRE CENTER</u></b>	<b><u>BAND</u></b>	<b><u>WIRE CENTER</u></b>
<b><u>1 - MOST DENSE</u></b>	209 W 7th Street Avondale Cherry Grove Cheviot Covedale Covington Crescentville Evendale Fairfield Florence Fort Thomas Glendale Groesbeck Hartwell Hyde Park Lakeside Park Madisonville Montgomery Mt Healthy Mt Washington North Greenhills Northside Norwood Price Hill Rossmoyne Sayler Park St Bernard Westwood	<b><u>2 - MIDDLE DENSITY</u></b>	Batavia Bethel Goshen Hamilton Hamlet Harrison Independence Loveland Miami Milford Tobasco West Chester
		<b><u>3 - RURAL</u></b>	Alexandria Burlington Butler Crittenden Falmouth Glencoe New Richmond Newtownsville Reily Seven Mile Shandon Union Walton Warsaw Williamsburg Williamstown

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 4-Wire 56 Kbps Dig Grade Loop</b>	\$1.21
NRC - 1 <sup>st</sup>	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 4-Wire 64 Kbps Dig Grade Loop</b>	\$1.21
NRC - 1 <sup>st</sup>	\$2.10
NRC - Add'l	\$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.42
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>Nonrecurring Charge - customer transfer, feature additions, changes (1)</b>	NA
<b>LOOP, EXCLUDING NID</b>	
<b>2-Wire Analog VG Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Analog VG Loop (Customized), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire Analog VG Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire AD6L Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire HDSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire HDSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>LOOP, INCLUDING NID</b>	
<b>2-Wire Analog VG Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Analog VG Loop-SL1, per month</b>	\$16.51
NRC - 1 <sup>st</sup>	\$42.54
NRC - Add'l	\$31.33
NRC-Incremental Charge--Manual Svc Oder--1 <sup>st</sup>	\$18.94
NRC-Incremental Charge--Manual Svc Order--Add'l	\$8.42

NRC-Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>2-Wire Analog VG Loop-SL1-Manual Order Coord</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
<b>2-Wire Analog VG Loop-SL2, per month</b>	\$19.57
NRC - 1 <sup>st</sup>	\$104.17
NRC - Add'l	\$78.10
NRC-Incremental Charge--Manual Svc Order- 1 <sup>st</sup>	\$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	\$8.42
NRC-Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
<b>2-Wire Analog VG Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Analog VG Loop (Customized), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire Analog VG Loop, per month</b>	\$25.86
NRC - 1 <sup>st</sup>	\$206.95
NRC - Add'l	\$170.57
NRC-Incremental Charge--Manual Svc Order--1 <sup>st</sup>	\$18.94
NRC-Incremental Charge--Manual Svc Order--Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
<b>4-Wire Analog VG Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire ISDN Digital Grade Loop, per month</b>	\$25.43
NRC - 1 <sup>st</sup>	\$233.38
NRC - Add'l	\$180.35
NRC-Incremental Charge--Manual Svc Order--1 <sup>st</sup>	\$18.94
NRC-Incremental Charge--Manual Svc Order--Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order --Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month</b>	\$13.05
NRC - 1 <sup>st</sup>	\$359.73
NRC - Add'l	\$325.15
NRC-Incremental Charge--Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC-Incremental Charge--Manual Svc Order-Add'l	\$8.42

NRC - Incremental Charge—Manual Svc Order —Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
<b>2-Wire ADSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	\$9.15
NRC - 1 <sup>st</sup>	\$359.73
NRC - Add'l	\$325.15
NRC-Incremental Charge—Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order —Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
<b>2-Wire HDSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	\$12.07
NRC - 1 <sup>st</sup>	\$378.86
NRC - Add'l	\$344.28
NRC-Incremental Charge—Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC-Incremental ChargeManual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order —Disconnect	NA
NRC - Disconnect Chg 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
<b>4-Wire HDSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire DS1 Digital Loop, per month</b>	\$64.52
NRC - 1 <sup>st</sup>	\$429.98
NRC - Add'l	\$268.18
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-1st	\$18.94
NRC - Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	\$34.52
<b>4-Wire 56 Kbps Dig Grade Loop, per month</b>	\$29.92
NRC - 1 <sup>st</sup>	\$348.55
NRC - Add'l	\$241.20
NRC-Incremental Charge—Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order —Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
<b>4-Wire 64 Kbps Dig Grade Loop, per month</b>	\$29.92
NRC - 1 <sup>st</sup>	\$348.55
NRC - Add'l	\$241.20

NRC-Incremental Charge—Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
Unbundled Loops via IDLC	NA
<b>SUB-LOOPS</b>	
<b>Sub-Loop 2-Wire Analog</b>	
Loop Feeder per 2-Wire Analog VG Loop, per month	\$8.58
NRC - 1 <sup>st</sup>	\$206.44
NRC - Add'l	\$170.05
NRC-Incremental Charge—Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$34.22
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	\$9.12
NRC - 1 <sup>st</sup>	\$207.01
NRC - Add'l	\$171.32
NRC-Incremental Charge--Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC-Incremental Charge—Manual Svc Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$ 34.22
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Loop Distribution per 4-Wire Analog VG Loop (Incl. NID), per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>Unbundled Network Terminating Wire</b>	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDU/MTU Complex, NRC	\$225.00
Site Visit Set-Up – Terminal Preparation, per terminal	
NRC - 1 <sup>st</sup> terminal	\$98.00
NRC – add'l terminal	\$65.00
Access Terminal Provisioning & 1 <sup>st</sup> 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2 <sup>nd</sup> 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00
Loop Concentration - Channelization Sys (Outside CO), per month	\$313.11
NRC - 1 <sup>st</sup>	\$651.23
NRC - Add'l	\$284.99
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA

Working Plug-In 2-Wire, NRC 1 <sup>st</sup>	NA
Working Plug-In 2-Wire, NRC Add'l	NA
<b>Loop Concentration - Remote Terminal Cabinet (Outside CO)</b>	ICB
<b>Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month</b>	\$ .8836
NRC - 1 <sup>st</sup>	\$9.41
NRC - Add'l	\$9.38
NRC-Incremental Charge—Manual Service Order-1 <sup>st</sup>	\$18.94
NRC-Incremental Order—Manual Service Order-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
<b>Loop Channelization System (Inside C.O.)</b>	
<b>Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month</b>	\$281.76
NRC - 1 <sup>st</sup>	\$308.13
NRC - Add'l	\$76.33
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
<b>CO Channel Interface-2-Wire VG Per Circuit, Per Month</b>	\$0.9016
NRC - 1 <sup>st</sup>	\$20.87
NRC - Add'l	\$20.74
NRC-Incremental Charge—Manual Svc Charge -1 <sup>st</sup>	\$18.94
NRC-Incremental Charge—Manual Svc Charge-Add'l	\$8.42
NRC - Incremental Charge—Manual Svc Order -Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)</b>	
<b>2-Wire Analog Line Port (Res., Bus.), per month</b>	\$1.85
NRC - 1 <sup>st</sup> (all types)	\$17.16
NRC - Add'l (all types)	\$17.16
NRC - 1 <sup>st</sup> (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1 <sup>st</sup> (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1 <sup>st</sup> (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
<b>2-Wire Analog Line Port (Res., Bus.) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup> (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA

NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
<b>2-Wire Analog Line Port (Res., Bus.) including three available feature, per month</b>	NA
NRC - 1 <sup>st</sup> (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
<b>4-Wire Analog VG Port, per month</b>	\$8.47
NRC - 1 <sup>st</sup>	\$17.16
NRC - Add'l	\$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
<b>2-Wire DID Port, per month</b>	\$11.35
NRC - 1 <sup>st</sup>	\$61.91
NRC - Add'l	\$61.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
<b>4-Wire DS1 Port w/DID capability, per month</b>	\$120.80
NRC - 1 <sup>st</sup>	\$89.44
NRC - Add'l	\$52.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
<b>2-Wire ISDN Port(2) (3), per month</b>	\$13.47
NRC - 1 <sup>st</sup>	\$47.37
NRC - Add'l	\$47.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$39.98
NRC - Incremental Charge--Manual Svc Order - Add'l	\$39.98
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile per B Channel (4)	NA
<b>2-Wire ISDN Port(2) (3) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire ISDN Port(2) (3) including three available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

<b>4-Wire ISDN DS1 Port, per month</b>	\$100.10
NRC - 1 <sup>st</sup>	\$186.80
NRC - Add'l	\$186.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$37.88
NRC - Incremental Charge--Manual Svc Order - Add'l	\$37.88
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Add'l	NA
<b>4-Wire ISDN DS1 Port including all available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Line Port (PBX), per month</b>	\$1.85
NRC - 1st	\$17.16
NRC - Add'l	\$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>2-Wire Analog Line Port (PBX) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Line Port (PBX) including three available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Hunting, per line per month</b>	NA
NRC - 1st	NA
NRC - Add'l	NA
<b>Coin Port, per month</b>	\$2.05
NRC - 1 <sup>st</sup>	\$17.16
NRC - Add'l	\$17.16
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>Vertical Features</b>	
Local Switching Features offered with Port, Per month	NA
Three-Way Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Waiting	NA

NRC	NA
NRC - Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiline Hunt Service (Rotary)	NA
Service per line, (in addition to port) , per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC - Disconnect	NA

Toll Restricted Service, per month	NA
NRC	NA
NRC - Disconnect	NA
Message Waiting Indicator - Stutter Dial Tone, per month	NA
NRC	NA
NRC - Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC - Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC - Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC - Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC - Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC - Electronic - Add'l	NA
NRC - Manual - Add'l	NA
NRC - Manual - Add'l	NA
NRC - Disconnect	NA

