FLORIDA PUBLIC SERVICE COMMISSION
Capital Circle Office Center - 2540 Shumard Oak Boulevard Tallahassee, Florida 32399-0850

MEMORANDUM
September 26, 1996


SPECIAL INSTRUCTIONS: S:\PSC\CMU\WP\960864TR.RCM

CASE BACKGROUND
On July 26, 1996, BellSouth Telecommunications, Inc. (BellSouth) and American MetroComm Corporation (METROCOMM) filed a petition for approval of an interconnection agreement. The agreement was executed on July 9, 1996, and the parties are seeking approval of the agreement under the Telecommunications Act of 1996. This is staff's recommendation to approve the agreement.

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## DISCUSSION OF ISSUES

ISSUE 1: Should the Commission approve the proposec agreement between BellSouth and METROCOMM?

RECOMMENDATION: Yes. The Commission should approve the proposed agreement between BellSouth and METROCOMM that resolves the issues between the parties regarding local interconnection, unbundling, and temporary number portability. If BellSouth and METROCOMM modify their agreement, the Commission should require BellSouth and METROCOMM to file supplements to their agreement for Commission review under the provisions of $47 \mathrm{U} . \mathrm{S} . \mathrm{C}$. $\$ 252$ (e).

STAFF ANALYSIS: As stated in the Case Background, BellSouth and METROCOMM are seeking approval of their interconnection agreement under the Telecommunicaiions Act of 1996 (the Act). Staff has reviewed the BellSouth and METROCOMM proposed agreement for compliance with both the Florida Statutes and the Act. Both the Act and revised Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. If the parties reach a negotiated agreement, under 47 U.S.C. $\$ 252(e)$, the agreement is to be filed with the state commission for approval. 47 U.S.C. 5 $252(a)(1)$ requires that "the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement." Under 47 U.S.C. 5 252 (e) (4), the state commission must approve of reject the agreement within 90 days after submission or the agreement shall be deemed approved.

The agreement is a two-year agreement governing the relationship between the companies regarding technical provisions, meet-point trunking arrangements, interconnection, reciprocal compensation, interim number portability, access to 911/E911 services, directory listings and directory distribution, and unbunding in all nine states in which BellSouth operates. The agreement also includes the rates at which METROCOMM will purchase services from BellSouth for resale, which are discounted from BellSouth's retail rate for the telecommunications service. The discounts are 18\% for residential and $12 \frac{1}{6}$ for business telecommunications services (see Attachment I).

Staff has reviewed the BellSouth and METROCOMM proposed agreement for compliance with the Florida Statutes and the Act and recommends that the Commission approve it. Attachment II compares the major elements of the BellSouth/METROCOMM agreement with Commssion ordered interconnection arrangements and other Commission approved negotiated interconnection agreements.

DOCKET NO. 960864-TP
DATE: SEPTEMBER 26, 1996
ISSUE 2: Should Docket No. 960864-TP be closed?
RECOMMENDATION: Yes, with the adoption o: staff's recommendation in Issue 1, and issuance of the Commissicn's order approving the agreement, Docket No. 960864-TP should be closed.
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A. M. Lambarde

Regulatory Vice President

July 26, 1996
Ms. Blanca S. Bayo

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Director, Records and Reporting Florida Public Service Commission 2540 Shumard Oak Boulevard Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850
Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and American MetroComm Corporation ("METROCOMM") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996

Dear Ms. Bayo:
Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and METROCOMM are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to METROCOMM. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and METROCOMM within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience or necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.


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## AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications. Inc., ("BellSouth"), a Georgia corporation, and American MetroComr I Corporation (hereinafter referred to together with its affiliates as "METROCOMM"), a Louisiana corporation and shall be deemed effective as of July 9, 1996. This agreement may refer to either BellSouth or METROCOMM or both as a "party" or "parties. "

## WITNESSETH

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

WHEREAS, METROCOMM is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama. Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee: and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fuifiling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral;

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

## I. Definitions

A. Affiliate is defined as a person that (directly or indirectly) owns or controls. is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.
B. Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana. Mississippi, North Carolina. South Carolina, and Tennessee.
C. Intermediary function is defined as the delivery of local traffic fi um a local exchange carrier other than BellSouth; an ALEC other than METROCOMM; another telecommunications company such as a wireless telecommunications provider through the network of BeilSouth or METROCOMM to an end user of EellSouth or METROCOMM.
D. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.
E. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the uther party witho the use of any access code or substantial delay in the processing of the call; 2) the LEC unbundled network features. functions, and capabilities set forth in this Agreement; and 3) Service Provider Number Portability sometimes referred to as temporary telephone number portability to be implemented pursuant to the terms of this Agreement.
F. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local , interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.
G. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.
H. Telecommunications Act of 1996 ("Act') means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).
I. Multiple Exchange Carrier Access Bllling ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF ), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR. BDS-000983. Containing the recommended guidelines for the billing of Exchange

Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

## II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral. The access and interconnection obligations contained herein enable METROCOMM to provide competing telephone exchange service within the states of Alabama, Florida, Georgia. Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

## III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning July 9, 1996
B. The parties agree that by no later than July 9, 1997, they shall commence negotiations with regard to the terms. conditions and prices of local interconnection to be effective beginning July 9, 1998.
C. If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the commissions to issue its order regarding the appropriate local interconnection arrangements no later than June 1. 1998. The parties further agree that in the event the commission does not issue its order prior to July 1,1998 or if the parties continue beyond July 1, 1998 to negotiate the local interconnection arrangements without commission intervention, the terms. conditions and prices ultimately ordered by the commission, or negotiated by the parties, will be effective retroactive to July 1,1998 . Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

## IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff
B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1. by this $r$ ference incorporated herein. The charges for local interconnection are to billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed $1 \%$ per month after the due dite may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.
C. The first six month period after the execution of this Agreement is a testing period in which the parties agree io exchange data and render billing. However, no compensation during this period will be exchanged. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (D) of this section is less than $\$ 40,000.00$ on a state by state basis, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as iollows: 2nd per'วd- $\$ 40,000,00$ 3rd peried$\$ 30.000 .00$ and 4 th period- $\$ 20.000 .00$. The cap shall be $\$ 0.00$ for any period after the expiration of this Agreement but prior to the execution of a new agreement.
D. The parties agree that neither party shall te required to compensate the other for more than $105 \%$ of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January. April, July and October of each year, the parties shall update their PLU.
E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation: and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment $\mathrm{C}-13$, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7) services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.
F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and ev ry BellSouth access tandem within the local calling area METROCOMM desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandeın inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication. TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party numher ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.
G. Nothing herein shall prevent METROCOMM from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection. provided, however, that if METROCOMM orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto. BellSouth shall only charge METROCOMM the lower of the interstate or intrastate tariffed rate or promotional rate.
H. The parties agree to establish trunk groups from the interconnecting facilities of subsection $(E)$ of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimurn cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of METROCOMM as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.
I. Whenever BellSouth delivers traffic to METROCOMM for termination on METROCOMM's network, if BellSouth cannot determine because of the manner in which METROCOMM has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate METROCOMM pursuant to this section but will, instead. charge METROCOMM originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing. BellSouth will make the appropriate billing adjustments if METROCOMM can provide sufficient information for BellSouth to make a determination as to whether said traffic
was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that METROCOMM cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.
J. If either party provides intermediary tancem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than METROCOMM; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L) of this section.
K. When the parties provides 27 access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.
L. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.
M. The ordering and provision of all services purchased from BellSouth by METROCOMM shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

## V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched
access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.
B. For originating and terminating intrastate toll tratfic, each party shall pay the other BellSouth's intrastate switched network access serv.ce rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If METROCOMM is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses METROCOMM as an interexchange carrier on a 10 XXX basis. BellSouth will charge METROCOMM the appropriate tariff charges for originating network access services. If BellSouth is serving as the METROCOMM end user's presubscribed interexchange carrier or if the METROCOMM end user uses BellSouth as an interexchange carrier on a $10 X X X$ basis. N.ETROCOMM will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.
C. The parties agree that to the extent METROCOMM provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end office outside the local calling area.
D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of $\$ 0.013$ per record.
F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection $A$, above. Each party shall provide the appropriate records for billing pursuant to subsection $B$, above.
G. Should METROCOMM require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. METROCOMM shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. METROCOMM will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and zelivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

## VI. Service Provider Number Portability

A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth t) METROCOMM, or vice versa, is permitted to retain use of his existing assigned telisphone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements, SPNP. Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.
B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service. Section E6.8.1.H of the BellSouth intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.
C. SPNP is available only where METROCOMM or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular METROCOMM assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or METROCOMM initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by METROCOMM or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees. however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number.
E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. 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. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will ue provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.
F. SPNP services will be provided at the charges contained in Attachment B- 3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.
G. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or METROCOMM is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide ttemized local usage data for the billing of non-sent paid calls on the monthly bill of usage charges, provided at the individual end user account level. The detail will include itemization of all billable usage. As an alternative to the itemized monthly bill, each party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the
ending BellSouth RAO will be provided in unrated format. METROCOMM usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.
H. Each party is responsible for obtaining authorization frum the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its soie judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.
I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for lich it is not presently providing local exchange service or terminating to an end user. * Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided
J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for maintenance purposes.
K. Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.
L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching. * interconnection charge, and a portion of the transport, and the other party will bill - IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other
party to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a coprovider of access services to IXCs. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party . If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.
M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer If so, terminating party will bill the other party the network access charges for the tarminating facilities used for that intraLATA toll traffic.
N. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. $\S 251$ to require number portability different than that provided pursuant to this subsection, the parties agree to iully comply with those regulations.

## VII. Provision of Unbundled Elements

A. BellSouth will offer an unbundled local loop to METFOCOMM at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.
B. BellSouth will offer to METROCOMM unbundled loop channelization system service which provides the multiplexing function to convert 98 voice grade loops to DS1 level for connection with METROCOMM's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.
C. BellSouth will offer to METROCOMM unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.
D. BellSouth will offer to METROCOMM unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.
E. BellSouth shall, upon request of METROCOMM, and to the extent technically feasible, provide to METROCOMM access to its Netvork Elements for the provision of an METROCOMM telecommunications service. Any request by METROCOMM for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. METROCOMM agrees to pay the costs associated with the bona fide request if METROCOMM canceis the request or fails to purchase the service once completed. METROCOMM shall provide BellSouth access to its Network Elements as mutually agreed by the Parties or as required by a state commission or the FCC.
F. A Network Element obtained under this section may not be used in lieu of any services offered in BellSouth's state or federal tariffs.

## VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to METROCOMM, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole. duct. conduit, or right-ofway owned or controlled by BellSouth.

## IX. Access to 911/E911 Emergency Network

A. For basic 911 service, BellSouth will provide to METROCOMM a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911 . METROCOMM will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10 -digit directory number as stated on the list provided by BellSouth. METROCOMM will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, METROCOMM shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.
B. For E911 service, METROCOMM shall install a minimum of two dedicated trunks originating from METROCOMM's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DSO level trunks configured either as a 2 wire analog interface or as part of a digital ( $1.544 \mathrm{Mb} / \mathrm{s}$ ) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the user interface is digital, MF pulses, as well as other $A C$ signals, shall be
encoded per the u-255 Law convention. METROCOMM will provide BellSouth daily updates to the E911 database.
C. If a municipality has converted to E911 service, METROCOMM will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, METROCOMM will alternatively route the call to a designated 7 -digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
D. BellSouth and METROCOMM agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practicas of the parties as to the provision of 911/E911 Access.
E. The applicable rate elements are as set forth in Attachment C-3. incorporated herein by this reference.

## X. Provision of Operator Services

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.
B. BellSouth will offer to METROCOMM Operator Call Processing Access Service, and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.
C. BellSouth will offer to METROCOMM CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

## XI. Directory Listings

A. Subject to execution of an agreement between METROCOMM and BellSouth's affiliate, BellSouth Advertising \& Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) METROCOMM's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories: and (3) copies of such directories shall be delivered to METROCOMM's subscribers.
B. BellSouth will include METROCOMM's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge METROCOMM in maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.
C. BellSouth will provide METROCOMM a magnetic tape or computer disk containing the proper format for submitting subscriber listings. METROCOMM will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in ar, industry-accepted format.
D. BellSouth and BAPCO will accord METROCOMM's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to METROCOMM's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

## XII. Access to Telephone Numbers

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that METROCOMM has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. METROCOMM agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.
B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

## XIII. Access to Signaling and Signaling Databases

A. Each party will offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity
B. BellSouth agrees to input the $N X X$ s assigned to METROCOMM into the Local Exchange Routing Guide ("LERG").
C. BellSouth will enter METROCOMM line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable METROCOMM's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.
D. If METROCOMM utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

## XIV. BellSouth's Offer of Services Available 'or Resale

A. The rates pursuant by which METROCOMM is to purchase sarvices from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Attachment D. attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.
B. METROCOMM may resell the tariffed telecommunications services of BellSouth. including any broadband exchange line or SynchroNet@ service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing. the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings: lifeline and linkup services; contract service arrangements: installment billing options: 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g. education institutions discount); and discounted services to meet competitive situations BellSouth agrees that METROCOMM may resell the broadband exchange line or Synchronet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.
C. The provision of services by BellSouth to METROCOMM does not constitute a joint undertaking for the furnishing of any service.
D. METROCOMM will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from METROCOMM for all services.
E. METROCOMM will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests. METROCOMM accepts responsibility for adhering to BellSouth's
prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill METROCOMM for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact METROCOMM's customers, if ... its sole discretion it deems necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.
F. BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of METROCOMM and ALEC agrees not to interfere with the right of any end user to obtain service directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of METROCOMM.
G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made.
BellSouth will not, however, make the end user's previous telephone number available to METROCOMM until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection.
H. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to METROCOMM, for a charge not less than BellSouth's cost.
I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service:
2. Cause damage to their plant;

3 Impair the privacy of any communications, or
4. Create hazards to any employees or the public.

METROCOMM assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by METROCOMM.
J. METROCOMM agrees that its resale of BellSouth services st all be as follows:

1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
2. To the extent METROCOMM is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, METROCOMM shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by METROCOMM are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to. sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.
3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively Similarly. Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
4. METROCOMM is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff.