01/08/99

<b>Unbundled End Office Switching (Port Usage)</b>	
End Office Switching Function, per mou	\$ .0016333
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port--Shared, per mou	\$ .0001564
<b>Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)</b>	
Tandem Switching Function per mou	\$ .0006757
Tandem Interoffice Trunk Port--Shared per mou	\$ .0002126
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
<b>UNBUNDLED INTEROFFICE TRANSPORT</b>	
<b>Common (Shared) Transport</b>	
Common (Shared) Transport per mile per mou	\$ .000008
Common (Shared) Transport Facilities Termination per mou	\$ .0004152
<b>Interoffice Transport - Dedicated - VG</b>	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$ .0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$17.07
NRC - 1 <sup>st</sup>	\$79.61
NRC - Add'l	\$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$ .0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$16.45
NRC - 1st	\$79.61
NRC - Add'l	\$36.08
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS1</b>	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$ .4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$78.47
NRC - 1st	\$147.07
NRC - Add'l	\$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.94
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS3</b>	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA

NRC - Incremental Charge—Manual Svc Order - Add'l	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge—Manual Svc Order-Disconnect--Add'l	NA
<b>Unbundled Exchange Access IOC</b>	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
<b>Local Channel - Dedicated</b>	
Local Channel - Dedicated - 2-Wire VG	\$13.91
NRC - 1st	\$362.95
NRC - Add'l	\$62.40
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	\$14.99
NRC - 1st	\$368.44
NRC - Add'l	\$64.05
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.42
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	\$38.36
NRC - 1 <sup>st</sup>	\$356.15
NRC - Add'l	\$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	\$44.22
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS3	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order- 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>VIRTUAL COLLOCATION</b>	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA

Virtual Collocation – Floor Space, per square foot	NA
Virtual Collocation – Floor Space Power, per ampere	NA
Virtual Collocation – Cable Support Structure, per entrance cable	NA
Virtual Collocation – 2-Wire Cross Connects	NA
NRC – 1 <sup>st</sup>	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1 <sup>st</sup>	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1 <sup>st</sup>	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect – 1 <sup>st</sup>	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect – Add'l	NA
Virtual Collocation – 4-Wire Cross Connects	NA
NRC – 1 <sup>st</sup>	NA
NRC – Add'l	NA
NRC – Disconnect Chg – 1 <sup>st</sup>	NA
NRC – Disconnect Chg – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – 1 <sup>st</sup>	NA
NRC – Incremental Charge – Manual Svc Order – Add'l	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect – 1 <sup>st</sup>	NA
NRC – Incremental Charge – Manual Svc Order – Disconnect – Add'l	NA
Virtual Collocation – DS1 Cross Connects	NA
NRC – 1 <sup>st</sup>	NA
NRC – Add'l	NA
Virtual Collocation – DS3 Cross Connects	NA
NRC – 1 <sup>st</sup>	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – basic, per ½ hour	NA
NRC – 1 <sup>st</sup>	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – overtime, per ½ hour	NA
NRC – 1 <sup>st</sup>	NA
NRC – Add'l	NA
Virtual Collocation – Security Escort – premium, per ½ hour	NA
NRC – 1 <sup>st</sup>	NA
NRC – Add'l	NA
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>	
End Office Switching, per mou	\$ .0016333
Tandem Switching, per mou	\$ .0006757
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/co mmon and dedicated transport apply as appropriat e.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and IDS Long Distance shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	
	BST State Access Tariff Rates

01/08/99

Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
<b>800 ACCESS TEN DIGIT SCREENING SERVICE</b>	
800 Access Ten Digit Screening (all types), per call (6)	\$ .0004868
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1 <sup>st</sup>	\$6.57
Reservation Charge per 800 number reserved--NRC - Add'l	\$0.76
NRC - Incremental Charge - Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC - Incremental Charge - Manual Svc Charge-Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1 <sup>st</sup>	\$12.81
NRC - Add'l	\$1.45
NRC - Incremental Charge - Manual Svc Order-1 <sup>st</sup>	\$18.94
NRC - Incremental Charge - Manual Svc Order-Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1 <sup>st</sup>	\$12.81
NRC - Add'l	\$1.45
NRC - Incremental Charge - Manual Svc Charge-1 <sup>st</sup>	\$18.94
NRC - Incremental Charge - Manual Svc Charge-Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1 <sup>st</sup>	\$4.46
NRC - Add'l	\$2.23
NRC - Incremental Charge-Manual Svc Order-1 <sup>st</sup>	NA
NRC - Incremental Charge-Manual Svc Order-Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1 <sup>st</sup>	\$5.22
NRC - Add'l	\$2.99
NRC - Incremental Charge-Manual Svc Order-1 <sup>st</sup>	NA
NRC - Incremental Charge-Manual Svc Order-Add'l	NA
Change Charge per request	
NRC - 1 <sup>st</sup>	\$7.33
NRC - Add'l	\$0.76
NRC - Incremental Charge-Manual Svc Charge-1 <sup>st</sup>	\$18.94
NRC - Incremental Charge-Manual Svc Order-Add'l	NA
Call Handling and Destination Features - NRC - 1 <sup>st</sup>	\$4.72
Call Handling and Destination Features - NRC - Add'l	\$4.46

<b>LINE INFORMATION DATADAGE ACCESS (LIDB)</b>	
LIDB Common Transport per query	\$ .0000338
LIDB Validation per query	\$ .0105974
LIDB Originating Point Code Establishment or Change - NRC	\$50.30
NRC - Incremental Charge-Manual Svc Order - 1 <sup>st</sup>	\$18.01
NRC - Incremental Charge-Manual Svc Order - Add'l	NA
<b>CCS7 SIGNALING TRANSPORT SERVICE</b>	
CCS7 Signaling Connection, per link (A link) per month	\$17.05
NRC	\$131.96
NRC - Incremental Charge - Manual Svc Order	\$18.94
NRC - Disconnect	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	\$17.05
NRC	\$131.96
NRC - Incremental Charge - Manual Svc Order	\$18.94
NRC - Disconnect	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	\$133.99
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	\$ .0000354
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	\$ .0000870
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	\$340.67
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	\$62.00
CCS7 Signaling - Incremental Charge - Manual Svc Order	\$18.94
NRC	NA
NRC - Disconnect	NA
<b>OPERATIONAL SUPPORT SYSTEMS</b>	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	\$0.008
OSS OLEC Daily Usage File: Message Processing, per message	\$0.004
OSS Access Daily Usage File: Message Processing, per message	\$0.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	\$54.95
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	\$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	\$0.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	\$0.001
OSS Order Charge, per 1,000 LSRs received from the IDS Long Distance by one of the OSS interactive interfaces, per month (per IDS Long Distance basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the IDS Long Distance by one of the OSS interactive interfaces, per month (per IDS Long Distance basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the IDS Long Distance by one of the OSS interactive interfaces	\$7.45
Incremental charge per LSR received from the IDS Long Distance by means other than one of the OSS interactive interfaces	See applicable rate element
<b>OPERATOR CALL PROCESSING</b>	
Oper. Provided Call Handling per min - Using BST LIDB	\$ .9680296
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	\$1.02

01/08/99

Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	\$0.0776409
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.0976984
Recording Charge per announcement	
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Charge - 1 <sup>st</sup>	NA
NRC - Disconnect Charge - Add'l	NA
Recording Charge per Branded Announcement - Disconnect - Initial	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading Charge per branded announcement	
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>INWARD OPERATOR SERVICES</b>	
Verification, per minute	\$0.0921083 3
Verification and Emergency Interrupt, per minute	\$0.0921083 3
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
<b>DIRECTORY ASSISTANCE SERVICES</b>	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.0348712
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	\$0.0097497
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	\$0.2124568
Recording charge per announcement	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Charge - 1 <sup>st</sup>	NA
NRC - Disconnect Charge - Add'l	NA
NRC - Incremental Charge - Manual Svc Order-1 <sup>st</sup>	\$17.54
NRC - Incremental Charge - Manual Svc Order-Add'l	\$15.43
Recording Charge per Branded Announcement - Disconnect - Initial	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading charge per audio unit	\$253.87
NRC - Incremental Charge - Manual Svc Order	NA
Loading Charge per branded announcement	
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>Directory Transport</b>	
Directory Transport - Local Channel DS1, per month	\$38.36
NRC - 1 <sup>st</sup>	\$356.15
NRC - Add'l	\$312.89
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	\$44.22
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$4523
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$78.47
NRC - 1 <sup>st</sup>	\$147.07
NRC - Add'l	\$111.75

01/08/99

NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - NRC-1 <sup>st</sup>	\$18.94
NRC - Incremental Charge - Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Charge - Manual Svc Order - NRC-Disconnect-1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	\$0.002906
Switched Common Transport per DA Access Service per call per mile	\$0.000186
Access Tandem Switching per DA Access Service per call	\$0.0019152
DA Interconnection, per DA Access Service Call	\$0.00269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 <sup>st</sup>	\$204.23
NRC - Add'l	\$4.42
NRC - Incremental Charge - Manual Svc Order-1 <sup>st</sup>	\$44.22
NRC - Incremental Charge - Manual Svc Order-Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
<b>Directory Assistance Database Service (DADS)</b>	
Directory Assistance Database Service charge per listing	\$0.0445
Directory Assistance Database Service, per month	\$95.50
<b>Direct Access to Directory Assistance (DADAS)</b>	
Direct Access to Directory Assistance Service, per month	\$5254.00
Direct Access to Directory Assistance Service, per query	\$0.0469016
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$788.24
NRC - Incremental Charge-Manual Svc Order-1 <sup>st</sup>	NA
Direct Access to Directory Assistance Service, svc estab chg - NRC - Disconnect	NA
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF</b>	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	\$2.03
RCF, per number ported (Residence Line), each path	\$2.03
RCF, per number ported (Res or Bus Line)	NA
NRC	\$0.51
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	\$0.2836
RCF, per service order, per location - NRC - 1 <sup>st</sup>	\$2.10
RCF, per service order, per location - NRC - Add'l	\$2.10
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID</b>	
DID per number ported, Residence - NRC	\$0.93
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	\$0.93
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	\$2.10
DID per service order, per location - NRC - Add'l	\$2.10
NRC - Incremental Charge - Manual Svc Order - 1st	\$18.94
NRC - Incremental Charge - Manual Svc Order - Add'l	NA

DID per service order, per location - NRC - Disconnect - 1 <sup>st</sup>	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
DID, per trunk termination, Initial	\$10.73
DID, per trunk termination, Initial - NRC	\$135.47
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	\$10.73
DID, per trunk termination, Subsequent - NRC	\$30.63
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Charge-Manual Svc Order	NA
NRC - 1 <sup>st</sup>	\$18.94
NRC - Add'l	\$18.04
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
<b>ACCESS TO POLES, DUCTS, CONDUITS &amp; RIGHTS OF WAY (8)</b>	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
<b>AIN</b>	
AIN, per message	NA
<b>AIN - BellSouth AIN SMS Access Service</b>	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	\$90.25
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	\$29.66
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	\$29.66
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	\$84.43
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	\$35.44
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	\$0.0023
AIN SMS Access Service - Session, per minute	\$0.0795604
AIN SMS Access Service - Co. Performed Session, per minute	\$2.08
<b>AIN - BellSouth AIN Toolkit Service</b>	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	\$86.74
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	\$8,348.00
Training Session, per customer - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	\$19.13
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	\$114.80
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	\$19.13
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	\$70.06
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	\$70.06
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	\$70.06
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA

Query Charge, per query	\$ 0209223
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	\$0.0053137
SCP Storage Charge, per SMS Access Acct, per 100 Kb	\$1.46
Monthly report - per AIN Toolkit Service Subscription	\$15.96
Monthly report - per AIN Toolkit Service Subscription NRC	\$22.64
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	\$0.0861109
Special Study - Per AIN Toolkit Service Subscription - NRC	\$22.64
Special Study - Per AIN Toolkit Service Subscription NRC - Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	\$15.87
Call Event Report - per AIN Toolkit Service Subscription - NRC	\$22.64
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Special Study - per AIN Toolkit Service Subscription	\$0.0028704
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	\$22.64
Call Event Special Study - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
<b>CALLING NAME (CNAM) QUERY SERVICE -</b>	
CNAM (Database Owner), Per Query	\$0.016
CNAM (Non-Database Owner), Per Query	\$0.01
CNAM (Non-Database Owner), NRC, applicable when IDS Long Distance uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	\$595.00
<b>DARK FIBER</b>	
Per each four-fiber dry fiber arrangement, NRC 1 <sup>st</sup>	\$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	\$273.69
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	\$44.22
NRC - Disconnect - 1 <sup>st</sup>	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	\$0.008375
<b>SELECTIVE ROUTING</b>	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	
NRC	\$180.62
NRC - Incremental Charge - Manual Svc Order	\$18.94
<p>Notes.</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <ol style="list-style-type: none"> <li>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</li> <li>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</li> <li>(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process.</li> <li>(4) This rate element is for those states which have a specific rate for User Profile per B Channel.</li> <li>(5) This rate element is for use in those states with a different rate for additional minutes of use.</li> <li>(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o</li> </ol>	

01/08/99

Optional Complex Features.

- (7) This charge is only applicable where signaling usage measurement or billing capability does not exist.
- (8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.

**KENTUCKY**

**PRICING**

1. **General Principles**

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements 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 IDS Long Distance 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 IDS Long Distance shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. **Compensation For Local Interconnection (Call Transport and Termination)**

The prices that IDS Long Distance 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 rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). IDS Long Distance 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).

01/08/99

6. **Dark Fiber**

The prices for Dark Fiber are set forth in Table 1.

7. **Local Number Portability**

The prices for interim number portability are set forth in Table 1.

8. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

9. **Electronic Interfaces**

All costs incurred by BellSouth to implement operational interfaces shall be recovered from the IDS Long Distances 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.

10. **Operational Support Systems (OSS) Rates**

Rates for OSS are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

TABLE 1

**BELLSOUTH/IDS Long Distance RATES - KENTUCKY  
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS**

<b>NIDs</b>	
<b>NID (all types), per month</b>	\$1.80
Installation of 2-Wire/4-Wire IDS Long Distance NID, NRC-1 <sup>st</sup>	NA
Installation of 2-Wire/4-Wire IDS Long Distance NID, NRC-Add'l	NA
<b>NID to NID Cross Connect, 2-Wire or 4-Wire, NRC</b>	NA
<b>NID per 2-Wire Analog VG Loop, Per Month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 4-Wire Analog VG Loop, Per Month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 2-Wire ISDN Digital VG Loop, Per Month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA

01/08/99

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 4-Wire 56 Kbps Dig Grade Loop</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>NID per 4-Wire 64 Kbps Dig Grade Loop</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - 1st	NA
NRC - Incremental Charge - Manual Svc Ord - Add'l	NA
NRC - Incremental Charge - Manual Svc Ord - Disconnect	NA
<b>Nonrecurring Charge - customer transfer, feature additions, changes (1)</b>	NA
<b>LOOP EXCLUDING NID</b>	
<b>2-Wire Analog VG Loop (Standard), per month</b>	\$18.20
NRC - 1 <sup>st</sup>	\$86.08
NRC - Add'l	\$58.57
<b>2-Wire Analog VG Loop (Customized), per month</b>	\$21.41
NRC - 1 <sup>st</sup>	\$236.75
NRC - Add'l	\$177.10
<b>4-Wire Analog VG Loop (Standard), per month</b>	\$26.38
NRC - 1 <sup>st</sup>	\$457.14
NRC - Add'l	\$348.83
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	\$29.65
NRC - 1 <sup>st</sup>	\$541.28
NRC - Add'l	\$431.61
<b>2-Wire ADSL Loop (Standard), per month</b>	\$10.63
NRC - 1 <sup>st</sup>	\$713.50
NRC - Add'l	\$609.44
<b>2-Wire HDSL Loop (Standard), per month</b>	\$7.40
NRC - 1 <sup>st</sup>	\$713.50
NRC - Add'l	\$609.44
<b>4-Wire HDSL Loop (Standard), per month</b>	\$9.70
NRC - 1 <sup>st</sup>	\$748.93
NRC - Add'l	\$646.17
<b>LOOP INCLUDING NID</b>	
<b>2-Wire Analog VG Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Analog VG Loop-SL1, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA

NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>2-Wire Analog VG Loop-SL1-Manual Order Coord</b>	
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
<b>2-Wire Analog VG Loop-SL2, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	\$55.00
<b>2-Wire Analog VG Loop (Standard), per month</b>	\$20.00
NRC - 1 <sup>st</sup>	\$86.08
NRC - Add'l	\$58.57
<b>2-Wire Analog VG Loop (Customized), per month</b>	\$23.35
NRC - 1 <sup>st</sup>	\$236.75
NRC - Add'l	\$177.10
<b>4-Wire Analog VG Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>4-Wire Analog VG Loop (Standard), per month</b>	\$28.28
NRC - 1 <sup>st</sup>	\$457.14
NRC - Add'l	\$348.83
<b>2-Wire ISDN Digital Grade Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	\$31.99
NRC - 1 <sup>st</sup>	\$541.28
NRC - Add'l	\$431.61
<b>2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA

01/08/99

NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>2-Wire ADSL Loop (Standard), per month</b>	\$11.89
NRC - 1 <sup>st</sup>	\$713.50
NRC - Add'l	\$609.44
<b>2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>2-Wire HDSL Loop (Standard), per month</b>	\$8.51
NRC - 1 <sup>st</sup>	\$713.50
NRC - Add'l	\$609.44
<b>4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>4-Wire HDSL Loop (Standard), per month</b>	\$10.39
NRC - 1 <sup>st</sup>	\$748.93
NRC - Add'l	\$646.17
<b>4-Wire DS1 Digital Loop, per month</b>	\$67.96
NRC - 1 <sup>st</sup>	\$849.80
NRC - Add'l	\$523.27
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order-Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>4-Wire 56 Kbps Dig Grade Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>4-Wire 64 Kbps Dig Grade Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA

01/08/99

NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>Unbundled Loops via IDLC</b>	NA
<b>SUB-LOOPS</b>	
<b>Sub-Loop 2-Wire Analog</b>	
<b>Loop Feeder per 2-Wire Analog VG Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month</b>	\$10.83
NRC - 1 <sup>st</sup>	\$459.85
NRC - Add'l	\$352.89
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
<b>Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month</b>	\$9.95
NRC - 1 <sup>st</sup>	\$459.85
NRC - Add'l	\$352.89
<b>Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>Unbundled Network Terminating Wire</b>	
UNTW Pair, per pair, per month	\$2.00
Site Visit Survey, per MDI/MTI Complex, NRC	\$225.00
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1 <sup>st</sup> terminal	\$98.00
NRC - add'l terminal	\$65.00
Access Terminal Provisioning & 1 <sup>st</sup> 25 pair panel, per terminal, NRC	\$110.00
Existing Access Terminal Provisioning, 2 <sup>nd</sup> 25 pair panel, per terminal, NRC	\$35.00
UNTW Pair Provisioning, per pair, NRC	\$9.00
Service Visit for Provisioning, per request, per premises, NRC	\$55.00
Manual Service Order, NRC	\$45.00
<b>Loop Concentration - Channelization Sys (Outside CO), per month</b>	\$263.06
NRC - 1 <sup>st</sup>	\$1,508.41
NRC - Add'l	\$596.11
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1 <sup>st</sup>	\$23.30