5 Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as
specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.
K. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this inforination is prohibited.
L. No patent, copyright, trademark or other proprietary right is licensed. granted or other wise transferred by this Agreement. METROCOMM is strictly prohibited from any use, including but not limited to sale, marketing or advertising. of any BellSouth name or trademark.
M. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by Bell ${ }^{-}$outh. METROCOMM or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used. except with the written consent of BellSouth.
N. BellSouth will not perform billing and collection services for METROCOMM as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to METROCOMM. BellSouth will, on an interim basis, bill METROCOMM the charges shown below which are identical to the EUCL rates billed by BST to its end users.

|  |  | Monthly Rate |
| :---: | :---: | :---: |
| $\therefore$ | Residenzial |  |
|  | (a) Each Incividuat inre or Tsunk | \$3.50 |
| 2. | Single line Business <br> (b) Each Individual tine or Trunk | \$3.50 |
| 3. | Multi-1ine Business |  |
|  | (c) Each End:vidual Line or Frurk | $\$ 6.00$ |

P. The procedures for discontinuing end user service purchased by METROCOMM for resale to an end user are as follows:

1. Where possible. BellSouth will deny service to METROCOMM's end user on behalf of, and at the request of, METROCOMM. Upon restoration of the end
user's service, restoral charges will apply and will be the responsibility of METROCOMM.
2. At the request of METROCOMM, BellSouth will disconnect a METROCOMM end user customer.
3. All requests by METROCOMM for denial or disconnection of an end user for nonpayment must be in writing.
4. METROCOMM will be made solely responsible for notifying the end user of the proposed disconnection of the service.
5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise METROCOMM when it i, determined that annoyance calis are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by METROCOMM and/or the end user against any claim, loss or damage arising from providing this information to METROCOMM. It is the responsibility of METROCOMM to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
Q. The procedures for discontinuing service to METROCOMM are as follows

1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other violation or noncompliance by METROCOMM of the rules and regulations of BellSouth's Tariffs.
2. If payment of account is not received by the bill day in the month after the original bill day. BellSouth may provide written notice to METROCOMM, that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice, and METROCOMM's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3 If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both
4. If METROCOMM fails to comply with the provisions of this Agreement. including any payments to be made by it on the dates and times here.n specified, BellSouth may, on thirty days written notice to the person designated by METROCOMM to receive notices of noncompliance, discontinue the provision of existing services to METROCOMM at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice, and METROCOMM's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to METROCOMM without further notice.
5. If payment is not received or arrangements made for payment by the date given in the written notification, METROCOMM's services will be discontinued. Upon discontinuance of service on a METROCOMM's account. service to METROCOMM's end users will be denied. BellSouth will also reestablish service at the request of the end user or METROCOMM upon payment of the appropriate connection fee and subject to BellSoutn's normal application procedures.
6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.
R. BellSouth may require METROCOMM to make a deposit, if evidence of good credit cannot be provided, when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves METROCOMM from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that METROCOMM defaults on its account, service to METROCOMM will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to METROCOMM during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to METROCOMM by the accrual date.

## XV. Ordering of Services From BellSouth For Resale Purposes

A. The ordering and provision of services purchased from BellSouth for resale purposes by METROCOMM shall be as set forth in the OLEC-to-BellS juth

Ordering Guidelines (Reseller) as those guidelines are amiended by BellSouth from time to time during the term of this Agreement.
B. When the initial service is ordered by METROCOMM, BellSouth will establish an accounts receivable master account for METROCOMM
C. BellSouth shall bill METROCOMM on a current basis all applicable charges and credits.
D. Payment of all charges will be the responsibility of METROCOMM. METROCOMM shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by METROCOMM from METROCOMM's customer. BellSouth will not become involved in billing disputes that may arise between METROCOMM and its customer. Payments made to B :llSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
E. BellSouth will render bills each month on established bill days for each of METROCOMM's accounts.
F. BellSouth will bill METROCOMM in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.
G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday. Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following. shail apply.
H. Upon proof of tax exempt certification from METROCOMM, the total amount billed to METROCOMM will not include any taxes due from the end user.

METROCOMM will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
I. As the customer of record, METROCOMM will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:

1. The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that METROCOMM actually makes the payment to BellSouth, or
2. 0.000590 per day. compounded daily for the number of days from the payment due date to and including the date that METROCOMM actually makes the payment to BellSouth.
K. Any Carrier Common Line charges (CCL) associated with interexchange cartier access to the resold local exchange lines will be billed by, and due to. BellSouth
L. In general. BellSouth will not become involved in disputes between METROCOMM and METROCOMM's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth. METROCOMM shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with METROCOMM to resolve the matter in as timely a manner as possible. METROCOMM may be required to submit documentation to substantiate the claim
M. METROCOMM is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon METROCOMM.

## XVI. Network Design and Management

A. The parties agree to work cooperatively to install a nd maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission slandards and traffic blocking criteria.
C. The parties will work coวperatively to apply sound network management principles by invoking appropriate network management controls, e.g. call gapping, to alleviate or prevent network congestion.
D. Neither party intends to charge rearrangement, reconfiguration, disconnection, termination or other non-recurring fees that may be associated with the initial reconfiguration of either party's network interconnection arrangement contained in this Agreement. However, the interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, the parties do intend to charge non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased..
E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.
F. For network expansion, the parties agree :o revie'v engineering requirements on a quarterly basis and establish forecasts for trunik utilization as required by Section $V$ of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.

G The parties agree to provide each other with the proper call information. ie originated call party number and destination call party number, CIC, and OZZ. including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

## XVII. Disconnection of Existing End User Service

A. BellSouth will accept requests from METROCOMM to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from METROCOMM to BellSouth or will accept a request from another ALEC or METROCOMM for conversion of the Service Provider Number Portability service associated with an end us ar's service fromi METROCOMM to the second ALEC or Reseller. BellSouth will notify METROCOMM that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. METROCOMM must. however, provide proof of authorization upon request.
B. If BellSouth determines that an unauthorized change in local service provider has occurred, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess METROCOMM an Unauthorized Change Charge of $\$ 19.41$ per line or trunt for Residence of Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to METROCOMM because of the unauthorized change. These charges may be adjusted if METROCOMM provides satisfactory proof of authorization.
C. BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

## XVIII. Implementation of Agreement

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, conversion, reconfiguration, ordering, testing, and full operational time frames. Both parties agree to provide the appropriate staff support to ensure effective implementation, administration of this Agreement and conversion of existing services to the appropriate rates contained in this Agreement. Any changes in billing to METROCOMM shall be as of the effective date of this Agreement. The implementation schedule shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

## XIX. Auditing Procedures

A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per calendz-year Audits shall be performed by a mutually acceptable independent auditory paid for by
the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found tr have overstated the PLU by twenty percentage points ( $20 \%$ ) or more, that party shall reimburse the auditing party for the cost of the audit.
B. For combined interstate and intrastate METROCOMM traffic terminated by BellSouth over the same facilities. METROCOMM shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to METROCOMM After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges
C. BellSouth reserves the rig': to periodically audit services purchased by METROCOMM for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement. METROCOMM agrees to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement, METROCOMM shall be notified and billing for the service will be immediately changed to conform with this Agreement. Service charges, back billing and interest may be applied

## $X X$. Liability and Indemnification

A. With respect to any claim or suit by either party, either party's customer or by any other person or entity, other than for willful misconduct, for damages associated with any of the services provided by either party pursuant to this Agreement or otherwise, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of B through G. following, the liability of the party providing the service shall not exceed an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected.
B. Neither party shall be liable for any act or omission of any other telecommunications company providing a portion of a service, nor shall either party hold liable any other telecommunications company providing a portion of a service for any act or omission of MetroComm or BellSouth.
C. Neither party is liable for damages to the other party's terminal location, POI nor their customer's premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring. unless the damage is caused by the gross negligence of the party providing the service.
D. Each party (the "Indemnitee") shall be indemnified, defended and held harmless by the other party (the "Indemnitor") against any claim, loss or damage arising from the Indemnitor's use of services provided by Indemnitee under this Agreement. involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the Indemnitor's own communications: 2) Claims for patent infringement arising from Indemnitor's acts combining or using the service furnished by the Indemnitee in connection with facilities or equipment furnished by the I ndemnitor or the Indemnitor's customer; 3) any claim, loss, or damage claimed by a customerof the Indemnitor arising from the Indemnitor's uses of services provided by the Indemnitee under this Agreement; or 4) all other claims arising out of an act or omission of the Indemnitor in the course of using services provided pursuant to this Agreement.
E. Neither party assumes liability for the accuracy of the data provided to it by the other party and each party agrees to indemnify and hold harmless the other party for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from each party to the other in conjunction with the provision of any service provided pursuant to this Agreement.
F. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Each party shall be indemnified, defended and held harmless by the other or the other party's customer from any and all claims by any person relating to the other party or the other party's customer's use of services so provided.
G. No license under patents (other than the limited license to use) is granted by either party or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Each party will defend the other party against claims of patent infringement arising solely from the use by the other party of services offered pursuant to this Agreement and will indemnify the other party for any damages awarded based solely on such claims.
H. Each party's failure to provide or maintain services offered pursuant to this Agreement shall be excused by labor difficulties, governmental orders, civil commotion, criminal actions taken against that party, acts of God and other circumstances beyond that party's reasonable control.
I. The obligations of the Parties contained within this section shall survive the expiration of this Agreement.

## XXI. More Favorable Provisions

A. In the event an appropriate regulatory agency or judicial body orders or directs BellSouth or METROCOMM to provide any substantive portion of this Agreement in a way different than that provided for herein, including but not limited to BellSouth's provision of broadband exchange line services, the parties agree to
implement faid order so that the parties can incorporate the order on the same day that the order becomes effective. The parties agree that such action shall take place only after all administrative and judicial remedies have been exhausted. The party pursuing any administrative or judicial remedy agrees to apply the regulatory or judicial orderetroactively to the date that the order was initially entered and apply simple interest at a rate based on the thirty day commercial paper rate for high grade, unsecured notes sold through dealers by major corporations in multiples of $\$ 1,000.00$ as regularly published in the Wall Street Journal. The preceding sentence shall s urvive the expiration of this Agreement.
B. In the event BellSouth executes an interconnection, unbundling and resale agreement with any other local exchange carrier, the parties agree that METROCOMM shall be eligible to supersede this Agreement with the identical rates. terms and conditions contained in the BellSouth agreement with the other local exchange carrier. If METROCOMM chooses to adopt another agreement in its entirety. the parties agree that the effective day shall be the date the agreement is approved by the Commission.
C. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the parties agree that METROCOMM shall be eligible for subscription to said service at the rates, terms and conditions contained in the tariff. The parties agree that such eligibility shall be as of the effective date of the tariff.
D. The Parties acknowledge that BellSouth will guarantee the provision of universal service as the carrier-of-last-resort throughout its territory in Florida until January 1. 1998 without contribution from METROCOMM.

## XXII. Treatment of Proprietary and Confidential Information

A. Both parties agree that it may be necessary to provide each other during the term of this Agreement with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). Both parties agree that all Information shall be in writing or other tangible form and clearly marked with a confidential. private or proprietary legend and that the Information will be returned to the owner within a reasonable time. Both parties agree that the Information shall not be copied or reproduced in any form. Both parties agree to receive such Information and not disclose such Information. Both parties agree to protect the Information received from distribution, disclosure or dissemination to anyone except employees of the parties with a need to know such Information and which employees agree to be bound by the terms of this Section. Both parties will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.
B. Notwithstanding the foregoing, both parties agree that there will be no obligation to protect any portion of the Information that is either: 1) made pub' sly available by the owner of the Information or lawfully disclosed by a nonparty to this Agreement: 2) lawfully obtained from any source other than the owner of the Information; or 3) previously known to the receiving party without an obligation to keep it confidential.

## XXIII. Resolution of Disputes

Except as otherwise stated in this Agreement. the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute. However, each party reserves any rights it may have to seek judicial review of any ruling made by the Commission co:cerning this Agr ement.

## XXIV. Limitation of Use

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

## XXV. Waivers

Any failure by either party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions of this Agreement, and each party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
XXVI. Governing Law

This Agreement shall be governed by. and construed and enforced in accordance with, the laws of the State of Georgia, without regard to its conflict of laws principles.
XXVII. Arm's Length Negotiations

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

## XXVIII. Notices

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

BellSouth Telecommunications, Inc.
Rich Denier -Acct. Manager
South E4E1 Colonnade Prkwy
Birmingham, AL 35243

American MetroComm Corporation 6001 Stars \& Stripes Blvd Suite 100 New Orleans, LA 70126 Att: General Counsel
or at such other address as the intended recipient previously shall have designated by written notice to the other party.
B. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have bean delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

## XXIX. Entire Agreement

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the parties relating to the subject matter contained herein and merges all prior discussions between them, and neither party shall be bound by any definition, condition, provision. representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the party to be bound thereby.

BellSouth Telecommunications, Inc.


American MetroComm


## ATTACHMENT A

## EXAMPLE OF " $5 \%$ CAP"

## Case 1

BellSouth terminates 10.000 min to ALEC ALEC $X$ bills BellSouth for 10.000 min X

| ALEC $\times$ terminates 15.000 min to | BellSouth bills ALEC $\times$ for 10.500 min |
| :--- | :--- |
| BellSouth | $(10.000+5 \%)$ |

Case 2.
BellSouth terminates 15.000 min to ALEC
$X$ $\begin{aligned} & \text { ALEC } X \text { bills BellSouth for } 1 \mathrm{C} 500 \mathrm{~min} \\ & (10.000+5 \%)\end{aligned}$

ALEC $X$ terminates 10.000 min to BellSouth

## Case 3

BellSouth terminates zero min to ALEC $X$ ALEC $X$ bills BellSouth zero
ALEC $\times$ terminates 10.000 min to
BellSouth bills ALEC $\times$ zero

## BellSouth

## Case 4

BellSouth terminates 10.000 min. to ALEC ALEC $X$ bills BellSouth zero $\times$

ALEC $\times$ terminates zero min. to BellSouth BellSouth bills ALEC $\times$ zero
Case 5
BellSouth terminates 10.000 min to ALEC ALEC $X$ bills BellSouth for 10.000 min X

| ALEC $X$ terminates 10.200 min to | BellSouth bills ALEC $X$ for 10.200 min <br> (difference is less than cap) |
| :--- | :--- |

Case 6

| BellSouth terminates 10.200 min to ALEC |  |
| :--- | :--- |
| $X$ | ALEC $X$ bills BellSouth for 10.200 min <br> (difference is less than cap) |
| ALEC $X$ terminates 10.000 min to <br> BellSouth | BellSouth bills ALEC $X$ for 10.000 min |

## Case 7

BellSouth and ALEC $\times$ both terminate 10000 min to each other

ALEC $X$ and BellSouth both bill each sther 10.000 min .