01/08/99

Working Plug-In 2-Wire, NRC Add'l	\$23.25
<b>Loop Concentration - Remote Terminal Cabinet (Outside CO)</b>	ICB
<b>Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
<b>Loop Channelization System (Inside C.O.)</b>	
<b>Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month</b>	\$429.33
NRC - 1 <sup>st</sup>	\$664.06
NRC - Add'l	\$166.55
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
<b>CO Channel Interface-2-Wire VG Per Circuit, Per Month</b>	\$1.26
NRC - 1 <sup>st</sup>	\$46.68
NRC - Add'l	\$46.38
NRC-Incremental Charge--Manual Svc Order-1 <sup>st</sup>	NA
NRC-Incremental Charge--Manual Svc Order-Add'l	NA
NRC - Incremental Charge--Manual Svc Order--Disconnect	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)</b>	
<b>2-Wire Analog Line Port (Res., Bus.), per month</b>	\$2.61
NRC - 1 <sup>st</sup> (all types)	NA
NRC - Add'l (all types)	NA
NRC - 1 <sup>st</sup> (Residence)	\$37.78
NRC - Add'l (Residence)	\$37.78
NRC - 1 <sup>st</sup> (Business)	\$37.55
NRC - Add'l (Business)	\$37.55
NRC - 1 <sup>st</sup> (PBX)	\$36.47
NRC - Add'l (PBX)	\$36.47
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
<b>2-Wire Analog Line Port (Res., Bus.) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup> (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA

01/08/99

<b>2-Wire Analog Line Port (Res., Bus.) including three available feature, per month</b>	NA
NRC - 1 <sup>st</sup> (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
<b>4-Wire Analog VG Port, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
<b>2-Wire DID Port, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
<b>4-Wire DS1 Port w/DID capability, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect	NA
<b>2-Wire ISDN Port(2) (3), per month</b>	\$12.33
NRC - 1 <sup>st</sup>	\$90.48
NRC - Add'l	\$84.53
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile per B Channel (4)	\$5.61
<b>2-Wire ISDN Port(2) (3) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire ISDN Port(2) (3) including three available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA

<b>1-Wire ISDN Port, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Add'l	NA
<b>4-Wire ISDN DS1 Port, per month</b>	\$275.48
NRC - 1 <sup>st</sup>	\$181.27
NRC - Add'l	\$116.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect Add'l	NA
<b>4-Wire ISDN DS1 Port including all available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Line Port (PBX), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>2-Wire Analog Line Port (PBX) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Line Port (PBX) including three available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Hunting, per line per month</b>	\$0.29
NRC - 1 <sup>st</sup>	\$2.14
NRC - Add'l	\$2.14
<b>Coin Port, per month</b>	\$3.04
NRC - 1 <sup>st</sup>	\$40.71
NRC - Add'l	\$40.71
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1st	NA

01/08/99

NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>Vertical Features</b>	
Local Switching Features offered with Port, Per month	No add'l charge
Three-Way Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Waiting	NA
NRC	NA
NRC - Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Recall, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC - Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiline Hunt Service (Rotary)	NA
Service per line, (in addition to port) , per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA

01/08/99

NRC	NA
NRC - Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC - Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC - Disconnect	NA
Message Waiting Indicator - Stutter Dial Tone, per month	NA
NRC	NA
NRC - Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC - Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC - Disconnect	NA
Multiple Call Appearances, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC - Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC - Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC - Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC - Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA

01/08/99

NRC	NA
NRC - Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC - Electronic - Add'l	NA
NRC - Manual - 1st	NA
NRC - Manual - Add'l	NA
NRC - Disconnect	NA
<b>Unbundled End Office Switching (Port Usage)</b>	
End Office Switching Function, per mou	\$0.002562
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
<b>Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)</b>	
Tandem Switching Function per mou	\$0.001096
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to inter- mediary traffic and is applied in addition to applicable switching and/or inter- connection charges.)	\$0.001096
<b>UNBUNDLED INTEROFFICE TRANSPORT</b>	
<b>Common (Shared) Transport</b>	
Common (Shared) Transport per mile per mou	\$0.0000049
Common (Shared) Transport Facilities Termination per mou	\$0.000426
<b>Interoffice Transport - Dedicated - VG</b>	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS1</b>	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$0.45
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$55.05
NRC - 1 <sup>st</sup>	\$298.18
NRC - Add'l	\$231.23
NRC - Disconnect Chg - 1st	NA

01/08/99

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
<b>Interoffice Transport - Dedicated - DS3</b>	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
<b>Unbundled Exchange Access IOC</b>	
0-8 Miles, Fixed per month	\$16.14
Per mile per month	\$0.0301
NRC - 1st	\$181.93
NRC - Add'l	\$75.56
9-25 Miles, Fixed per month	\$17.18
Per mile per month	\$0.0726
NRC - 1st	\$181.93
NRC - Add'l	\$75.56
Over 25 Miles, Fixed per month	\$18.41
Per mile per month	\$0.0831
NRC - 1st	\$181.93
NRC - Add'l	\$75.56
<b>Local Channel - Dedicated</b>	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect	NA

01/08/99

Local Channel - Dedicated - DS3	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
<b>VIRTUAL COLLOCATION</b>	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square foot	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>LOCAL INTERCONNECTION</b>	
<b>(CALL TRANSPORT AND TERMINATION)</b>	
End Office Switching, per mou	\$0.002562

01/08/99

Tandem Switching, per mou	\$0.001096
Tandem Switching (assumes 5 miles of transport per mou)	NA
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and IDS Long Distance shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
<b>800 ACCESS TEN DIGIT SCREENING SERVICE</b>	
800 Access Ten Digit Screening (all types), per call (6)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	\$0.0010
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	\$0.0011
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	\$0.0010
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	\$0.0011
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	\$10.05
Reservation Charge per 800 number reserved--NRC - Add'l	\$1.19
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Charge--Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1 <sup>st</sup>	\$30.59
NRC - Add'l	\$3.22
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1 <sup>st</sup>	\$30.59
NRC - Add'l	\$3.22
NRC - Incremental Charge--Manual Service Charge--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Charge--Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1 <sup>st</sup>	\$6.97
NRC - Add'l	\$3.49
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA

01/08/99

NRC - Incremental Charge--Manual Service Order--Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1 <sup>st</sup>	\$8.16
NRC - Add'l	\$4.67
NRC - Incremental Charge--Manual Service Charge--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Charge--Add'l	NA
Change Charge per request	
NRC - 1 <sup>st</sup>	\$11.24
NRC - Add'l	\$1.19
NRC - Incremental Charge--Manual Service Charge--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Charge--Add'l	NA
Call Handling and Destination Features - NRC - 1 <sup>st</sup>	\$6.97
Call Handling and Destination Features - NRC - Add'l	\$6.97
<b>LINE INFORMATION DATABASE ACCESS (LIDB)</b>	
LIDB Common Transport per query	\$0.00006
LIDB Validation per query	\$0.00938
LIDB Originating Point Code Establishment or Change - NRC	\$107.60
NRC-Incremental Charge-Manual Service Order - 1st	NA
NRC-Incremental Charge-Manual Service Order - Add'l	NA
<b>CCS7 SIGNALING TRANSPORT SERVICE</b>	
CCS7 Signaling Connection, per link (A link) per month	\$16.31
NRC	\$354.95
NRC - Incremental Charge - Manual Service Order	NA
NRC - Disconnect	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	\$16.31
NRC	\$354.95
NRC-Incremental Charge-Manual Service Order	NA
NRC - Disconnect	NA
NRC - Incremental Charge - Manual Service Order - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	\$174.08
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	\$0.000037893
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	\$0.000102042
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)**	\$320.98
CCS7 Signaling Point Code, Establishment or Change, per STP affected	
NRC	\$62.00
<b>OPERATIONAL SUPPORT SYSTEMS</b>	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	\$0.0008611
OSS OLEC Daily Usage File: Message Processing, per message	\$0.0032357
OSS Access Daily Usage File: Message Processing, per message	\$0.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	\$55.68
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	\$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	\$0.0000365
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	\$0.001
OSS Order Charge, per 1,000 LSRs received from the IDS Long Distance by one of the OSS interactive interfaces, per month (per IDS Long Distance basis)	NA
First 1,000 LSRs received	
OSS Order Charge, 1,000 LSRs received from the IDS Long Distance by one of the OSS interactive interfaces, per month (per IDS Long Distance basis)	

01/08/99

Each additional 1,000 I SRs received	NA
OSS Order charge, per LSR received from the IDS Long Distance by one of the OSS interactive interfaces	\$7.45
Incremental charge per LSR received from the IDS Long Distance by means other than one of the OSS interactive interfaces	\$19.99
<b>OPERATOR CALL PROCESSING</b>	
Operator Provided Call Handling per min - Using BST LIDB	\$1.6016
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling per min - Using Foreign LIDB	\$1.6249
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	\$0.0856
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.1071
Recording Charge per announcement	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Charge - 1 <sup>st</sup>	NA
NRC - Disconnect Charge - Add'l	NA
Recording Charge per Branded Announcement - Disconnect - Initial	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading Charge per branded announcement	
NRC - 1st	NA
NRC - Add'l	NA
<b>INWARD OPERATOR SERVICES</b>	
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	\$1.00
Verification and Emergency Interrupt, per call	\$1.11
<b>DIRECTORY ASSISTANCE SERVICES</b>	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.058
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	\$0.0086
Number Services Intercept per Intercept Query Update	\$0.0055
Directory Assistance Access Service Calls, per call	\$0.3136
Recording charge per announcement	\$1,664.89
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Charge - 1 <sup>st</sup>	NA
NRC - Disconnect Charge - Add'l	NA
NRC - Incremental Charge - Manual Service Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Service Order - Add'l	NA
Recording Charge per Branded Announcement - Disconnect - Initial	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading charge per audio unit	\$244.04
NRC-Incremental Charge-Manual Service Order	NA
Loading Charge per branded announcement	
NRC - 1st	NA
NRC - Add'l	NA
<b>Directory Transport</b>	
Directory Transport - Local Channel DS1, per month	\$36.32
NRC - 1 <sup>st</sup>	\$637.46
NRC - Add'l	\$546.94
NRC - Disconnect Chg - 1st	NA

01/08/99

NRC Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.45
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$55.05
NRC - 1 <sup>st</sup>	\$298.18
NRC - Add'l	\$231.18
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-1 <sup>st</sup>	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1 <sup>st</sup>	NA
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	\$0.000175
Switched Common Transport per DA Access Service per call per mile	\$0.000004
Access Tandem Switching per DA Access Service per call	\$0.000783
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 <sup>st</sup>	\$501.98
NRC - Add'l	\$13.32
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
<b>Directory Assistance Database Service (DADS)</b>	
Directory Assistance Database Service charge per listing	\$0.0193
Directory Assistance Database Service, per month	\$120.76
<b>Direct Access to Directory Assistance (DADAS)</b>	
Direct Access to Directory Assistance Service, per month	\$7,235.01
Direct Access to Directory Assistance Service, per query	\$0.0052
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$1,186.94
NRC-Incremental Charge-Manual Service Order-1 <sup>st</sup>	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF</b>	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	NA
RCF, per service order, per location - NRC - 1 <sup>st</sup>	NA
RCF, per service order, per location - NRC - Add'l	NA
NRC -Incremental Charge - manual Svc Order - 1 <sup>st</sup>	NA
NRC -Incremental Charge - manual Svc Order - Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1 <sup>st</sup>	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
NRC -Incremental Charge - manual Svc Order - 1 <sup>st</sup>	NA
NRC -Incremental Charge - manual Svc Order - Add'l	NA
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID</b>	
DID per number ported, Residence - NRC	NA

01/08/99

DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1 <sup>st</sup>	NA
DID per service order, per location - NRC - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
DID per service order, per location - NRC - Disconnect - 1 <sup>st</sup>	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
DID, per trunk termination, Initial	NA
DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
<b>ACCESS TO POLES, DUCTS, CONDUITS &amp; RIGHTS OF WAY (8)</b>	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
<b>AIN</b>	
AIN, per message	NA
<b>AIN - BellSouth AIN SMS Access Service</b>	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement- NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement- NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
<b>AIN - BellSouth AIN Toolkit Service</b>	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Training Session, per customer - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA

01/08/99

Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Special Study - Per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Special Study - per AIN Toolkit Service Subscription	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	NA
Call Event Special Study - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
<b>CALLING NAME (CNAM) QUERY SERVICE</b>	
CNAM (Database Owner), Per Query	\$0.016
CNAM (Non-Database Owner), Per Query	\$0.01
CNAM (Non-Database Owner), NRC, applicable when IDS Long Distance uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	\$595.00
<b>DARK FIBER</b>	
Per each four-fiber dry fiber arrangement, NRC 1 <sup>st</sup>	\$1,808.19
Per each four-fiber dry fiber arrangement, NRC Add'l	\$922.95
Per each fiber strand per route mile or fraction thereof, per month	\$241.00
Per four fiber strand per route mile or fraction thereof, per month	\$241.00
NRC - Disconnect - 1 <sup>st</sup>	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands per route foot or fraction thereof, per month	NA
<b>SELECTIVE ROUTING</b>	
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	\$10.00 (Interim Rate)
Customized routing per unique line class code, per request, per switch	NA
NRC	NA
NRC - Incremental Charge-Manual Svc Order	NA
<p>Notes:</p> <p>If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party.</p> <p>(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.</p> <p>(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.</p> <p>(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet</p>	

01/08/99

<p>capabilities will be determined via the Bona Fide Request/New Business Request Process.</p> <ul style="list-style-type: none"><li>(4) This rate element is for those states which have a specific rate for User Profile per B Channel.</li><li>(5) This rate element is for use in those states with a different rate for additional minutes of use.</li><li>(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.</li><li>(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.</li><li>(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.</li></ul>	
---	--

**Attachment 11**  
**Exhibit 5**

**Louisiana**

## LOUISIANA

### PRICING

#### 1. General Principles

All services currently provided hereunder (including resold Local Services, Local Interconnection, Network Elements 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 IDS Long Distance 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	20.72%
---------------------	--------

Business Service:	20.72%
-------------------	--------

#### 3. Unbundled Network Elements

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

#### 4. Compensation For Local Interconnection (Call Transport and Termination)

The prices that IDS Long Distance 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 rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). IDS Long Distance 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).

01/08/99

6. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

7. **Electronic Interfaces**

The prices for Operational Support Systems are set forth in Table 1.

8. **Operational Support Systems (OSS) Rates**

Rates for OSS are set forth in Table 1. In addition to OSS charges, applicable service order and related charges apply per the tariff.

**TABLE 1**

**BELLSOUTH/IDS Long Distance RATES - LOUISIANA  
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS**

<b>NIDs</b>	
<b>NID (all types), per month</b>	NA
Installation of 2-Wire/4-Wire IDS Long Distance NID, NRC - 1 <sup>st</sup>	NA
Installation of 2-Wire/4-Wire IDS Long Distance NID, NRC - Add'l	NA
<b>NIN to NID Cross Connect, 2-Wire or 4-Wire, NRC</b>	NA
<b>NID per 2-Wire Analog VG Loop, Per Month</b>	\$1.09
NRC - 1 <sup>st</sup>	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 <sup>st</sup>	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
<b>NID per 4-Wire Analog VG Loop, Per Month</b>	\$1.22
NRC - 1 <sup>st</sup>	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 <sup>st</sup>	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
<b>NID per 2-Wire ISDN Digital VG Loop, Per Month</b>	\$1.08
NRC - 1 <sup>st</sup>	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 <sup>st</sup>	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
<b>NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.</b>	\$1.09
NRC - 1 <sup>st</sup>	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 <sup>st</sup>	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
<b>NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	\$1.09
NRC - 1 <sup>st</sup>	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 <sup>st</sup>	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
<b>NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	\$1.21
NRC - 1 <sup>st</sup>	\$2.02

01/08/99

NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 <sup>st</sup>	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
<b>NID per 4-Wire 56 Kbps Dig Grade Loop</b>	\$1.21
NRC - 1 <sup>st</sup>	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 <sup>st</sup>	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
<b>NID per 4-Wire 64 Kbps Dig Grade Loop</b>	\$1.21
NRC - 1 <sup>st</sup>	\$2.02
NRC - Add'l	\$2.02
NRC - Disconnect Chg - 1 <sup>st</sup>	\$2.01
NRC - Disconnect Chg - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Ord - 1st	\$18.14
NRC - Incremental Charge - Manual Svc Ord - Add'l	\$8.06
NRC - Incremental Charge - Manual Svc Ord - Disconnect	\$11.41
<b>Nonrecurring Charge - customer transfer, feature additions, changes (1)</b>	NA
<b>LOOP, EXCLUDING NID</b>	
<b>2-Wire Analog VG Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Analog VG Loop (Customized), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire Analog VG Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire ADSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire HDSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire HDSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>LOOP, INCLUDING NID</b>	
<b>2-Wire Analog VG Loop, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Analog VG Loop-SL1, per month</b>	\$19.35
NRC - 1 <sup>st</sup>	\$40.69
NRC - Add'l	\$29.96
NRC - Incremental Charge - Manual Service Order - 1 <sup>st</sup>	\$18.14
NRC - Incremental Charge - Manual Service Order - Add'l	\$8.06

01/08/99

NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41
NRC - Disconnect Chg - 1 <sup>st</sup>	\$11.48
NRC - Disconnect Chg - Add'l	\$3.36
NRC - Order Coordination for Specified Conversion Time	NA
<b>2-Wire Analog VG Loop-SL1-Manual Order Coord</b>	
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
<b>2-Wire Analog VG Loop-SL2, per month</b>	\$22.84
NRC - 1 <sup>st</sup>	\$99.69
NRC - Add'l	\$74.73
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41
NRC - Disconnect Chg - 1 <sup>st</sup>	\$28.73
NRC - Disconnect Chg - Add'l	\$18.87
NRC - Order Coordination for Specified Conversion Time	\$32.77
<b>2-Wire Analog VG Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Analog VG Loop (Customized), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire Analog VG Loop, per month</b>	\$31.52
NRC - 1 <sup>st</sup>	\$198.10
NRC - Add'l	\$103.26
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41
NRC - Disconnect Chg - 1 <sup>st</sup>	\$74.27
NRC - Disconnect Chg - Add'l	\$39.44
NRC - Order Coordination for Specified Conversion Time	\$32.77
<b>4-Wire Analog VG Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire ISDN Digital Grade Loop, per month</b>	\$27.36
NRC - 1 <sup>st</sup>	\$223.27
NRC - Add'l	\$172.63
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41
NRC - Disconnect Chg - 1 <sup>st</sup>	\$74.27
NRC - Disconnect Chg - Add'l	\$39.44
NRC - Order Coordination for Specified Conversion Time	\$32.77
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire Asymmetrical Dig Subscriber Line (ADSL) Compatible Loop, per month</b>	\$15.39
NRC - 1 <sup>st</sup>	\$343.13
NRC - Add'l	\$310.03
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41