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Local Interconnection Service
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## Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users.

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandern/end office.

State(s): All
Rates. Terms and Conditions:
In all states, rates, terms and conditions will be applied as set forth in Section E6 of BellSouth Telecommunication's. Inc.'s intrastate Access Service Tariffs and in Section 6 of the BellSouth Telecommunication's. Inc. Interstate Access Tariff, F.C.C. No. 1.

## Attachment B-3

## Local Interconnection Service

## Service: Service Provider Number Portability-Remote

Description:

State(s): ALL

Per Number Ported

- Residence $/ 6$ paths
- Business / 10 paths

Each Additional Path
Per Order.
pet end user location

Service Provider Number Portability (SPNP) is an intenm service arrangement provided by BellSouth to ALECs whereby an end user, who switches subscnption to local exchange service from BellSouth to an ALEC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP.Remote equipped telephone number, assigned by BellSouth, is automatically forwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth s General Subscriver Service Tanff. The forwarded-to number is specified by the ALEC

SPNP.Remote provides a single call path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls ara available on a per path basis, and are in addition to the rate for SPNP-Remote service.

| Monthly <br> Rate$\quad$Nonrecurring <br> Charge |
| :---: |

Charge

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5115
-
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$\$ 225$
3050

## Local Interconnection Service

Service: Service Provider Number Portability-Direct Inward Dialed (DID)*
Description: Service Provider Number Portability (SPNP) is an inter rim service arrangement provided by BellSouth to ALECs whereby an end user, who sw itches subscription to local exchange service from BellSouth to an ALEC is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-OID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-DID will be available on either a OSO. DS1 or DSJ basis.
SPNP-OID Trunk Termination will only be provided with $\$ \$ 7$ Signaling at rates set forth in E5 of BellSouth Tole =ommunication's, nc.'s Intrastate Access Tariffs.

Direct facilities are required from the Bell\$outh end office where a ported number resides to the ALEC and office serving the ALEC end user.


[^0]
## Attachment B－4

## Local Interconnection Service

Service：Service Provider Number Portability－Direct Inward Dialed（DID）＊（Cont＇d）

| State（s）： | Mississipji |  |  |  |  |  |  |
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|  | － | － | －location | － | － |  | locaton |
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－Rates are displayed at the DS 1.1544 MDps level For rates and charges applicable to other arrangement levels，refer to Section E6 of BellSouth Telecommunication＇s inc＇s intrastate Access Tanth
＊May not be required if the ALEC is collocated at the ported number end office

## Attachment C. 1

Unbundled Products and Services and New Services

Service: Subscriber Listing Information
Description: Subscriber primary listing information provided at no charge ar 1 in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for BellSouth at no charge to each ALEC end user customer.

State(s): All
Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

Drat 5
E.CHIBIT $\qquad$

## A PHHABETIC AL DIRECTORY SIDE AGREI MENT

11. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropnate local alphabetical directory as published penodically by BAPCO unless nonlisted or nonpublished stanus is designated by subscribers. BAPCO shail aiso include one standard listing for each C ARRIER zusiness subscriber per hunting group in an appropnate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published per:odically by BAPCO unless nondisted or nonpublish starus is desigrated by sutscriber. Such listings shall be interfiled whth the lisungs of other local exchange telephone company subscribers and otherwse publisbed in the manne: vi such ocher listings according to BAPCO's zenerally applicable publishing policies and standards. BAPCO shall deliver such local alphabercal and elassified directory to CARRER's subscribers according to BAPCO's generatly applicable policies and sundards.
iII. BAPCO shall maintain full authonty over its publishing schedules, policies. standards, and practices and over the scope and publishing schedules of its directories.
IV Each party agrees to defend, indemnify and bold harmless the ouber from all tamages. claims, suits, losses or expenses. including inthout limitanion costs and antorneys fees. to the extent of such party's relative fault, ansing out of or :esulting from any error, ormission or act of such party hereunder. CARRER a grees to limit its liability and that of BAPCO by contract whth CARRIER's subscribers or by unff to no more than the cost of service for any errors or
omissions in any listings published hereunder for CNRRIER subscribers. Each farty shall notify in whting the other promply of any clamed error or orussion affecting this paragraph and oi any staim or suit ansing tereunder or telatug to ins Agreement and shall provide reasonable and umely sooperation in its :ssolution of the same. Without waver of any nghu hereut der, the indemnafied zary may at its expense underake its own defense in any steh clam or suit.

3APCO's liability to C.ARRER for any errors or omissions in directones or tor any default otherwise ansing hereunder shall be limited to One Dollar (S1) ior any ertor or ormission in any subscriber listing in any directory published by B तPCO
-1 This Side Agreement shall be subject to the term and cancellauon provisions of the agreement to which it is appended ("the Agreement"). except that BAPCO shall have the nght to terminate thas Side Agreement upon sixty days pnot watren notice given at any ume fo:'owing the inital 'trm of the Agreement.
: !! + separate Agreement may te entered into berween BAPCO and CARRER zoncerning Yeilow Pages. or classified directones. directory delivery, Cai:Guide pages. and other directory related issues.

BAPCO:
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$\rightarrow: T E$


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## CARRIER:

BY
VAME: $\qquad$
TITLE: $\qquad$
DATE

## AGREEMENT

in sonsideration of the murual promises contaned herein. BellSouth Advertisung \& ?.-zl:s.::ng Corporation. a Georgia corporation ("BNPCO") and
$\qquad$ corporation " $^{C} \mathrm{C}$ ARRIER') agree as follows 1
BECITALS. BAPCO is the publisher of alphabeacal and classified directeres For zerain communties in the southeastem region of the USS (the "Directores") $C A R R E R$ provides, or intends to provide. local exchange telephone service in isr.munties in which BAPCO publishes Directones. BAPCO and CARRIER hereby escaolish the terms by which BAPCO will include lisungs of CARRIER subscribers in iuch Directones and by which BAPCO will provide such Directones to C.ARRER inescribers.

## : CaRRIEROBLIGATONS CARRIER agrees as follows:

1a) CARRER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge. listung information coacernung its subscribers (designatug any *ho do not destre published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhubit i for BAPCO's use in publishing Directones of whatever type and format and for other tenvative purposes. Such subscriber listing informawon shall be provided in the format and on the schedule set forth in sad Exhubit or as othermse murually agreed berween the =arties from tume to tume.
b) CARRIER shall aiso provide directory delivery information to BAPCO as ie: \%irh in Exubit $\lambda$ for all subscribers.
(6) C.ARRER shall advise BAPCO prompdy of any directory-celated nquines. requests or complaints which it may receive from CARRER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same
(d) CARRIER shall respond promptly regarding correctuons or quencs rased by $B A P C O$ to process listing changes requested by subscribers.

## 3 BAPCOOBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber fer hunting group in BAPCO's appropnate local alphabercal Directory as publisted fer:odically by BAPCO unless norlisted or nonpublished stanus is designated by subscribers. Such listings shall be interfiled with the listungs of other local exchange eiephone company subscribers and otherwse published in the ranaer of such other 'istings according to BAPCO's generaily applicable publishing policies and standards.
(b) BAPCO shall publish additional listings. foreign listing and other 1.phabencal Directory listings of C.ARRIER subscribers upon hes request consistent at hap CO's generally appicabie poincies :n BAPCO's alphabetical Duectones at BAPCO's prevailing rates, terms and conditions
$\therefore \quad$ SAPCO will distribute its regularly published alphacencal and classified Diree:ores to local CARRIER subscribers in accordance with BAPCO's prevailing zractices, including delivery following Directory publication and upon establishment of sew CARRIER service, if a current Directory for that geographies area has not previously seen provided. Such deliveries may include separate advertising matenals accompanvir. the Directones.
d) BAPCO will include CARRIER information in the customer guide pages of its aiphabetral Directones for communities where CARRIER provides local exchange eiepnone service at the tame of publication in accordance with BAPCO's prevailing iiandards for the same. CARRER will provide information requested by BAPCO for such purpose on a umely basis.
(c) BAPCO shall make available at no charge to CARRER or ts subscribers one listing for CARRER business customers per hunting group in one appropnate heading in BAPCO's appropnate local classified directory as published pinodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.
(f) BAPCO agrees to solicit. accept and publish directory adverusing form zusiness subscribers for CARRIER in communities for which BAPCO publishes :ossified Directones in the same manner and upon substantially the same terms as it ivlicis. accepts and publishes adverusing from advertisers who are not $C$. TRIER inescricers.

- TBUISHNGPOLICIES BAPCO shall mantan full authonty over is publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.


## 5 LLABITTY AND INDEMNITY

(a) BAPCO's liability to CARRIER for any errors or omissions in directones or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber lisung in any directory published by BAPCO.
b) Each party agrees to defend, indemnify and bold harmless the other from Il damages, clams. suits, losses or expenses. including without limitation costs and aromeys fees, to the extent of such party's relative fault arising-out of or resulting from any error. omission or act of such party hereunder. CARRER agrees to limit is liability and that of BAPCO by contract with CARRIER's subscribers or by anti to no more 't :an

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T.e cost of service for any errors or omissions in any instungs published bereuncer for G+RRER subscribers. Each party sral scuty n wnting s.e. other promply of any :دineed error or ocmssion affectung thas paragrapt and of any clam or sut ansing -e:euncer or relating to thas Agreement and shall provice reasonabie and tumely :zcce:at:on in its resolution of the same. 'Wichout waver of any ngnts hereunder, the -:e-n..ites zarty mav at its expense uncerake its own defense in any such c!aim or suit.

7 -ERM. This Agreement snall be eifecive on the date of the las signarure tere:o : zr a :em of two (2) years and shall relate to Directones published by E APCO dung iucn perood. Thereatter, it shall continue in effect unless terminated by ether party upon ,. xiy tays pnor wntren notice.

- IESICNMENT This Agreement shal be binding upon any successors or assigns 2: T.e zarnies Jung its Tem.
3 3EIATHONSHIP OF THE PARTIES. Thas Agreement does not create any jout .enture. jarthership or employment relationship between the parties or their employees. anshup berween the partes shail be that cf an independent contractor. There


## 9 SONDISCLOSLRE

(a) During the term of this Agreement it may be necessary for the parties to Frovide each other whth certain information ("Information") considered to be private or Fropnetary. The recipient shall protect such Information from distribution, disclosure or :issemination to anyone except its employees or contractors with a need to know such in:ormation in conjunction herewith. except as otherwse authonzed in wnung. til such
-itormation shall be in wriung or other cangibie form and clearly marked with a :annident:al or propnetary legend. Information conveyed orally shall be designated as z:epretary or confidential at the tume or such oral conveyance and snall be reduced to .an: ing withon forty-five (45) days.
(b) The parties will not have an obligation to protect any portion of information which: (1) is made publicly avalable lawfully by a nonparty to this A greement; (2) is lawtully obtaned from any source other than the providing party; (3) is previously knowa without an obliganon to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the terrmanation date of this Agreement if such thformation is not a uade secret under applicable law.
(c) Each party will make copies of the Information only as aecessary for its isc under the terms hereof, and each such copy will be marked unth the same propnetary notuces as appear on the onginals. Each party agrees to use the tnformanon solely in support of this Agreement and for no ocher purpose.
10. EORCE MAJELRE. Neither party shall be responsible to the other for any deiay or fatiure to perform hereunder to the extent caused by fire, flood. explosion, war, strike.

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{ }_{.3}^{0.1}
$$

-.OL embargo. governmental requirements. eivic or malitary authonty, act of Cod. or other simular cause beyond its reasonable control. Each party shall use best efforts to nonify the sher promptly of any such delay or falure and shall provide reasonable cooperacon to L-eiiorate the effects thereof.
:: 2t BIICITY Veither party shall disclose the terms oi tha Agreement nor use the $\because$ ace. antes or Gademarks of the other without the pror express wniten consent of the :-..er

## $\therefore \quad 3$ EPRESENTATIVESAND VOTICES

a) Each party shall name one or more representatives for conucts berween re चaries which shall be authonzed to act on its behalf. Such representanves may se :-anged from tume to time upon written nonce to the other party.
(b) Votices requiren by law or under as Agreement shall be given in wnang zv hand delivery, certified of registered mal. or by facsumule followed by cerufied or $\because$ gistered mal. addressed to the named representatuves of the partes whth copies to:

If: : BAPCO
'iith Copy to:
Associate General Counse!
BellSouth Advertising \& Publishing Corporation
Room 430
59 Execuave Park South
Atlanta GA 30329
If to CARRIER:

13 SSCELIANEOUS. This Agreement represents the entire Agreement berweea the parces whth respect to the subject marter hereof and supersedes any prevous oral or
antren communications, representations. indersandings. or agreements with respect thereto. It may be executed in counterpars. each of whuch shall be deerned an onginal till prior and contemporaneous wntren or oral agreemeats, represe viauons. waranues. iatements, aegotiations, and or understandings oy and berween the parces, whether erpress or implied, are superseded. and there are no representauons or wartanties. ether zral or wrient express or implied. not herein conuaned. This Agreement shall be jover.es by the laws of the state of Ceorgia.

N WITNESS WHEREOF, the parties have executed this Agreement by their duly authonzed :epresentauves in one or more counterpars. each of which shall constitute an ingiral. on the dates set forth below

## BELLSOUTH ADVERTSING \& $\because$ OLISHING CORPORATION

3
T.t.e $\qquad$
Date $\qquad$

CARRER:

$$
B y
$$

$\qquad$
Title:

Date: $\qquad$

001
.5.

## E.CHIBITA

- CiRRJER Listing Informaion. Formal Schedule for Provision - EARRIER Delivery Iniormawon. Formal Schedule for Provision


## Attachment C. 2

Unbundled Products and Services and New Services

Service: Access to Numbers
Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in providing local exchange services.

State(s): All
Rates: No Charge

## Attachment C. 3

## Unbundled Products and Services and New Services

Service: Access to 911 Service
Description: Provides a universal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergenc 1.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC-1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC-1's point of interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedlcated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariffs.

State(s): All

Rates: Will be billed to appropriate municipality.

Unbunilled Products and Services and New Services

Service: 800 Database
Description: Provides for utillzation of the BellSouth 800 Service Control Points for obtaining 800 Service routing Information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signalling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 database routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connection the ALECs may utilize Signaling System Seven Terminations Interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All
Rates, Terms and Conditions:
In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

## Unbundled Products and Services and New Services

Service: Line Information Database (LIDB). Storage Agreement
Description: The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of $40 \%$ of BellSouth's LIDB Validation rate per query as displayed in Attachment C-6 following.

State(s): All
Rates: No Charge
LDEE ETFORMATION DATA BASE (LDDB)
STORAGE AGREE.YE.NT
FOR RESOLD LOCAL EXCFANGE LINES OR
SERVICE PROVTDER MLMBER PORTABILTTY ARRANGE.ME.TTS

This agreement effective as of $\qquad$ :996. is entered sito by and
zerween BellSouth Telecommunications. Lac. ("BST), a Georza corporzion, and ("Local Exchange Company').
 forth below, he partes bereby agree as follows:

## I. SCOPE

This Agreement sets forth the cerms and condirons for inclurion in BST ; Lise Informenion Duta Base (LIDB) of billing number informacion asocisted with BST exchange ines used for Local Exchange Compeny's resele of local exchenge service or Service Pronder *iumber Porabliry (SPNP) arringements requerted by Local Exchange Company on bethalf of tocal Exctange Company's eed user. BST mill store is its dan bese be relevans bulling oumber $\therefore$ Cicracicoa and BST will provide resposses to 00 -line. call-by-call queries io this information Sor pu-poses specifed below.

L:DB is accessed for:

- Billed Number Screening
- Calling Cand Validarion for Calling Cards issued by BeUSouth - Frava Control


## [1. DEFLNTIONS

:21. Billing gumber - a sumber used by BST for the purpose of ideatherge an account lable or :targes. Tais aumber may be a lise or a specta billing oumber.
 1ssoc:ated unth a resold local exchagge service, or unch a SPMP artagemeat

203 Spectal billing aumber - a ten digit oumber hat idenafes a blling account esuablisted ty
3ST a cocesector mith a resold local exchange sernce or inth a SP:NP armagement
:24. Calling Card sumber - a billing oumber plus PDN oumber asgiged by BST.
2.05 PN number - a four digit secuntry code assigpe' by BST which is acded to a bulling Aumber to compose a fourteen digt calling card aumber.
2.06. Toll billing exeeption indicstor - asociated with a billing oumber to indicate chas it is coasidered invalid for billing of collect calls or third aumber calls or both by the Local Excharge Company.

207 3illed Number Screening - refers to the activity of determining whetber a will billing Exceptea sdicator is preseas for a particular bulling aumber.
: 88. Calling Card Validarion - refers to the setinty of denemining whether a partewar callieg :ard oumber exirs a sated or otherwise provided by a caller.
: 09. Billing aumber information - information about billing oumber or Calling Card sumber is assigeed by BST and will billing exceppion indicator provided to BST by tha Local Exchango Company.

## IIL. RESPONSIBLITIES OF PARTES

; 01. 3ST will include billing oumber niformacon asoc:ated unth resold exchange liees of ミ?MP imingements in it LIDB. The Local Exchange Company will request any toll biling :xieptiocs , ia :te Local Sernce Request (LSR) form used to order resold exchange ines. or tee 5?N? sernce :equest form used to order SPNP arthegements.
; 22 . U-ider normal operang conditions. BST shall include the billing oumber informasca a is L:DB upon completion of the semce order establishing either the resold local exchange iennce or the SPNP arrangemeat pronded that BST shall sot be beld responsible for any deiay ar iulure in periformance to the exeest juch delay or failure is caused by curcumances or zondicons beyoad BST's reasoable control. BST will store in its LDB an unlimited volume of the workang telephone aumbers usociated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines of for SPNP arragements, BST whil issie A.e. based calling cards only in the amme of Local Exchagge Comperry. BST will oor issue inezased salting cards in the anme of Local Exchange Company's individual end users. ta the event :.at Local Exchange Compeny wants to include calling card oumbers assigned by the Local Exctange Cornpany in the BST LDB, a separte squement is required.
: 03. SST will provide repponses to 00 -line. call-by-call queries to the stored information ior the specific purposes listed in the oext parapraph
; 04. BST is anthorized to use the billing number informarion to perform the followng turcrons for authorized users on an on-line basis:
(a) Validata a 14 digt Calling Card sumber where the firs 10 digts ar' a ine :uncor of special billing oumber wsigned by BST. and where the !as four digit (PM) are a iccurnty cide ssigned by BST.
b) Je:emine whether the Local Exchange Company has idenafied the billing
-i-mber as oce which should not be billed for collect or thind number calls. or '2-th
; 05 BST will provide seven days per week. 24-hours per day, frund cootrol and detecto0 sernces. Teese services include, but are not limited to, such feanres is sorang Calling Card Fraud ferecson according to domeste or internanocal calls in order to assist the plapoinnag of ;ossible theft or fradulent use of Calling Card aumbers; ronitoring bild-w-chird oumber and : vilect cails made to numbers in BST's LIDB, pronded such informacion is included in the LIDB query, and establishing Account Specific Thresholds, at BST; sole discretion, when necessary. Local Exchange Compeny understands and agrees BST. Will adminirter all data stored a the LIDB. including the data provided by Local Exchange Compary pursunat to this d Freenent in the same mancer as BST's dats for BST's end user curtomern. BST shall sot be :spocsible to $L \propto a l$ Exchange Compeny for any lost revenua which may result from BST, idrinistation of the LIDB pursuant to its erablisted practices and procedures as they exirs and is they may be changed by BST in its sole discretion from time to time.
; 06. Local Exchange Compeny undersands thas BST surrently bas in effect aumerous billing Ind collection agreements with various interexchange carriers and billing clearing bouses. ioc2: Exchange Company further undersands that these billing and collection curtomens of BST query 3ST'; LIDB to determine whether to aceept various billing opcions from end userz.

Addiconally, Local Exchange Company understands that presendy BST has no method is

AFernone bermeen BST; own bulling and line data in the LDD and fuch tan wack is :cludes in the LDB on Local Exchange Company's zetaif pursuant to tha Agreemect -.iertiore. anel such time as BST can and toes unpiement in is LIDB and its rupporang
 ;arses to tha Agreemeat execute appropnace amendmeats hereto, the followng :ent and :secticons shall apply:
a) The Local Exchange Company agrees that it will accept responsibliry for e.ecommunicacons services billed by BST for its buling and collection curtomers for Local Exchage C:urtomer's end user accounts which are resideat in LIDB pursuant to this Agreemest Local Exchange Company authonzes BST to place such charzes on Local Exchange Company's bill from BST and agrees thas it shail pay all such charges. Charges for which Local Exchange Company bereby takes responsibility include, but are not limited to, collect and third number :3/s.
b) Charges for such sernces shall appear on a separue BST bull page idencfied whth :.e -ame of the encry for which BST is billing the charge.
(c) Local Exchange Company shall have the responsibility to reoder a bulling staicencen to its end users for these charges, but Local Exchange Company's obligarion to pay 3ST for the charges billed shall be indeperdent of whetber Local Exchange Compeny is able or not to collect from Local Exchange Company's end users.
(d) BST shall not become involved in any disputes berwoen Local Exchange Company and the entries for which BST performs billing and collection. BeUSoum wnld $00 t$ Ssue adjurments for charges billad on behalf of an entry to Local Exchange Compeny. It steil
$x$ 'the rerponesblity of the Local Exctange Company and the other enory to cegocate ied 1range for ary approprate adjurtuents.
rv. COMPLLANCE

C-iess expressly authonzed in wnang by the Local Exceange Company, wl billing
Oumber information provided pursuant to this Agreerneat shall bo used for no purposes other
$\therefore$ an those set forth in this Agreement

## V. TERMS

This A greemeat will be effective as of $\qquad$ 1996, and mil sonanue in effect for one year, and thereatier may be conmoued unal terminated by cither party -pon thurty (30) days wniten cocice to the other party.

## VT. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company will not be charged a fee for rornge sernces pronded by BST to the Local Exchange Compeny, as described in Section I of this A greememt
502. Sales. use and all other taxes (excluding taxes on BST's income) determine by BST of Ley 2 axing authonty to be due to any federal. state or local taxing jurisdiction mith respect to the provsion of the service set forth berein will be paid by the Local Exchange Company. The Local Exchange Company shall have the nigh to have BST cootest whth the imposing , insdiction, as the Local Exchange Company's expense, any such waxes that the Local Exctange Company deems are improperly levied.

## VII. INDE.MNTICATION

To the extent cot probubited by law, each party will indemnify the otter and hold the oter tarmens against any loss, cost, claim, injury, or liability relating wor arising out of
regigence or milliul miscooctur by the indemathiag party of its afers of coatration in :oaseceno whith the isdemnifyisg party' 1 pronsion of semces. pronded towever. that any
 smussions $a$ tee provision of sernces under the A greemeat shall belimitet as othermse ipectifed in this Agreement. The indemnifying party under bis Sectoa agrees to defeed any sut zrought 2 ganar the other party for any such loss, cort elam injury or liability. The indemafied Farty agrees to coafy the other party promply, is wning, of any wnitea ctims lawnuls, of temands for which the other party is :3ponsible inder bis Secrion and to coopentie in every
 Lable under this Section for serifement by the indemanfed party of any claim. lawruit, or demend unless the defense of the claim. lawsuit, or demand has been tenderod to it in wnang and the ademnifying party has unreasocably failed to sarume such defense.

## vili LEMITATION OF LUBLITY

Ne:ther party ghall be liable wh other party for any lon profes or revecues or for any -idirect acidental or consequential dameges incurred by the otber perry arsing from the a greement or the services performed or sot pefformed berrusder, regardess ot the cause of suca coss or damage.
[K YISCELIANEOUS
701 . it :s underrood and agreed to by the fartes thas BST ray provide simular sernces to

 accorcacese with and subject to. all applicable local. state or federal legal and reguatory antis. -1ings. and other requrements of the fediral cours. the U. S. Deperment of Jurtice and sate ind fecteral regulatory agencies. Vothing in this Agreement shall be constried to cause eiter Fary to nolate any such legal or regulatory requrement asd etther party's obligation to perform itall be subject :0 all such requrements.
903. The Local Exchange Company apres to submit to BST all advertasing, ssles promotion, press releases, and other publiciry maters relaning to this Agreesent wherein BST' 1 corporate or Tade names. logos, trademarks or service marks or those of BST; afflinted companies are nenconed or language from which the consection of said ammes or tridemarics theremith =ay be Fiered or implied: and the Local Exchange Company further aqrees sot to publish or use 2cverasing, sales promotons, press releases, or publiciry matery whour BST: pror wntien 2pproval.
904. This Agreement constitutes the entire agreement berween the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or wniten represeacanons. staterents, aegotimions, understandings, proposals and underaidings with respect to the subject r.arer hereof.
705. Except as expressly provided in this Agreement if any part of this Agreement is veld of secrucued to be invalid of unenforceable. the validity of any other Sector of the A recent
 Anent ot this A greercent

7 ©6. Neither party shall be held liable for any delay or failure ia performance of any part of
 si God. acis of civil or miliary authonty, government regulations embargoes, epidemics. ar :erronst acts, nous, insurrections, Ares, explosions, earthquakes, suclest accidents. Sods, sixes power blackouts, volcanic action, other major environmental dirnrbances, inurually severe weather conditions, inability to secure products of services of other persons or traporation facilities, or acts or omissions of tranporacion common carriers.
907. This Agreement shall be deemed to be a contract made under the laws of the Suse of Cecrgan and the construction interpretation and performance of this Agreement and all rasaccors hereunder shall be governed by the domestic law of such State.

O WTINESS WHEREOF, the parcea bave caused this Agroement io be execsied by Lers t.llly amborized oftcers.

BELLSOLTH TELECOMMLNTATIONS. NC.
By:
Tide: -
Date:
Address:


THE LOCAL EXCHANGE COMPANY

By:
Tide:
Data:
Address: $\qquad$

## Attachment C-6

## Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation
Description: Provides a customer the ability to receive validation of billing information through query of data stored in BellSouth's LIDB data base. See below for additional information.