NRC - Disconnect Chg - 1 <sup>st</sup>	\$72.54
NRC - Disconnect Chg - Add'l	\$39.42
NRC - Order Coordination for Specified Conversion Time	\$32.77
<b>2-Wire ADSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>2-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	\$11.61
NRC - 1 <sup>st</sup>	\$343.13
NRC - Add'l	\$310.03
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41
NRC - Disconnect Chg - 1 <sup>st</sup>	\$72.54
NRC - Disconnect Chg - Add'l	\$39.42
NRC - Order Coordination for Specified Conversion Time	\$32.77
<b>2-Wire HDSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire High Bit Rate Dig Subscriber Line (HDSL) Compatible Loop, per month</b>	\$16.39
NRC - 1 <sup>st</sup>	\$361.45
NRC - Add'l	\$328.35
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41
NRC - Disconnect Chg - 1 <sup>st</sup>	\$72.54
NRC - Disconnect Chg - Add'l	\$39.41
NRC - Order Coordination for Specified Conversion Time	\$32.77
<b>4-Wire HDSL Loop (Standard), per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>4-Wire DS1 Digital Loop, per month</b>	\$72.86
NRC - 1 <sup>st</sup>	\$410.38
NRC - Add'l	\$255.48
NRC - Disconnect Chg - 1 <sup>st</sup>	\$92.35
NRC - Disconnect Chg - Add'l	\$38.44
NRC - Incremental Charge--Manual Svc Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Svc Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order--Disconnect	\$11.41
NRC - Order Coordination for Specified Conversion Time	\$33.05
<b>4-Wire 56 Kbps Dig Grade Loop, per month</b>	\$35.58
NRC - 1 <sup>st</sup>	\$333.28
NRC - Add'l	\$230.50
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41
NRC - Disconnect Chg - 1 <sup>st</sup>	\$87.99
NRC - Disconnect Chg - Add'l	\$44.24
NRC - Order Coordination for Specified Conversion Time	\$32.77
<b>4-Wire 64 Kbps Dig Grade Loop, per month</b>	\$35.58
NRC - 1 <sup>st</sup>	\$333.28
NRC - Add'l	\$230.50
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41

01/08/99

NRC - Disconnect Chg - 1st	\$87.99
NRC - Disconnect Chg - Add'l	\$44.24
NRC - Order Coordination for Specified Conversion Time	\$32.77
Unbundled Loops via IDLC	NA
<b>SUB-LOOPS</b>	
<b>Sub-Loop 2-Wire Analog</b>	
Loop Feeder per 2-Wire Analog VG Loop, per month	BFR
NRC - 1 <sup>st</sup>	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1st	RFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	BFR
NRC - 1 <sup>st</sup>	BFR
NRC - Add'l	BFR
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	BFR
NRC - Incremental Charge--Manual Service Order--Add'l	BFR
NRC - Incremental Charge--Manual Service Order--Disconnect	BFR
NRC - Disconnect Chg - 1 <sup>st</sup>	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Order Coordination for Specified Conversion Time	BFR
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	BFR
NRC - 1 <sup>st</sup>	BFR
NRC - Add'l	BFR
Loop Distribution per 4-Wire Analog VG Loop (Incl NID), per month	BFR
NRC - 1 <sup>st</sup>	BFR
NRC - Add'l	BFR
<b>Unbundled Network Terminating Wire</b>	
UNTW Pair, per pair, per month	BFR
Site Visit Survey, per MDU/MTU Complex, NRC	BFR
Site Visit Set-Up - Terminal Preparation, per terminal	
NRC - 1 <sup>st</sup> terminal	BFR
NRC - add'l terminal	BFR
Access Terminal Provisioning & 1 <sup>st</sup> 25 pair panel, per terminal, NRC	BFR
Existing Access Terminal Provisioning, 2 <sup>nd</sup> 25 pair panel, per terminal, NRC	BFR
UNTW Pair Provisioning, per pair, NRC	BFR
Service Visit for Provisioning, per request, per premises, NRC	BFR
Manual Service Order, NRC	BFR
<b>Loop Concentration - Channelization Sys (Outside CO), per month</b>	
NRC - 1 <sup>st</sup>	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1 <sup>st</sup>	BFR
NRC - Disconnect Chg - Add'l	BFR
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	BFR
NRC - Incremental Charge--Manual Svc Order - Add'l	BFR
NRC - Incremental Charge--Manual Svc Order - Disconnect	BFR
Working Plug-In 2-Wire, NRC 1 <sup>st</sup>	BFR
Working Plug-In 2-Wire, NRC Add'l	BFR
Loop Concentration - Remote Terminal Cabinet (Outside CO)	BFR
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	BFR
NRC - 1 <sup>st</sup>	BFR
NRC - Add'l	BFR
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	BFR

01/08/99

NRC - Incremental Charge--Manual Service Order--Add'l	BFR
NRC - Incremental Charge--Manual Svc Order--Disconnect	BFR
NRC - Disconnect Chg - 1 <sup>st</sup>	BFR
NRC - Disconnect Chg - Add'l	BFR
<b>Loop Channelization System (Inside C.O.)</b>	
<b>Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG). per month</b>	\$301.68
NRC - 1 <sup>st</sup>	\$292.90
NRC - Add'l	\$72.38
NRC - Disconnect Chg - 1 <sup>st</sup>	\$5.30
NRC - Disconnect Chg - Add'l	-----
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$11.41
<b>CO Channel Interface-2-Wire VG Per Circuit, Per Month</b>	\$1.08
NRC - 1 <sup>st</sup>	\$19.97
NRC - Add'l	\$19.84
NRC - Incremental Charge--Manual Service Charge--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Charge - Add'l	\$8.06
NRC - Incremental Charge--Manual Service Order--Disconnect	\$11.41
NRC - Disconnect Chg - 1 <sup>st</sup>	\$8.26
NRC - Disconnect Chg - Add'l	\$8.21
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)</b>	
<b>2-Wire Analog Line Port (Res., Bus.), per month</b>	\$2.20
NRC - 1 <sup>st</sup> (all types)	\$16.43
NRC - Add'l (all types)	\$16.43
NRC - 1 <sup>st</sup> (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1 <sup>st</sup> (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1 <sup>st</sup> (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	\$4.38
NRC - Disconnect Chg - Add'l	\$4.38
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1 <sup>st</sup>	\$10.39
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
<b>2-Wire Analog Line Port (Res., Bus.) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup> (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
<b>2-Wire Analog Line Port (Res., Bus.) including three available feature, per month</b>	NA
NRC - 1 <sup>st</sup> (all types)	NA
NRC - Add'l (all types)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1st	NA

NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	NA
<b>1-Wire Analog VG Port, per month</b>	\$10.13
NRC - 1 <sup>st</sup>	\$16.43
NRC - Add'l	\$16.43
NRC - Disconnect Chg - 1st	\$3.77
NRC - Disconnect Chg - Add'l	\$3.77
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$8.94
<b>2-Wire DID Port, per month</b>	\$13.12
NRC - 1 <sup>st</sup>	\$59.28
NRC - Add'l	\$59.28
NRC - Disconnect Chg - 1 <sup>st</sup>	\$9.20
NRC - Disconnect Chg - Add'l	\$9.20
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$10.39
<b>4-Wire DS1 Port w/DID capability, per month</b>	\$149.27
NRC - 1 <sup>st</sup>	\$85.63
NRC - Add'l	\$50.23
NRC - Disconnect Chg - 1 <sup>st</sup>	\$8.82
NRC - Disconnect Chg - Add'l	\$8.83
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$10.39
<b>2-Wire ISDN Port(2) (3), per month</b>	\$23.33
NRC - 1 <sup>st</sup>	\$45.35
NRC - Add'l	\$45.35
NRC - Disconnect Chg - 1 <sup>st</sup>	\$4.31
NRC - Disconnect Chg - Add'l	\$4.31
NRC - Incremental Charge--Manual Svc Order - 1st	\$38.29
NRC - Incremental Charge--Manual Svc Order - Add'l	\$38.29
NRC - Incremental Charge--Manual Svc Order-Disconnect 1st	\$6.65
NRC - Incremental Charge--Manual Svc Order-Disconnect Add'l	\$6.65
NRC - User Profile per B Channel (4)	NA
<b>2-Wire ISDN Port(2) (3) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire ISDN Port(2) (3) including three available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>4-Wire ISDN DS1 Port, per month</b>	\$104.72
NRC - 1 <sup>st</sup>	\$181.89
NRC - Add'l	\$181.89
NRC - Disconnect Chg - 1 <sup>st</sup>	\$27.11
NRC - Disconnect Chg - Add'l	\$27.11
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	\$33.18
NRC - Incremental Charge--Manual Svc Order - Add'l	\$33.18
NRC - Incremental Charge--Manual Svc Order - Disconnect - 1 <sup>st</sup>	\$7.73
NRC - Incremental Charge--Manual Svc Order - Disconnect - Add'l	\$7.73
<b>4-Wire ISDN DS1 Port including all available features, per month</b>	NA

01/08/99

NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Line Port (PBX), per month</b>	\$2.20
NRC - 1 <sup>st</sup>	\$16.43
NRC - Add'l	\$16.43
NRC - Disconnect Chg - 1 <sup>st</sup>	\$3.77
NRC - Disconnect Chg - Add'l	\$3.77
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 <sup>st</sup>	\$8.94
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>2-Wire Analog Line Port (PBX) including all available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Line Port (PBX) including three available features, per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>2-Wire Analog Hunting, per line per month</b>	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>Coin Port, per month</b>	\$2.50
NRC - 1 <sup>st</sup>	\$16.43
NRC - Add'l	\$16.43
NRC - Disconnect Chg - 1 <sup>st</sup>	\$4.15
NRC - Disconnect Chg - Add'l	\$4.15
NRC - Incremental Charge--Manual Svc Order - 1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 <sup>st</sup>	\$9.86
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>Vertical Features</b>	
Local Switching Features offered with Port, Per month	\$8.28
Three-Way Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Customer Changeable Speed Calling, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Waiting	NA
NRC	NA
NRC - Disconnect	NA
Remote Activation of Call Forwarding, per month	NA
NRC	NA
NRC - Disconnect	NA
Cancel Call Waiting, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Callback, per month	NA
NRC	NA
NRC - Disconnect	NA