State(s): All

| Rate Elements | Doscription | Monthly | Non. Recurring |
| :---: | :---: | :---: | :---: |
| LIDB Common Transport | Provides for transport of the customers query from the LIOB Location (RSTP) to the data base (SCP). This charge will apply each ome the customer requesta and recerves validabon of a BellSouth calling card or requests and recerves the status of a billed number associated whil a LEC line stored ir the leISouth LIDB | \$000030 | - |
| LIDB Validation | Provides for query of data resident in BellSoutr's LIOB This rate will apply each teme a customer requesta and recerves validation of LEC calling card or requesta and recenes the status of a billed number associated whth a LEC line stored in BellSoutris LIDB. <br> As set forth in Altachment C-5 (UJDB Storage Agreement), preceding. each tme an ALEC data is used, BellSouth will compensate that ALEC at a rate of $40 \%$ of BellSouth's LIOB Validaton rate per query | 5003800 | - |
| Originating Point Code Establishment or Change | Prondes for the establishment or change of a customer requested Onginating Point Code Tha charge will apply each ome the customer establiahes or changes a point code desination identifing one of hat locasons or a location of one of has end users. | - | 89100 |
| CCS7 Signaling Connections | Raves. terms and condreons for CCS7 Signaling 'Connectons are as set forth in Section E6 6 of BellSouth Telecommunicaton's inc's intrastate Access Services Tanff |  |  |

## Attachment C. 7

## Unbundled Products and Services and New Services

## Service: Signaling

Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

| Rate Elements | Monthly Rate | $\begin{gathered} \hline \text { Recurring } \\ \text { Rate } \\ \hline \end{gathered}$ | Non. Recurring | Applied Per |
| :---: | :---: | :---: | :---: | :---: |
| cCS7 Signaling Connection | 515500 | - | 351000 | s6xpos 'aclay |
| Provices a two.way digral 56 Kbps dedicated |  |  |  |  |
| Doint of interiace in a LATA to a Bellsouth STP |  |  |  |  |
| Each customer's connecton requres ether a par or a guac of agnaing connectoons. |  |  |  |  |
| 57 Signaling Termination | 535500 | - | - | STP Port |
| Pronces a customer dedicated point of interlace |  |  |  |  |
| at the BellSouth STP for each of the customers s57 concectons |  |  |  |  |
|  |  |  |  |  |
| CCS7 Signaling Usage* | - | $\$ 0000023$ 50000050 | - | $\begin{aligned} & \text { Call Set Up Msg } \\ & \text { TCAD Msg } \end{aligned}$ |
| Relers to the messages traversing the BellSouth signaing network for call set-up and non call setwp | - | 50000050 | - |  |
| $\begin{aligned} & \text { signaing } \\ & \text { purposes } \end{aligned}$ |  |  |  |  |
| CCS7 Signaling Usage Surrogate* | 339500 | - | - | 56 xots 'aciury |

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service
Description: Provides Operator and Automated call han fling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

| Rate Elements | State(s) | Monthly Recurring | Applied Per |
| :---: | :---: | :---: | :---: |
| Operator Provided Call Mandling | All | 81.17 | Par Work Minute |
| Call Completion Access Termination Charge | Alabama | 5006 | Per Call Atiempt |
| This charge will be applicabie per cail attempt | Florica | \$006 | Per Call Artempt |
| and is in addition to the Operator Proviced | Georgia | 3006 | Per Call Attempt |
| Call Hancling charge listed above | Kentucky | 5006 | Per Cail Artempt |
|  | Loursana | 5006 | Per Call Artempt |
|  | Mississippi | 50.06 | Por Call Artempt |
|  | N Carolina | 50.08 | Per Call Attempt |
|  | S Carolina | \$0.08 | Per Call Artempt |
|  | Tennessee | 5012 | Per Call Atremot |
| Fully Automated Call Handling | All | 5015 | Per Attempt |
| Operator Services Transport |  |  |  |

Service: Directory Assistance Access Service (Number Services)
Description: See below


Service: Busy Line Verification and Emergency Interrupt
Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrup:-

State(s): All
Rates, Terms and Conditions: In all states, rates, terms and conditions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.

## Attachment C-11

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)
Description: CMDS-Hosting is the Belicore administered nationa! system used to exchange Exchange Message Record (EMR) formatted message data among host companias.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System described in Attachment C-12 following.

State(s): All

| Rate Elements | Description | Monthly |
| :---: | :---: | :---: |
| Message Distribution | Message Distrbution is rouing determination and subsequent delivery of message data from one company to another. Aiso included is the interface function with CMDS, where appropnate This charge is applied on a per message basis | SO 004 |
| Data Transmission | This charge is applied on a per message basis | SOCO. |

## Attachment C. 12

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)
Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

| Rate Elements | Billing and Collections Fee Retained by Billing Co. | Applied Per |
| :---: | :---: | :---: |
| NSPRS - intrastate FL and NC | 30.066 | message |
| NSPRS - intrastate all other Bellsouth states | \$0.05 | message |
| NSPRS . CATS | 5005 | mpssage |
| NSPRS - non-conterminous | 5016 | message |

Contrace Pronaions for RAO Hesung and NSPRS

## SECTICN ${ }^{\prime}$ SCOPE OF AGREEMENT

31 This Agreement shall apply to the services of Revenue Accounting Cfince (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as orovided by BeilSouth to the ALEC. The terms and condrbing for the arovisions of these semces are outined in the Exhibrts to thil agreememt.
$\qquad$
SECTION 2. CEFINITIONS
2.01 A. Centrilized Measage Distrbition Syatith is the BeuCors acministered national sybtem, based in Kanses City, Miseoun. used to exchange Exer.ange Message Record (EMR) formated tata among hoet companies.
B. Cemenasation is the amount of money due from Seusouth to the ALEC or from the ALEC to BellSouth for services and/or 'aclittes provided under this Agreernent.
C. Exehange Menseg Recend is the nattonally administared standard formet for the exchange of datia among Exchange Camers within the teiecommunications industry.
D. 'ntermenesoy Setementa (ICS) is the revenve associsted with charges billed by a company other than the compery in whose service area such charges were incurred. ICS on a nattonal leval includes third number and crocit card calls. ICS witin the Beilsouth region incluces third number. credie cand and collect calla.
E. Masace Dintibution is routing datermination and subsequent delvery of messege datia from one company to another. Aso inctuded is the interface function with CMOS, where appropriatio.
F. Neo-Sant Prid Repoc Syatem (NSPRS) is the sybtem thet cajculated ICS amounts due from one company to ancther in the state of Fionde.
 erritenge compeny/atiom ate local excfange compery if ar has been askigned $\frac{2}{}$ unique RAO code. Messege cetta exehanged among RAO stritus companies is grouded (l.e. gacked) socorsing to fromvTo/Bill RAO comeinationa.

## sĖCTION 3. RESPONSIBILTIES OF THE PARTES

301 RAO Hosing and NSPRS semces provided to the ALEC by BellSouth will be in accorctance with the methods and practese regularty acopted and appilied by Beulsouth to ta own ocerabons durng the term of :his Agreemert including such revisions as may be mede from ume :0 time by Bewsont.
 'or the provsion of RAO Hewting and NSPRS.

SECTION 4. CCMPENSATION ARRANGEMENTS
401 Appicabio compensation amounts will be bilted by Belsouth to the ALEC on a monthiy basia in arrsers. Amounts due from one party to the other (excluding sdjustmenta) are payabie within tirty ( 30 ) says of receivt of the billing stationent.

## SECTION 5. ASSOCLATED EXMIRTS

SO9 b.sted telow are the exhibits ascociated with this Agroemert.
Exhibi A Meseege Dismibution Service (RAO Hoting)

Extibin I Intercompany Sottomenta (NSPRS)
502 From trie to tine by writen agreement of the garsee. rew Extibita may be subeturted for the atrached Exhibits, suporseding and sanceting the Extionts then in effect

## SECTION Q TERM OF AGREEMENT

# 301 This egremernem is affective <br> $\qquad$ and will centinue in torce  a writing from enther party to the other. This Agreament may 50 arrenced from trme to ume upon wrtten agreemem of this gartes. 

Erecuted this $\qquad$ day of 1996.

ATNESS:
ThEALEC
(ton)

ATNESS:
BELLSOUTH TELECOMMUNICATIONS,INC
( 480 )

## SECTCN 1. SCOPE OF EXMIBIT

> 1. 1 This exfibit specried the :erms and condrtons, netuding compensatson. .rcer which BeilSouth shail grovide mesasege distribution service to - ALEC is $\operatorname{sescrited}$ neroin, ressage distributon survice incucea -- following:

1) Message Fenwarding to Intraregion LECIALEC . Minction of -ecenving an ALEC messege and forwarting the measege to another LECIALEC in tha Beilsouth region.
2) Mesasege Fonwerting to CMOS. Ancton of receiving an ALEC ressege and forwarting tind messege on to CMOs.
3) Message Forwarting fiom CMOS . Hr Bon of reconng a meseage trom CMOS and forwarding thet message to the ALEC.

## SECTION 2. RESPONSIBIUTEES OF THE PARTIES

2.01 An ALEC thet is CMOS horted by Belsouth must have tis own unique RAO code. Requests for establithment of RAO stithe whers Bealsoum I the selected CMDS interfacing hoet, require written nouflcation from tre ALEC to BellSouth at lesst six (0) weelks prior to the progosed effective date. The procoeed effective datio will be mutuely agresd - con between the pardes with congideration given to trme necessary 'or the completion of required Beicore functione. Beilsouth will -equest the aseignment of an RAO code from tas connecting contractor. cirrenty seulCore. on benalf of the ALEC and will coordinath ail associsted corversion activitees.
2.02 Эeilsouth will recsive messeges from the ALEC that are to be procesened by Belsouth, another LECIALEC in the Beulsouth region of a LEC outside the Bellsouth region.
2.03 GeilSouth will perform invoice sequence checking, standard EMR 'ormat editing, and belancing of meesage data with the EMR treiber - ecord counts on all data recelved from the ALEC.
2.04 All data recaned from the ALEC that is to be proceseed or billed by another LECIALEC within the Bellsouth region will be dietributhed to In at LECIALEC in accordance whth the agreement(s) which may be in offect between 8allSouth and the invelved LECIALEC.
2.05 All deta recieved from the ALEC that is to te placed an the CMOS - arwork for clatinbution outaice te beilSouth region mill be hancied $n$ acoordance writh the agresment(s) which may be in offect zetween EailSouth and its connecting contractor (curtently Beik.ore).

2:0 ZeilSouth wil recense ressages trom the CMDS nefmink that are :esuned to 8 processed by the ALEC and will forward them to the ALEC On a darly basas.
2.07 Transmission of mesesage data tefween BailSouth and the ALEC will ze via silectronic data tranemission.
2.28 All measeges and related fati exchanged beewnen Beilsouth and the ALEC will be formatud in accordsence with sccepted induttry standerds 'or EMR formatted records and packed beewten appropriatis EMR -esder and trailer eecords. aiso in accordance with acceptad rodustry standards.
2.09 The ALEC will ensure thet the recorted messege detal neceesery to recreate files provided to Betlsouth will be maintained for beck-up purposee for a period of three (3) calender monthe Deyond the related mossage datee.
2.10 Should it become necessary for the ALEC to send data to Bellsouth more than surty (30) deys pest the meesage date(s), thet ALEC will -outy Berlsouth in solvence of the tranemission of the date. If there will be impacts outside the Bellsouth region. BellSouth will work with is connecting contractor and the ALEC to notry all affected parbee.
2.11 In the event that datie to be exchanged between the two pardee ahould cecome lost or deetroyed, Doth partes will work together to setermine the source of the problem. Once the cause of the problem has been jointly determined and the reeponsible party (Beilsouth or the ALEC) centified and sareed to, the company reaponsible for creatng the data (Bethsoun of the ALEC) will make every offort to have the affected datil restored and retrenemited. If the data cannot be revioved, the - asponsible party will be liebia to the other party for amy reeultung ost revenue. Loet revenue may be a combination of ruvenues the could not be billed to the end users and associated access revenues. Both pardes will work together to estrmate the revenua amount based upon historical data trough a method mutually agreed upon. The - esulting estimated revenue loss will be paid by the responsible farty to the other party within three (3) calendar monthe of the date of problem resclution, or as mutually agreed upon by the partbes.
2.12 Shoudd an error be dotwated by the EMR formet edite performed by Beasavil on datia recervec from the ALEC. The entire gack contraning the afflucted data will not be processed by Botisourt. Beilsontin wht rotfy the ALEC of the orrox concition. The ALEC will corruat the gror (s) and will resend the entre pack to Beilsouth for groceseing. n tre ovent that an our-or-sequience concition cocura oi subsecuent zacxs. :re ALEC mill resend these packs to BellSouth a fer the gack iontaining the orror has been succesatuly reprocessed by Beilsouth.
2.13 in association with messege distribution service. Bellsouth mill provice ine ALEC with associated intercompany settements roports (naboned and regionel) as appropnata.
2.:4 In no case shall outher party be liable to the other for any elrect or sensequental demages neurred sa a reevit of the obigatoms sek ove $n$ this agreement.

## SECTION 3. CCMPENSATION

3.01 For messege distribution service provided by Bellsouth for the
ALEC. Bellsouth shall receive the following as compensation:
Rate Per Mensege
$\$ 0.004$

302 For fata transmission sascisted with meseage distribution service. EellSouth shall recoive the followng as compensation:

Rate Por Mesesge $\quad \$ 0.001$
$(1)^{-2} ?$
 and the ALEC for the purpose of data rensmistion. Where a decicatiod ine is regirod. The ALEC will be rosoonsibio tor ordering the circurk zverseand ite ingtataston and coorginating the installeston with EeilSouth The ALEC will aleo be responsibie for afy charges associated with this line. Equipment reaured on the Beilsouth end :o ar:ach the line to the mainframe computer and to vaisumk suceasstulty ongoing will be negotated on a case by cise basie. Where a diatup facility is requred. dial circurts will be instalied in the BeilSouth data center by BollSouth and the assceasted cinargee assessed to the ALEC. Addifonaliy, all meseage toll charges associsted with the use of the diel circuin by the ALES will be the - esconsibulity of the ALEC. Associeted equipment on the Beilsouth ond. inctuding a modem, will be negotatiod on a case by caes bese zetween the parsee.
3.CA All equipment inctuding modems and softrare. Fitat is requred on the ALEC end for the ourpose of asta transm. seion will be the responsibility of the ALEC.

> Exhion :

SECTION 1. SCOPE OF EXHIBIT

- 01 This Expibit specries the terms and concrions. iqeluding
:Ercensatoon. under which 8oilSouth and the ALEC will compensate each other for Intercempany Sortements (ICS) messagee.