01/08/99

Automatic Recall, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery, per month	NA
NRC	NA
NRC – Disconnect	NA
Calling Number Delivery Blocking, per month	NA
NRC	NA
NRC – Disconnect	NA
Customer Originated Trace, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Selective Call Acceptance, per month	NA
NRC	NA
NRC – Disconnect	NA
Multiline Hunt Service (Rotary) Service per line, (in addition to port) , per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Variable, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Busy Line, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Forwarding Don't Answer All Calls, per month	NA
NRC	NA
NRC – Disconnect	NA
Remote Call Forwarding, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Transfer, per month	NA
NRC	NA
NRC – Disconnect	NA
Call Hold, per month	NA
NRC	NA
NRC – Disconnect	NA
Toll Restricted Service, per month	NA
NRC	NA
NRC – Disconnect	NA
Message Waiting Indicator – Stutter Dial Tone, per month	NA
NRC	NA
NRC – Disconnect	NA
Anonymous Call Rejection, per month	NA
NRC	NA
NRC – Disconnect	NA
Shared Call Appearances of a DN, per month	NA
NRC	NA
NRC – Disconnect	NA

01/08/99

Multiple Call Appearances, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Bridged Call Exclusion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call by Call Access, per month	NA
NRC	NA
NRC - Disconnect	NA
Privacy Release, per month	NA
NRC	NA
NRC - Disconnect	NA
Multi Appearance Directory Number Calls, per month	NA
NRC	NA
NRC - Disconnect	NA
Make Set Busy, per month	NA
NRC	NA
NRC - Disconnect	NA
Teen Service (Res. Dist. Alerting Service), per month	NA
NRC	NA
NRC - Disconnect	NA
Code Restriction and Diversion, per month	NA
NRC	NA
NRC - Disconnect	NA
Call Park, per month	NA
NRC	NA
NRC - Disconnect	NA
Automatic Line, per month	NA
NRC	NA
NRC Disconnect	NA
ISDN Message Waiting Indication-Lamp, per month	NA
NRC	NA
NRC - Disconnect	NA
ISDN Feature Function Buttons	NA
NRC	NA
NRC - Disconnect	NA
Subsequent Ordering Charge - (per order, per line)	NA
NRC - Electronic - 1st	NA
NRC - Electronic - Add'l	NA
NRC - Manual - 1st	NA
NRC - Manual - Add'l	NA
NRC - Disconnect	NA
<b>Unbundled End Office Switching (Port Usage)</b>	
End Office Switching Function, per mou	\$0.0021
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port--Shared, per mou	\$0.0002
<b>Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)</b>	
Tandem Switching Function per mou	\$0.0008
Tandem Interoffice Trunk Port--Shared per mou	\$0.0003
Tandem Intermediary Charge, per mou (This charge is applicable only to inter-medialy traffic and is applied in addition to applicable switching and/or inter-connection charges.)	NA
<b>UNBUNDLED INTEROFFICE TRANSPORT</b>	
<b>Common (Shared) Transport</b>	
Common (Shared) Transport per mile per mou	\$0.0000083

01/08/99

Common (Shared) Transport Facilities Termination per mou	\$0.00047
<b>Interoffice Transport - Dedicated - VG</b>	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	\$0.0384
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	\$19.10
NRC - 1 <sup>st</sup>	\$76.20
NRC - Add'l	\$34.54
NRC - Disconnect Chg - 1 <sup>st</sup>	\$28.03
NRC - Disconnect Chg - Add'l	\$5.37
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.14
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect--Add'l	\$8.06
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>	
Interoffice Transport - Dedicated - DS0 - per mile per month	\$0.0384
Interoffice Transport - Dedicated - DS0 - facilities termination per month	\$18.37
NRC - 1 <sup>st</sup>	\$76.20
NRC - Add'l	\$34.54
NRC - Disconnect Chg - 1 <sup>st</sup>	\$28.03
NRC - Disconnect Chg - Add'l	\$5.37
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.14
NRC - Incremental Charge--Manual Svc Order - Disconnect--1st	\$8.06
NRC - Incremental Charge--Manual Svc Order - Disconnect--Add'l	\$8.06
<b>Interoffice Transport - Dedicated - DS1</b>	
Interoffice Transport - Dedicated - DS1 - per mile per month	\$0.7831
Interoffice Transport - Dedicated - DS1 - facilities termination per month	\$93.40
NRC - 1 <sup>st</sup>	\$140.49
NRC - Add'l	\$106.69
NRC - Disconnect Chg - 1 <sup>st</sup>	\$20.00
NRC - Disconnect Chg - Add'l	\$16.34
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$18.14
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	\$8.06
<b>Interoffice Transport - Dedicated - DS3</b>	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order - 1st	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect--Add'l	NA
<b>Unbundled Exchange Access IOC</b>	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Over 25 Miles, Fixed per month	NA

01/08/99

Per mile per month	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>Local Channel - Dedicated</b>	
Local Channel - Dedicated - 2-Wire VG	\$14.94
NRC - 1 <sup>st</sup>	\$347.49
NRC - Add'l	\$59.75
NRC - Disconnect Chg - 1 <sup>st</sup>	\$53.68
NRC - Disconnect Chg - Add'l	\$6.60
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	\$11.40
Local Channel - Dedicated - 4-Wire VG	\$16.21
NRC - 1 <sup>st</sup>	\$352.75
NRC - Add'l	\$61.33
NRC - Disconnect Chg - 1 <sup>st</sup>	\$54.36
NRC - Disconnect Chg - Add'l	\$7.28
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	\$8.06
NRC - Incremental Charge--Manual Svc Order-Disconnect	\$11.40
Local Channel - Dedicated - DS1	\$43.80
NRC - 1 <sup>st</sup>	\$348.56
NRC - Add'l	\$300.30
NRC - Disconnect Chg - 1 <sup>st</sup>	\$24.15
NRC - Disconnect Chg - Add'l	\$21.31
NRC - Incremental Charge--Manual Svc Order	\$42.34
NRC - Incremental Charge--Manual Svc Order-Disconnect	\$19.48
Local Channel - Dedicated - DS3	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge--Manual Svc Order- 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Svc Order-Disconnect - Add'l	NA
<b>VIRTUAL COLLOCATION</b>	
Virtual Collocation	BST Tariff Rates
Virtual Collocation - NRC - Application Chg	NA
Virtual Collocation - Cable Installation Chg, per cable	NA
Virtual Collocation - Floor Space, per square feet	NA
Virtual Collocation - Floor Space Power, per ampere	NA
Virtual Collocation - Cable Support Structure, per entrance cable	NA
Virtual Collocation - 2-Wire Cross Connects	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - 4-Wire Cross Connects	NA
NRC - 1 <sup>st</sup>	NA

01/08/99

NRC - Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Add'l	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	NA
Virtual Collocation - DS1 Cross Connects	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Virtual Collocation - DS3 Cross Connects	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - basic, per ½ hour	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - overtime, per ½ hour	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
Virtual Collocation - Security Escort - premium, per ½ hour	NA
NRC - 1 <sup>st</sup>	NA
NRC - Add'l	NA
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>	
End Office Switching, per mou	\$0.00209
Tandem Switching, per mou	NA
Tandem Switching (assumes 5 miles of transport per mou)	\$0.00430
Transport	UNE prices for shared/ common and dedicated transport apply as appropriate.
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and IDS Long Distance shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.	BST State Access Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	variable
<b>800 ACCESS TEN DIGIT SCREENING SERVICE</b>	
800 Access Ten Digit Screening (all types), per call (6)	\$0.0005305
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex	NA

01/08/99

Features, per message	
Reservation Charge per 800 number reserved--NRC - 1st	\$6.29
Reservation Charge per 800 number reserved NRC - Add'l	\$0.73
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Charge--Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1 <sup>st</sup>	\$12.27
NRC - Add'l	\$1.39
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	\$11.40
NRC - Disconnect Chg - 1 <sup>st</sup>	\$8.30
NRC - Disconnect Chg - Add'l	\$0.73
Per 800 # Established with POTS Translations	
NRC - 1 <sup>st</sup>	\$12.27
NRC - Add'l	\$1.39
NRC - Incremental Charge--Manual Service Order - 1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order - Add'l	NA
NRC - Incremental Charge--Manual Service Order - Disconnect	\$11.40
NRC - Disconnect Chg - 1 <sup>st</sup>	\$8.30
NRC - Disconnect Chg - Add'l	\$0.73
Customized Area of Service per 800 Number	
NRC - 1 <sup>st</sup>	\$4.27
NRC - Add'l	\$2.14
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1 <sup>st</sup>	\$5.00
NRC - Add'l	\$2.86
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
Change Charge per request	
NRC - 1 <sup>st</sup>	\$7.01
NRC - Add'l	\$0.73
NRC - Incremental Charge--Manual Service Charge--1 <sup>st</sup>	\$18.14
NRC - Incremental Charge--Manual Service Order--Add'l	NA
Call Handling and Destination Features - NRC - 1 <sup>st</sup>	\$4.27
Call Handling and Destination Features - NRC - Add'l	\$4.27
<b>LINE INFORMATION DATABASE ACCESS (LIDB)</b>	
LIDB Common Transport per query	\$0.0000418
LIDB Validation per query	\$0.0103774
LIDB Originating Point Code Establishment or Change - NRC	\$48.17
NRC - Incremental Charge--Manual Svc Order - 1st	\$18.14
NRC - Incremental Charge--Manual Svc Order - Add'l	NA
<b>CCS7 SIGNALING TRANSPORT SERVICE</b>	
CCS7 Signaling Connection, per link (A link) per month	\$10.48
NRC	\$126.34
NRC - Incremental Charge--Manual Svc Order	\$18.14
NRC - Disconnect	\$101.10
NRC - Incremental Charge--Manual Svc Order - Disconnect	\$11.40
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	\$19.48
NRC	\$126.34
NRC - Incremental Charge--Manual Svc Order	\$18.14
NRC - Disconnect	\$101.10

01/08/99

NRC - Incremental Charge--Manual Svc Order - Disconnect	\$11.40
CCS7 Signaling Termination, per STP port per month	\$161.99
CCS7 Signaling Usage, per ISUP message (applicable when measurement and billing capability exists.)	\$0.0000430
CCS7 Signaling Usage, per TCAP message (applicable when measurement and billing capability exists.)	\$0.0001052
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	\$406.71
CCS7 Signaling Point Code, Establishment or Change, per STP affected.	
NRC	\$62.00
<b>OPERATIONAL SUPPORT SYSTEMS</b>	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	NA
NRC	NA
OSS OLEC Daily Usage File: Recording, per message	\$0.00019
OSS OLEC Daily Usage File: Message Processing, per message	\$0.00240
OSS Access Daily Usage File: Message Processing, per message	\$0.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	\$47.30
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	\$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	\$0.00003
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	\$0.001
OSS Order Charge, per 1,000 LSRs received from the IDS Long Distance by one of the OSS interactive interfaces, per month (per IDS Long Distance basis) First 1,000 LSRs received	NA
OSS Order Charge, 1,000 LSRs received from the IDS Long Distance by one of the OSS interactive interfaces, per month (per IDS Long Distance basis) Each additional 1,000 LSRs received	NA
OSS Order charge, per LSR received from the IDS Long Distance by one of the OSS interactive interfaces	\$7.45
Incremental charge per LSR received from the IDS Long Distance by means other than one of the OSS interactive interfaces	See applicable rate element
<b>OPERATOR CALL PROCESSING</b>	
Operator Provided Call Handling per min - Using BST LIDB	\$0.91
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling per min - Using Foreign LIDB	\$0.96
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	\$0.10
Fully Automated Call Handling per call - Using Foreign LIDB	\$0.12
Recording Charge per announcement	
NRC - 1st	NA
NRC - Add'l	NA
NRC Disconnect Charge - 1st	NA
NRC - Disconnect Charge - Add'l	NA
Recording Charge per Branded Announcement - Disconnect - Initial	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading Charge per branded announcement	
NRC - 1st	NA
NRC - Add'l	NA
<b>INWARD OPERATOR SERVICES</b>	
Verification, per minute	\$0.86
Verification and Emergency Interrupt, per minute	\$0.86
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
<b>DIRECTORY ASSISTANCE SERVICES</b>	
Directory Assist Call Completion Access Svc (DACC), per call attempt	\$0.04

01/08/99

Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	\$0.02
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	\$0.20
Recording charge per announcement	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Charge - 1 <sup>st</sup>	NA
NRC - Disconnect Charge - Add'l	NA
NRC - Incremental Charge - Manual Service Order - 1 <sup>st</sup>	NA
NRC - Incremental Charge - Manual Service Order - Add'l	NA
Recording Charge per Branded Announcement - Disconnect - Initial	NA
Recording Charge per Branded Announcement - Disconnect - Subsequent	NA
Loading charge per audio unit	NA
NRC - Incremental Charge--Manual Service Order	NA
Loading Charge per branded announcement	NA
NRC - 1st	NA
NRC - Add'l	NA
<b>Directory Transport</b>	
Directory Transport - Local Channel DS1, per month	\$43.83
NRC - 1 <sup>st</sup>	\$339.69
NRC - Add'l	\$298.29
NRC - Disconnect Chg - 1 <sup>st</sup>	\$33.02
NRC - Disconnect Chg - Add'l	\$23.32
NRC - Incremental Charge-Manual Svc Order - NRC	\$42.34
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect	\$19.48
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	\$0.78
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	\$93.40
NRC - 1 <sup>st</sup>	\$140.49
NRC - Add'l	\$106.69
NRC - Disconnect Chg - 1 <sup>st</sup>	\$20.00
NRC - Disconnect Chg - Add'l	\$16.34
NRC - Incremental Charge-Manual Svc Order - NRC-1 <sup>st</sup>	\$18.14
NRC - Incremental Charge-Manual Svc Order - NRC-Add'l	\$18.14
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect-1 <sup>st</sup>	\$8.06
NRC - Incremental Charge-Manual Svc Order - NRC-Disconnect- Add'l	\$8.06
Switched Common Transport per DA Access Service per call	\$0.0003274
Switched Common Transport per DA Access Service per call per mile	\$0.0000175
Access Tandem Switching per DA Access Service per call	\$0.0025257
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 <sup>st</sup>	\$195.54
NRC - Add'l	\$4.23
NRC - Incremental Charge--Manual Service Order--1 <sup>st</sup>	NA
NRC - Incremental Charge--Manual Service Order--Add'l	NA
NRC - Disconnect Chg - 1 <sup>st</sup>	\$130.05
NRC - Disconnect Chg - Add'l	\$4.23
<b>Directory Assistance Database Service (DADS)</b>	
Directory Assistance Database Service charge per listing	\$0.0443
Directory Assistance Database Service, per month	\$90.54
<b>Direct Access to Directory Assistance (DADAS)</b>	
Direct Access to Directory Assistance Service, per month	\$4,982.00
Direct Access to Directory Assistance Service, per query	\$0.0460
Direct Access to Directory Assistance Service, svc estab chg-NRC	\$786.82
NRC-Incremental Charge-Manual Service Order-1 <sup>st</sup>	NA

01/08/99

Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	\$57.23
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF</b>	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	\$2.29
NRC	\$0.49
NRC - Disconnect Chg	\$0.05
RCF, add'l capacity for simultaneous call forwarding, per additional path	\$0.38
RCF, per service order, per location - NRC - 1 <sup>st</sup>	\$2.02
RCF, per service order, per location - NRC - Add'l	\$2.02
NRC - Incremental Charge - Manual Svc Order - 1 <sup>st</sup>	\$18.14
NRC - Incremental Charge - Manual Svc Order - Add'l	\$18.14
RCF, per service order, per location - NRC - Disconnect - 1 <sup>st</sup>	\$2.01
RCF, per service order, per location - NRC - Disconnect - Add'l	\$2.01
NRC - Incremental Charge - Manual Svc Order - Disconnect - 1 <sup>st</sup>	\$11.41
NRC - Incremental Charge - Manual Svc Order - Disconnect - Add'l	\$11.41
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID</b>	
DID per number ported, Residence - NRC	\$0.89
DID per number ported, Residence - NRC - Disconnect	\$0.90
DID per number ported, Business - NRC	\$0.89
DID per number ported, Business - NRC - Disconnect	\$0.90
DID per service order, per location - NRC - 1 <sup>st</sup>	\$2.02
DID per service order, per location - NRC - Add'l	\$2.02
NRC - Incremental Charge - Manual Service Order - 1 <sup>st</sup>	\$18.14
NRC - Incremental Charge - Manual Service Order - Add'l	\$18.14
DID per service order, per location - NRC - Disconnect - 1 <sup>st</sup>	\$2.01
DID per service order, per location - NRC - Disconnect - Add'l	\$2.01
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	\$11.41
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	\$11.41
DID, per trunk termination, Initial	\$12.46
DID, per trunk termination, Initial - NRC	\$129.69
DID, per trunk termination, Initial - Disconnect	\$37.85
DID, per trunk termination, Subsequent	\$12.46
DID, per trunk termination, Subsequent - NRC	\$37.85
DID, per trunk termination, Subsequent - Disconnect	\$18.75
<b>ACCESS TO POLES, DUCTS, CONDUITS &amp; RIGHTS OF WAY</b>	
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
<b>AIN</b>	
AIN, per message	NA
<b>AIN - BellSouth AIN SMS Access Service</b>	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	\$153.31
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	\$78.06
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	\$50.07
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	\$18.61
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	\$50.07
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	\$18.61
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	\$104.95
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	\$48.95
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	\$125.33

01/08/99

AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	\$24.40
AIN SMS Access Service - Storage, per unit (100 Kb)	\$0.0029
AIN SMS Access Service - Session, per minute	\$0.10
AIN SMS Access Service - Co. Performed Session, per minute	\$1.97
<b>AIN - BellSouth AIN Toolkit Service</b>	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	\$153.25
Service Establishment Charge, per state, initial setup - NRC - Disconnect	\$78.05
Training Session, per customer - NRC	\$8,315.00
Training Session, per customer - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	\$41.08
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	\$18.60
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	\$41.08
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	\$18.60
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	\$41.08
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	\$18.60
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	\$92.99
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	\$26.73
Trigger Access Charge, per trigger, per DN, CDP - NRC	\$92.99
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	\$26.73
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	\$92.99
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	\$26.73
Query Charge, per query	\$0.03
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	\$0.0065
SCP Storage Charge, per SMS Access Acct. per 100 Kb	\$1.79
Monthly report - per AIN Toolkit Service Subscription	\$15.89
Monthly report - per AIN Toolkit Service Subscription - NRC	\$34.61
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	\$21.97
Special Study - Per AIN Toolkit Service Subscription	\$0.08
Special Study - Per AIN Toolkit Service Subscription - NRC	\$37.77
Special Study - Per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event Report - per AIN Toolkit Service Subscription	\$15.81
Call Event Report - per AIN Toolkit Service Subscription - NRC	\$34.61
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	\$21.97
Call Event Special Study - per AIN Toolkit Service Subscription	\$0.0026
Call Event Special Study - per AIN Toolkit Service Subscription - NRC	\$37.77
Call Event Special Study - per AIN Toolkit Service Subscription - NRC - Disconnect	\$37.77
<b>CALLING NAME (CNAM) QUERY SERVICE</b>	
CNAM (Database Owner), Per Query	\$0.016
CNAM (Non-Database Owner), Per Query	\$0.01
CNAM (Non-Database Owner), NRC, applicable when IDS Long Distance uses the Character Based User Interface (CHUI) method to transmit the names to the BellSouth CNAM database	\$595.00
<b>DARK FIBER</b>	
Per each four-fiber dry fiber arrangement, NRC 1 <sup>st</sup>	NA
Per each four-fiber dry fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	NA
NRC - Disconnect - 1st	NA
NRC - Disconnect - Add'l	NA
Per four fiber strands, per route foot or fraction thereof, per month	NA
<b>SELECTIVE ROUTING</b>	
Per Line or PBX Trunk, each	NA

01/08/99