## SECTION 2. RESPONSIBILITIES OF THE PARTES

2.01 Beilsouth will remt to the ALEC she revence. wa bulling charge. 'Or IntraLATA ICS meseoges. Local ICS measages. and charges for zther services when rolated mesasiges anc/or semces are grovided by the ALEC and billed to:

1) a BeilSouth eustomer.
2) another company within the leellSouth region (axcuding Flonda) associsted with the exchange of mesesge data with Bessouth (exctuding CIID and 891 messeges).
3) another company within the contermincus Unitied States thet utilzee CMDS directly or indirectiy and semed with Bollsoun directity or indirectly through the Credk Card and Third Number Sertement Syatern (CATS) administered by BowCore.
4) another compeny utilbing the non-conterminous RAO codee associatisd with AT\&Ts Trenspon and Traciding Intercompery System sowements with BeilSouth.
2.02 These other services inctude, but are not limited ta:
5) Merturna Mobie Radioteiophone Services radio link charges as sest forth in the FCC's Mantime Mobile Radictaiephone Services tarin.
6) Aviation Radiotalephone Service radio link chargee as set fortr in the FCC's Avtation Radiotelephone Service tant.
7) Pubitc Land Mobile Radiotsiephons Transient-Unik Non-Tol Service chenges as approved by the authorized station reguletsry commission (or municipal regulatory authonty).
8) Nor-Toll Semice Charges billed to a calling card of to a third number as filed with and aporoved by the authortzed state refutetary commisesion (or municipal regulatory authonty).
9) Oirwetory Asaigtanca Call Chargee to a calling card or to a third number as approved by the authonzid regulatory :immisaion.
2.03 The ALEC will bill, collect and remt to BeilSouth the charges for ntraLATA andor locel ICS measegen and other services as sescribed above where such meseseges and/or servicet are provided by:
10) BellSowth.
11) another comparyy within the Bellouth region (exetuding Fionda)
 (oxctuaing CIIO and 881 meeseget).
12) another company writhin the corterminous Unitid Station thet utlizes CMDS directly or indirectly and seclee with Belsoun directly or indlrecty through the Credit Card and Third Number Sertement Syztem (CATS).
2.04 For ICS revenues involving the ALEC and other nor-Beasouth LECE/ALECA writin the stats. Beulsouth will provide the ALEC with montily recorts summarizing the iCS revenues for meseages thet criginated with the ALEC and were billed by esch of the odher Fionda LECe/ALECs and those messeges that onginated with esch of the sther Flonda LECe/ALECs and wore billed by the ALEC.

## SECTION 3. CCMPENSATION

309 Tre forlowing compensatuen spall se cetairec by te billing company 'or :-0 silling of ICS messeges anc services:

## Qate Per messace

-) Eails ergiratec ance oilled in Fienca 30 :66s
or srigirated and olled in Noren Carolina
Calls onginated in any of the states muthin
50 Cs
GeilSouth region and billed in that same state
2) Calls onginated in a stato within Beilsoutris 30.65 - ogion and billed in another state or onginated $n$ anotreer state and billed in a state mithin geilsoutris recion
3) Calls onginated in a state within BelliSoutris 30.16 -ogion and billed outsice the conterminous United States

Unbundled Products and Services and New Services

Service: Virtual Collocation
Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

State(s): All
Rates, Terms and Conditions: In all states, the rates, terms and conditions will be applied as r at forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

## Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)
Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain. and repair this equipment."

State(s): All
Rates, Terms and Conditions: Rates as attached

Rates for Physical Interconnection

| Rate Element | Application/Description | Type of Charge | Rate |
| :---: | :---: | :---: | :---: |
| Application Fee | Applies per arrangement per location | Nonrecurring | Turiff Rates (Same as Virtual) |
| Space Preparation Fee | Applies for survey and design of space, covers shared building modification costs | Nonrecu-ring | ICB - See Note 1 Will not be less than $\$ 1800$ - not to exceed $\$ 8500$ unless HVAC or power plant upgrade. If so. rates to be ICB |
| Space Construction Fee | Covers materials and construction of optional cage in 100 square foot increments | Nonrecurring | $\begin{aligned} & \$ 29.744 .00 \\ & \text { See Note } 2 \end{aligned}$ |
| Cable Installation Fee | Applies pur entrance cable | Nonrecurring | Taniff Rates (Same as Virtual) |
| Floor Space | Per square foot. for Zone A and Zone B otfices respectively | Monthly Recurting | \$750/\$6.75 See Note 3 |
| Power | Per ampere based on manufacturer's specifications | Monthly <br> Recurning | \$5.14 per ampere |
| Cable Support Structure | Applies per entrance cable | Monthly Recurning | \$13 35 per cable |
| POT Bay | Optional Point of Termination bay, rate is per DS1/DS3 cross-connect respectively | Monthly Recurring | $\begin{aligned} & \$ 120 / \$ 500 \\ & \text { See Note } 4 \end{aligned}$ |
| Cross-Connects | Per DS 1/DS3 respectively | Monthly Recurring | \$8.00/\$72.48 |
| Security Escort | First and acditional half nour increments. per tariff rate in Basic time (B). Overtime (O) and Premium time ( $P$ ) | As Required | $\$ 41.00 / \$ 2500 \mathrm{~B}$ $\$ 4800 / \$ 30000$ $\$ 5500 / \$ 3500 \mathrm{P}$ |

Note 1
Note 2

Note 3
Note 4: Applies when collocator does not supply their own POT bay

BellSouth Zone A Oflices - as of May 1996
EX=Exempt from Physical

| STATE | CITY | OFFICE | CLLI 1 , ${ }^{\text {a }}$ | TATUS |
| :---: | :---: | :---: | :---: | :---: |
| AL | Birmingham | Main \& Toll | BRHMMALMA | A EX |
|  | Montgomery | Main \& Toll | MTGMALMT |  |
|  | Mobile | Azalea | MOBLALAZ |  |
| FL | Boca Raton | Boca Teeca | BCRTFLBT |  |
|  | Fort Lauderdale | Main Relief | FTLDFLMR |  |

Cypress
FTLDFLCY

|  | Plantation | FTLDFLPL |  |
| :---: | :---: | :---: | :---: |
| JJacksonville Beach | Main | JCBHFLMA |  |
| ! Jacksonville | Arlington | JCVLFLAR |  |
| 1 | Beachwood | JCVLFLBW |  |
| \| | Clay Street | JCVLFLCL |  |
|  | Southpoint | JCVLFLT | EX |
|  | Normandy | JCVLFLNO |  |
|  | Ruverside | JCVLFLRV |  |
| , | San Jose | JCVLFLSJ | EX |
| \| | San Marco | JCVLFLSM |  |
| I | Westconnett | JCVLFLWC |  |
| , | Mandarin Avenues | MNDRFLAV | EX |
| I | Mandanin Loretto | MRDRFLLO |  |
| Lake Mary | Lake Mary | LKVRFLMA | EX |
| Miami | Gande | MaAMFLGR |  |
|  | Palmetto | MAAMFLPL |  |
|  | Alhambra | MIAMFLAE |  |
|  | Bayshore | MIAMFLBA |  |
|  | Metro | IMIAMFLME |  |
| Melbourne | Main | MLBRFLMA |  |
| Orlando | Magnolia | ORLDFLMA |  |
|  | Azalea Park | ORIDFLAP |  |
| ! | Sand Lake | ORLDFLSL |  |
| I | Pinecastle | ORLDFLPC |  |
| ! | Pinehills | ORLDFLPH | . |
| West Paim Beach | Annex (Main Annex) | WPBFFLLAN |  |


| GA | Athens | Athens | ATHNGAMA |
| :---: | :---: | :---: | :---: |
|  | Atlanta | Courtand St | ATLNGACS |
|  |  | Peachtree PI | ATLNGAPP |
|  |  | Buckhead | IATLNGABU |
|  | ' | East Point | ATLNGAEP |
|  |  | Toco Hills | 1ATLNGATH |
|  | ; | Sandy Springs | ATLNCIASS |
|  | Lilburn | Lilbum | LLBNGAMMA |
|  | Smyma | Power Ferry | SMYRGAPF |
|  | 1 | Smyma Main | SMYRGAMA |
|  | Tucker | Tucker Main | TUKRGAMA EX |
|  | Roswell | Roswell Main | RSWLGAMA |
|  | Vorcross | \| Norcross Main | NRCRGAMA |
|  | Maneta | Manetta Main | MRRTGAMA |
|  | Dunwoody | Dunwoody Main | DNWDGAMA |
|  | - Hpharetta | Alpharetta Main | A PPRGAMA |
|  | Columbus | Columbus Main | CLMBGAMT |
| KY | Louisville | Armory Place | LSVLKYAP EX |
|  | $!$ | Westport Rd | LSVLKYWE EX |
|  |  | Beechmont | LSVLKYBE |
|  |  | Bardstown Road | LSVLKYBR EX |
|  |  | Fem Creeek | LSVLKYFC |
|  |  | JTown | LSVLKYT |
|  |  | Mathews | LSVLKYSM |
|  |  | Third Street | LSVLKYTS |
| LA | New Orleans | Main | NWORLAMA |
|  | Baton Rouge | Main | BTRGLAMA |
| MS | Hattiesburg | Hattiesburg Man | HTBGMSMA |
|  | Jackson | Cap Pearl | JCSMMSCP |
|  | Vicksburg | Vicksburg | VCBGMSMA |
| NC | Cary | Central | NARYNCCE |
|  | Chapel Hill | Rosemary | CPHLNCRO |
|  | Charlotte | Caldwell | CHRLNCCA |
|  |  | South Boulevard | CHRLNCBO |


|  |  | Denta | CHRL NCDE |  |
| :---: | :---: | :---: | :---: | :---: |
|  |  | Erwin | CHRLNCER |  |
|  |  | Lake Point | CHRLNCLP |  |
|  |  | Reid | CHRLNCRE | EX |
|  |  | Sharon Amuty | CHRLNCSH |  |
|  |  | Unuversity | CHRLNCL, | EX |
|  | Greensboro | Eugene St | GNBONCEU |  |
|  | Raleigh | Morgan | RLGHNCMO |  |
|  |  | New Hope | RLGHNCHO |  |
|  | Salisbury | Main | SLBRNCMA |  |
|  | Winston Salem | Fifth Street | WNSLNCF! |  |
|  | Ashuille | 10'Henry | AHVLNCOH |  |
| SC | Charleston | Dial \& Toll | CHTNSCDT |  |
|  | Columbia | Senate St | CLMASCSİ | EX |
|  |  | At Andrews | CLMASCSA |  |
|  | Greenvile | D\&T | GNVLSCDT |  |
|  | , | Woodruff Road | GNVLSCWR | EX |
|  | Spartenburg | Main | SPBGSCMA |  |
| T. | Knoxall | Main | KNVLTNMA |  |
|  | Memphes | Barclet: | MMPHTNBA |  |
|  |  | Chuckasaw | MMPHTNCT |  |
|  |  | Eastland | MMPHTNEL |  |
|  |  | Germantown | MMPHTNGT |  |
|  |  | Maın | MMPHTNMA | EX |
|  |  | Oakville | MMPHTNOA |  |
|  |  | Southland | MLPHTNSL |  |
|  | Nashville | Main \& Toll | NSVLTMMT |  |
|  |  | Aurport | NSVLTNAP |  |
|  |  | Brentwood | NSVLTNBW |  |
|  |  | Cneve Hall | NSVLTNCH |  |
|  |  | Donelson | NSVLTNDO |  |
|  |  | Inglewood | NSVLTNTN |  |
|  |  | Sharondale | NSVLTNST |  |
|  |  | University | NSVLTNUN |  |

## Attachment C. 14

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided via a Standard License Agreement.

## Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop
Description: Provides the connection from the serving central office to a subscriber's premises. it is engineered to meet the same parameters as a residence or business erchange accesa line.

Information relative to multiplexing of the Unbundied Exi:hange Access Loop is described in Attachment C. 18 following.



| State's): | N Carolina |  |  | 5 Carolina |  |  | Tennessee |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Mate Elements | Montiniy | $\begin{aligned} & \text { Nonroculting Chalges } \\ & \text { Fi,st Adsi } \\ & \hline \end{aligned}$ |  | Mantiny | $\begin{aligned} & \text { Ronlecurfing Charger } \\ & \text { firat Adf! } \end{aligned}$ |  | Monthiy | $\begin{aligned} & \text { honloculting Chatges } \\ & \text { First agat } \end{aligned}$ |  |
| actese | 13003 | 31400 | 1450 | 32500 | 11400 | $14 \infty$ | 32500 | 11400 | $\cdots x$ |
| $A c=e s s i \subset C$ | 311.85 | 57189 | N/A | 15000 | 1970 | N/A | $\$ 000$ | 1860 | $\cdots 1$ |
| 1. 8 Miles | 1215 | nA | N/A | \$205 | N/A | nNA | 3205 | N/A | 4.4 |
| - 9.75 Min | 32.15 | NA | NA | 1200 | N/A | NA | $12 \times 0$ 31 | N/A | * |
| Qre: 35 vies | 8215 | N/A | N/A | 8185 | NA | NA |  | NA | $\cdots$ |

## Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops
Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DSi level for connection with the ALEC's point of irterface. The multiplexing can be done on a concentrated basis (delivers at 2 IJS 1 level to customer premise) or on a non-concentrated basis (delivers at 4 DS1 level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice charnel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.


| State(s) Kantucity |  |  |  | Loulatana |  |  | Missisaliged |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Rate Elememt | Monthly Rate |  |  | Montinly界影 | Nontecurrin Firet | Chaige Add 1 | Monthly Rate | First | $\begin{aligned} & \text { arge } \\ & 941 \end{aligned}$ |
| Unbuncied toce Cranceliation Sytem (OS1 to VG). Per Sy 5 tem | \$54000 | \$496 0 | N/A | 35300 | 851000 | N/A | 35000 | $3450 x$ | -2 |
| Contrai Orice Crames ineriace isercua soecric <br> zugun ecwipment! <br> 1. jer ores. | 81601 | 880 | 8800 | 1160 | 380 | 3800 | 8170 | 3600 | $36 x$ |



## Attachment C-17

## Unbundled Products and Services and New Services

## Service: Unbundled Exchange Ports

Description: An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides se. Ice enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing network access also provides access to other services such as operator services, long distance service, etc. It may also be combinded with other services available in BellSouth's Intrastate Access Service Tariffs as technically feasible.

When an Unbundled Port is connected to BellSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.


[^1]
## Service: Unb andled Exchange Ports (Cont'd)

| Aate Eiamants | Rate Ber | Reateliamants | Rate ${ }^{\text {asp }}$ |
| :---: | :---: | :---: | :---: |
| Montury |  | Piontiniy |  |
| a en-sence Pan | 1250 | Resurence PoA | 12501 |
| 8uLneus Por | 810001 | Bumases Port | 5700 |
| pgat Truns Pat | 110001 | pex Truna Port | 87001 |
| a atar Sorvee | 1250 | loury Semee | 53501 |
| Uiage Milieage Bands | 901 | Unage Hileege Band a |  |
| $\left\{\begin{array}{l}10 \text { mies }) \\ 3(1.10 \text { mies })\end{array}\right.$ <br> C (G-sater than 10 mies Lumesed LCA) | 10.04 ins Mman | 0 (0 mias) | 2002 ina Mea |
|  | 1002 'A967 mm |  | 1001 As61 min |
|  | 1004 inam | A ( 1.10 mies) | 3004 jinat min |
|  | 10.02 Ad81 mm |  | 5002 Adsti min |
|  | 30.08 lime Man | 8 (1t.14 mies) | 1006 ina Ma |
|  | 30 04 hast man |  | 10 O4 A6d min |
| O . 100 mies Derend Limned (CA) | so 04 ine Min | $C$ (17.22 mulas) | 1010 ins Min |
|  | 1002 Adel min |  | 2007 asdimin |
| E 11.15 miles Dryond bumad LCA) | 10 08 una Lin | O [23-30 miles Sanc LCA me iners | 50 is ind Min |
|  | 3004 Aefl min | Parm Cipandea (CA) | 1010 Aerl man |
| F, 19.22 mies Deyond Lmied (CA) | 1000 ine Min |  | 3010 Aderima |
|  | 1007 Adel man | E (Granter $\tan 30$ mines Bases LCA mad | 2014 ing lim |
| (c) $23-30$ mies serond Lumed (CA) | 3008 ina man | incra Panm Copenoed LCA) | 2014 ina Min |
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| - Craster inan ac mies Berona | 5008 ine M- |  | 2014 add min |
| umaed (CA) | 5007 Ad¢ min | 9 (Grater than 40 m as inter.Fanal) | 50 14 ind Min 1014 Asfi min |


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|  | 30.14 Asfli man |  |  |  |  |


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| $\underline{C} \times \mathrm{c}=-\mathrm{n}$ | $10+0$ | man |

Attachment C-18
Unbundled Products and Services and New Services
Service: Local Calling Area Boundary Guide
Description: Provided to ALECs to assist in deployment of numbers on their network to conform with Bell!\}outh existing local calling area geographics.
State: All
Rate(s): No Charge

## ATTACHMENT "D" <br> APPLICABLE DISCOUNTS

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

|  |  | DISCOUNT |  |
| :---: | :---: | :---: | :---: |
| STATE | RESIDENCE |  | BUSINESS |
| ALABAMA | $10 \%$ | $10 \%$ |  |
| FLORIDA | $18 \%$ | $12 \%$ |  |
| GEORGIA | $20.3 \%$ | $17.3 \%$ |  |
| KENTUCKY | $10 \%$ | $8 \%$ |  |
| LOUISIANA | $11 \%$ | $10 \%$ |  |
| MISSISSIPPI | $9 \%$ | $8 \%$ |  |
| NORTH CAROLINA | $12 \%$ | $9 \%$ |  |
| SOUTH CAROLINA | $10 \%$ | $9 \%$ |  |
| TENNESSEE | $11 \%$ | $9 \%$ |  |

-The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996.

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

# (a) BELLSOUTH 

BellSouth Telocommunications, Inc. Fax $904222-8840$
Suite 400
150 South Monroe Street
Taliahassee, Floridn 32301

904 222-1201

Nancy M. Sima
Director - Regulatory Relatons

September 25, 1996

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399
RE: Docket No. 960864-TP; Request for Approval of Interconnection and Resale Agreemont Negotiated by BellSouth Telecommunications, Inc. and American MetroComm Corporation

Dear Mrs. Bayo:
Enclosed is BellSouth's response to the Florida Public Service Commission Staff's request for additional information regarding the above-stated agreement. In the interest of time, BellSouth has already provided a copy of this information to Amer_can Metrocomm Corporation.

Thank you for your attention to this matter.


Enclosures
cc: All Parties of Record

# Interconnection and Resale Agreement between BellSouth and American MetroComm Corporation, Inc. 

Response to Request by Florida PSC for Additional Information Needed from the Parties for Docket 960864-TP Dated: September 20, 1996

| Request: | Section V.A. - Tariff reference for Terminating Switched <br> Access Rates |
| :--- | :--- |
|  | Section V.B. - Tariff reference for Intrastate Switched Network <br> Access Service Rates |
|  | Section V.G. - Tariff ieference for 800 Access Ten Digit <br> Screening Service |
| Response: | Section E6 of BellSouth's Access Service Tariff |
| Request: | Section X.A - Tariff reference for Busy Line Verification and <br> Emergency Interrupt Services |
| Response: | Section E18 of BellSouth's Access Service Tariff |
| Request: | Section XI.E. - Additional listings and optional listings. <br> Response: |
| Bellional listing and optional listings may be provided by |  |
| Reneral Subscriber Service Tariff |  |

## Interconnection and Resale Agreement between

 BellSouth and American MetroComm Corporation, Inc.| Request: | Section XVII.B - Tariff reference for Unauthcrized Change in local <br> Service Provider |
| :--- | :--- |
| Response: | Business Line Change Charges are contained in A4 of <br> BellSouth's General Subscriber Service Tariff |
| Request: | Section XVIII - Implementation Schedule |
| Response: | If and when such a Schedule is adopted by the parties, a copy will <br> be filed with the Florida PSC |
| Request: | Attachment B-2 - Where is it referenced in the agreement? |
| Response: $\quad$Attachment B-2 pertains to Section V of the agreement. The <br> Attacht is not specifically referenced in the agreement. |  |
| Request: | BAPCO Agreements - Need signed signature page or a statement <br> that parties do not have a BAPCO agreement. |
| Response: $\quad$Any such agreement reached between MetroComm and BAPCO <br> will be filed with the Florida PSC prior to the effective date of <br> that Agreement. |  |
| Request: | LIDB Agreement - Need signed LIDB agreement or statement <br> you do not have one. |
| Any such agreement reached between MetroComm and BellSouth |  |
| will be filed with the Florida PSC prior to the effective date of |  |
| that Agreement. |  |

# Interconnection and Resale Agreement between BellSouth and American MetroComm Corporation, Inc. 

| Request: | Is attachment labeled, "Contract Provisions for RAO Hosting <br> \& NSPRS (Attachment D)," part of attachment C-12? |
| :--- | :--- |
| Response: | Yes. |
| Request: | Attachment C-14-Provide standard license agreement or <br> statement that you do not have one. |
| Response: | There is no standard license agreement with American <br> MetroComm. However, American MetroComm is provided access <br> pursuant to Section VIll of the Interconnection and Resale <br> Agreement. |
| Request: $\quad . \quad$Provide clean copy of all attachments. They are not legible. |  |
| Response: | Clean copies of all attachments are attached. |

## ATTACHMENT A

## EXAMPLE OF " $5 \%$ CAP"

## Case 1

BellSouth terminates $10,000 \mathrm{~min}$. to ALEC X

ALEC $\times$ terminates 15.000 min . to BellSouth

ALEC $X$ bills BellSouth for 10.000 min .

BellSouth bills ALEC X for 10,500 min (10.000 + 5\%)

Case 2.
BellSouth terminates 15.000 min to ALEC ALEC $X$ bills SellSouth for 10.500 min x

ALEC $\times$ terminates 10.000 min . to BellSouth

## Case 3.

BellSouth terminates zero min. to ALEC $X$ ALEC $X$ bills BellSouth zero
ALEC $\times$ terminates 10.000 min to
BellSouth bills ALEC $\times$ zero BellSouth

Case 4
BellSouth :erminates 10.000 min to ALEC ALEC $X$ bills BellSouth zero $x$

ALEC $\times$ terminates zero min. to BellSouth
BellSouth bills ALEC $\times$ zero
Case 5
BellSouth terminates 10.000 min to ALEC ALEC $X$ bills BellSouth for 10.000 min $\times$

```
ALEC \(\times\) terminates 10.200 min to BellSouth
```

BellSouth bills ALEC $X$ for 10.200 min (difference is less than cap)

Case 6

BellSouth terminates 10.200 min to ALEC $x$

ALEC $X$ terminates 10.000 min to BellSouth

ALEC $\times$ bils BellSouth for 10.200 min (difference is less than cap)

BellSouth bills ALEC $X$ for 10.000 min

Case 7
BellSouth and ALEC $X$ both terminate 10.000 min
to each other

ALEC $X$ and BellSouth both bill each other 10.000 min .

Attachment B-1
Local Intercennection Service
Service: Local interconnection*
Description: Provides for the use of BeliSouth $\$$ witching and transport facilities and common subscriber plant for connecting calls betwean an ALEC'a Point of Interface ( PO ) and a BaliSouth and user.

It can also be used to connect calla between an ALEC and an Intarsxchange Carriar (IC), and Independant Exchanga Telephone Company ( CO ), or a Mobile Service Service Provider (MsP), or between two ALECa.

It is furniahed on a per-trunk basis. Trunka are differsntiated by traftic type and directlonality. There are two major traffic types: (1) Local and (2) Intermedlary. Local rapresenta traflic from the ALEC's pOi to a Dalisouth tandem or and offlce and intermediary representa traffic originated or terminated by an ALEC which to interconnected with an IC, ICI), MSP or another ALEC.

Rates and charges will be applied as indlicated below.

| State(0): | Alahama |  |  |  |  |  | Florida |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RATE ELEMENTS | Pur MOU | Applied Por | $\begin{aligned} & \text { Mlonthly } \\ & \text { Recyr. } \end{aligned}$ | $\begin{array}{\|c\|} \hline \text { Appiled } \\ \text { Per } \\ \hline \end{array}$ | $\begin{gathered} \hline \text { Won- } \\ \text { Recur. } \\ \hline \end{gathered}$ | $\begin{gathered} \text { Applied } \\ \text { Per } \\ \hline \end{gathered}$ | $\begin{aligned} & \text { Por } \\ & M O U \end{aligned}$ | Applied Per | $\begin{array}{\|c\|} \hline \text { Monthly } \\ \text { Recyr. } \\ \hline \end{array}$ | $\begin{gathered} \hline \text { Applied } \\ \text { Por } \end{gathered}$ | NonRecur. | Applied Per |
| OST Local Channel | - | - | \$133.81 | LC | $\begin{aligned} & 1066.97 \\ & 3406.83 \end{aligned}$ | $\left.\begin{array}{\|l\|} \hline \text { LC - Finat } \\ \text { LC - Add } \end{array} \right\rvert\,$ | - | - | 5133.81 | LC | $\begin{aligned} & \$ 806.97 \\ & \$ 400.83 \end{aligned}$ | $\begin{array}{\|l\|} \hline \text { LC - First } \\ \text { LC - Add } \end{array}$ |
| OS1 Dedicated Transport | - | - | 323.50 | per mile | - | - |  |  | 51675 | per milo | - | - |
|  |  |  | \$80.00 | fac tierm: | 1100.49 | tac. lemm | 000 | - | 552.75 | factiorm. | 8100.48 | tac. term |
| DS1 Common Tranaport | \$0.00004 | per mile | - | - | - | - | 50.00004 | per mile | - | - | - | - |
|  | 30.00030 | tac. term. | * | - | - | - | 50.00038 | tac tarm | - | - | $\cdots$ | - |
| Local Switching LS2 (FGD) | 50.00755 | access mov | - | - | - | - | 50.00876 | accens mou | - | - | - | - |
| Tandem Switching | 50.00074 | access mou | - | - | - | - | 50.00050 | access mou | - | - | - | - |
| Intormaton Surcharge | 30.03218 | $100 \text { mou }$ | - | - | - | - | 10 |  | - | - | - | - |
| Tandem intermediary Charge** | \$0.002 | scobss mou | * | - | * | - | 50.002 | sccesa mou | - | - | * | - |
| Comogite Rate-OS 1 Degicateg | \$900976 |  |  |  |  |  | 58.01078 |  |  |  |  |  |
| Composite Rate-DS1 Tandem Sw. | 50.0099 |  |  |  |  |  | 10.01088 |  |  |  |  |  |
| 5tatols): | Georgin |  |  |  |  |  | Kentucty |  |  |  |  |  |
|  | - Por MOU | Applied Per | Monthly Recur | Appiled Per | NonRecur. | Applied | Fer MOU | Applied Pror | Monthily Rerur. | Applied | Non: Recur. | Applied Per |
| RATE ELEMENTS | - | - | \$133 ${ }^{101}$ | $\begin{array}{\|c} \hline \text { LC } \\ \text { _ } \\ \text { per mile } \\ \text { fac. term } \end{array}$ | $\begin{array}{r} 3000.97 \\ 3486.89 \\ - \\ \$ 100.49 \end{array}$ | $\begin{array}{\|l\|} \hline \text { LC . First } \\ \text { LC - Addn } \\ \text { tac. term } \end{array}$ | - |  |  | LC | $\begin{aligned} & \$ 006.97 \\ & \$ 48683 \end{aligned}$ | $\begin{aligned} & \text { LC . First } \\ & \text { LC . Add } \end{aligned}$ |
|  |  | - | $523.50$ |  |  |  | - | - |  | per mile |  |  |
| OSI Dedicated Transport | - |  |  |  |  |  |  | -- | \$90.00 |  |  | tac. term |
|  |  |  | \$90.00 |  |  |  | \$0.00004 |  |  | faclerm. | $\$ 100.49$ |  |
| D51 Common Transport | $\begin{aligned} & \$ 0.00004 \\ & 50.00030 \end{aligned}$ |  | - | - | - | - |  | per mbe fac lerm | - |  |  | - |
|  |  |  |  |  | - |  | \$0,00030 |  | - |  |  |  |
| Local Switching LS2 (FGD) <br> Trandem Switching | $\begin{aligned} & \$ 0.00797 \\ & 30.00074 \end{aligned}$ | lac. lerm access mou | - | - | - | - | $\begin{aligned} & \$ 0.00755 \\ & 30.00074 \end{aligned}$ | $\begin{aligned} & \text { access mov } \\ & \text { access mov } \end{aligned}$ | - | - | - | - |
|  |  | access mov |  |  |  |  |  |  | - |  |  |  |
| information Surcharge | - |  | - | * | - | - | $\begin{aligned} & 50.00074 \\ & 30.09218 \end{aligned}$ | acoess mou Prenvi00 mou Tranw/100 mov access mou |  |  |  |  |
| Tandem Intermedary Charge** | 50.002 | access mou | - | - | - | - | 10.002 |  |  |  |  |  |
| Componte Rate-DS 1 Dericated Composile Rate-DSI Tancem Sw | 10.00978 |  |  |  |  |  | 80,0097 |  |  |  |  |  |
|  | 50.00921 |  |  |  |  |  | 120.00291 |  |  |  |  |  |

*Rates are displayed at the DSt-1.544 Mbps. level. For rates and charges applicabie to other arrangement levels, refer to Section E.6 of BellSouth Teiecorrmunicabionk. Inc.'s Intrastate Access Tariff
*The Tandem Intermediary Charge apples onty to Intermediary Traffic.
-DS1 Local Channet: denotes a DS1 dedicaled tranaport faclity between The ALEC's serving wive center and the ALEC: POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilises a BellSouth facilities. This element is not required when an ALEC is collocated -OS1 Dedicated Tranaport provides tranamission and facility termination. The facility lemminabon applies for each DS1 Interoflice Charneel terrinated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving with center to the tandem.
-Common Transport. Composed of Common Transport facitbes as determined by BellSouth and permits the transmistion of catla terminated by Beasouth.
Access Tandem Switching provides functon of swifching traftic from or to the Access Tandem from or to the end office switch(es) The Access Tardern Switching charge is assessed on ali terminating minutes of use swilched at the access tandem.
Compensaton Credif (CAP) BeilSouth and the ALECs will not be required to compensate each other for more than $105 \%$ of the lotal billed local interconnection
minutes of use of the party with the lower total billed local inferconnection minultes of use in the same month.

Service: Local Interconnection* (Cont'd)

| Statels): | Loulslane |  |  |  |  |  | Misalostept |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RATE ELEMENTS | $\begin{gathered} \text { Per } \\ \text { MOU } \\ \hline \end{gathered}$ | Applied Per | Monthly Reciar. | $\begin{array}{c\|} \hline \text { Applied } \\ \text { Fer } \end{array}$ | $\begin{gathered} \text { Won- } \\ \text { Recur. } \end{gathered}$ | $\begin{array}{\|c\|} \hline \text { Applied } \\ \text { Per } \\ \hline \end{array}$ | $\begin{aligned} & \text { Por } \\ & \text { MOU } \end{aligned}$ | Applied Per | Monthly Becur | $\begin{array}{\|c\|} \hline \text { Applied } \\ P_{y y} \\ \hline \end{array}$ | $\begin{aligned} & \text { Non- } \\ & \text { Recur. } \\ & \hline \end{aligned}$ | $\begin{array}{\|c\|} \hline \text { Appiled } \\ \text { Per } \\ \hline \end{array}$ |
| OSI Local Channel | - | - | \$153.81 | LC | $\begin{aligned} & 5006.97 \\ & 3480.83 \end{aligned}$ | $\begin{array}{\|l\|} \hline \text { LC F First } \\ \text { LC - Addr } \end{array}$ | - | - | \$133.81 | LC | $\begin{aligned} & \$ 800.87 \\ & \$ 480.83 \end{aligned}$ | $\begin{array}{\|l\|} \hline \text { LC - Finst } \\ \text { LC - Addn } \end{array}$ |
| OS1 Dedicated Transport | - | - | $\begin{aligned} & \$ 16.75 \\ & 580.75 \end{aligned}$ | per mile |  | face term. | - | - | $\begin{aligned} & \$ 23.50 \\ & \$ 90.00 \end{aligned}$ | per mild | $5100.49$ | fac term |
| OSi Common Transport | 50.00004 | per mile | - | - | - | - | \$0.00004 | per mile | - | - | - | - |
|  | \$0.00036 | tac. term. | - | - | - | - | \$0.00036 | fac. term. | - | - | - | - |
| Local Switching LS2 (FGD) | 50.00609 | access mou | - | - | - | - | 50.00787 | sccesa mou | - | - | - | - |
| Tandem Switching | \$0.00050 | access mou | - | - | - | - | \$0.00074 | access mou | - | - | - | - |
| Information Surcharge | - | - | - | - | - | - | - 0.00 |  | - | - | - | - |
| Tandem internediary Charge** | $\$ 0.002$ | access mou | - | - | - | - | \$0.002 | access mou | - | - | - | - |
| Compogite Rate-DSt Dedicated | \$0.01021 |  |  |  |  |  | 800097 |  |  |  |  |  |
| Compogity Rate-0.51 Tendem Sw | 80.81049 |  |  |  |  |  | 10.0091 |  |  |  |  |  |


| Statels): | N. Carolina |  |  |  |  |  | s.Caroling |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RATE ELEMENTS | Por MOU | Appliod Per | Monthly Recur. | $\begin{array}{\|c\|} \hline \text { Applied } \\ \hline \text { Por } \\ \hline \end{array}$ | $\begin{aligned} & \text { Non- } \\ & \text { Recyr. } \end{aligned}$ | $\begin{array}{\|c\|} \hline \text { Applied } \\ \text { Por } \\ \hline \end{array}$ | Per MOU | Applied Per | Monthly Recur. | $\begin{array}{\|c\|} \hline \text { Appiled } \\ \text { Fer } \\ \hline \end{array}$ | NonRecur. | $\begin{array}{\|c\|} \hline \text { Appiled } \\ \text { Per } \\ \hline \end{array}$ |
| OSI Local Channel | , | - | 5133.61 | LC | $\begin{aligned} & \text { \$060. } 97 \\ & 3400.83 \end{aligned}$ | $\begin{aligned} & \text { LC - Fint } \\ & \text { LC - Addy } \end{aligned}$ | - | - | \$133.61 | LC | $\begin{aligned} & \$ 000.07 \\ & \$ 486.83 \end{aligned}$ | $\begin{aligned} & \text { LC - Firsi } \\ & \text { LC - Add } \end{aligned}$ |
| DSI Dedicated Transport | - | - | 823.50 | per mbe | - |  | - | $\cdots$ | 523.50 | per mile | - | - |
|  |  |  | \$90.00 | facterm | 5100.49 | fac term |  |  | 380.00 | facterm. | \$100 49 | fac. term |
| O51 Common Transport | \$0.00004 | per mile | - | - | - | - | 50.00004 | per mile | - | - | - | - |
|  | \$0.00030 | fac. lerm. | - | - | - | - | \$0.00030 | fac term | - | - | - | $\cdots$ |
| Local Switching LS2 (FGD) | 30.01140 | access mov | - | - | * | - | 50.01095 | sccess mou | - | - | * | - |
| Tandem Switching | 50.00074 | accesa mov | - | - | - | - | \$0.00074 | access mou | - | - | - | - |
| Informaton Surcharge | - | -ccoso mour | - | - | , | - | 50.03741 | 100 mou | - | - | $\cdots$ | - |
| Tandem intermediary Charge"* | . . 50.002 | access mou | - | - | - |  | 50.002 | access mou | - | - | - |  |
| Componte Rate-OS 1 Dedicated | 80.01331 |  |  |  |  |  | 80.01333 |  |  |  |  |  |
| Cemponte Rate-OS1 Tendem Sw | 500134 |  |  |  |  |  | 80.01838 |  |  |  |  |  |


| Statefs): Tennestes |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Mate ELEMEMTS | $\begin{aligned} & \text { Per } \\ & \text { woy } \end{aligned}$ | Applied Por | Monthly Recur. | Applied Per | NonRecur. | $\begin{array}{\|c\|} \hline \text { Appiled } \\ \text { Por } \\ \hline \end{array}$ |
| OS1 Local Channel | - | - | \$133.81 | LC | $\begin{aligned} & 3606.97 \\ & \mu 466.59 \end{aligned}$ | $\begin{aligned} & \text { LC - First } \\ & \text { LC - Add } \end{aligned}$ |
| OS1 Dedicated Tranaport | - | - | \$23.80 | per mile |  |  |
|  |  |  | 390.00 | facterm. | \$100.49 | fac term |
| O51 Common Transport | 50.00004 | per mile | - | - | - | - |
|  | \$0 00036 | fac. term. | - | - | - | - |
| Local Swilching LS2 (FGD) | 50.01750 | access mou | - | - | - | - |
| Tandem Switching | $\$ 0.00074$ | accesa mou | $\cdots$ | - | - | - |
| Information Surcharge | - |  | - | - | - | - |
| Tandem interrnediary Charge** | 50.002 | access mou | - | - | - | - |
| Componite Rale-0S1 Dendicated | 50.01941 |  |  |  |  |  |
| Compoyte Rate- D51 Tendym Sw | 50.01834 |  |  |  |  |  |

*Rates are displayed at the DS 1-1. 544 Mbps level. For rates and charges applicabie fo other arrangement ievele, reler to Section Ls of BeliSouth Teleconmunicabon's. Inc's Intrastate Access Tariff
*The Tandem intermediary Charge applies only to intermediary Trillic.
-DSI Loca! Channet; denotes a DSI dedicated transport faclity between the ALEC's serving wire center and the ALEC's POI, also calied an Entrance Facility. This elernent will apply when associated with services ordered by an ALEC which utilases a Bethouth facilies. This eiement is not required when an ALEC is collocated -DS1 Dedicated Transport provides transmission and facility lermination. The facility lermination apples for each D51 Interofice Channei terminated. Can be used from the ALEC's serving wire center to the and users end office or from the ALEC's serving with center to the tandem.
-Common Transport: Composed of Common Transport facilises as determined by Bell South and permits the tranamission of calle lerminated by BellSouth Access Tandem Switching provides function of switching traffic from or to the Access Tandem from or to the end office switch(es) The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.
-Compensation Credit (CAP) BeaSouth and the ALECs wili not be required to compensate each other for more than $105 \%$ of the total billed local interconnection minutes of use of the party with the lower total bilied local interconnection minutes of use in the sarne month.

## Attachment B-2

Local Interconnection Service

## Service: Toll Switched Access

Description: Provides the Switched Local Channel, Switched Transport, Access Tandem Switching, local end office switching and end user termination functions necessary to complete the transmission of ALEC intrastate and interstate calls from outside the BellSouth's basic local calling area.

Provided in the terminating direction only. Provides trunk side access to a BellSouth tandem/end office for the ALEC's use in terminating long distance communications from the ALEC to BellSouth end users

Provided at BellSouth tandem/end office as trunk side terminating switching through the use of tandem/end office trunk equipment. The switch trunk equipment may be provided with wink start-pulsing signals and answer and disconnect supervisory signaling, or without signaling when out of band signaling is provided.

Provided with multifrequency address or out of band signaling. Ten digits of the called party number, as appropriate, will be provided by the ALEC's equipment to a BellSouth tandem/end offic 2 .

State(s): All
Rates, Terms and Conditions:
In all states, rates, terms and conditions will be applied as set forth in Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs and in Section 6 of the BellSouth Telecommunication's. Inc. Interstate Access Tariff, F.C.C. No. 1.

## Attachment B-3

## Local Interconnection Service

## Service: Service Provider Number Portability-Remote

Description: Service Provider Number Portability (SPNP) is an intenm service arrangement provided by BellSouth to ALECs whereby an end user, who switches subsenption to local exchange service from BellSouth to an A . EC, is permitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP.Remote equipper telephone number, assigned by BellSouth, is automatically fonwarded to an ALEC assigned seven or ten digit telephone number within BellSouth's basic local calling area as defined in Section A3 of BellSouth's General Subscriber Service Tanff. The forwarded-to number is specified by the ALEC.

SPNP.Remote piovides a single cil path for the forwarding of no more than one simultaneous call to the ALEC specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis, and are in addition to the rate for SPNP-Remote service.

State(s): ALL

| Monthly <br> Rate$\quad$Nonrecurring <br> Charge |
| :---: |

Per Number Ported
. Residence / 6 paths

- Business / 10 paths

Each Additional Path
Per Order.
per end user location
$\$ 115$ -
$\$ 225$ -
$\$ 050$

Service: Senice Provider Number Portability-Direct Inward Dialed (DID)*
Description: Service Provider Number Portability (SPNP) is an interim service arrangement zrovided by BellSouth to ALECs whereby an end user, who switches subscription to local exchange service from BellSouth to an ALEC is germitted to retain use of the existing BellSouth assigned telephone number provided that the end user remains at the same location.

SPNP-DID provides trunk side access to BellSouth end office switched for direct inward dialing to ALEC premises from the telecommunications network directly to lines associated with ALEC switching equipment.

SPNP-OID will be available on either a OSO, OS1 or DS3 basis.
SPNP-OID Trunk Termination will only be provided with $\$ \mathbf{S 7}$ Signaling at rates set forth in E6 of BeilSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

Direct facilities are required from the BellSouth end office where a ported number resides to the ALEC end office serving the ALEC end user.


| Stateis): | ia | Kentucky |  |  |  |  |  |  |
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Attachment B－
Local Interconnection Service
Service：Service Provider Number Portability－Direct Inward Dialed（DID）＊
（Cont＇d）

| State（s）： | Louisiana | Mississippi |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| RATE ELEMENTS | Monthiy Qecurring | $\begin{gathered} \text { Applued } \\ \text { Per } \end{gathered}$ | Non：Applied Recurning，Por | Monthiy Recurring | $\begin{gathered} \text { Appined } \\ \text { Per } \end{gathered}$ | Non．四ecurring | $\begin{gathered} \text { Applied } \\ \text { Por }^{\prime} \end{gathered}$ |
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| Per Order | － | － | \＄2500 end user | － | － | 32500 | and user |
|  | － | － | －locaton | － | － |  | cocation |
| SPAP－OID Trunk Termiration | 513001 | ITLAK |  18900 itña－tu0 | 51300 | tuna | $\begin{array}{r} 115000 \\ \$ 8000 \end{array}$ | $\operatorname{tr} n *-n *$ <br> TんNA－3LO |
| OSt Local Channe＊＊ | \＄13181 | $6 C$ | 58697 I LC．First | 51381 | LC | 8868 | LC. Frm |
|  | 818 75 | － | $\$ 488$ 851 LC．A．997 | － 173 501 | － | 145682 | ．C．A A 61 |
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|  | N．Carolina | S．Carolina |  |  |  |  |  |  |
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| RATE ELEMENTS | Monthly <br> Recurring | $\begin{gathered} \text { Appined } \\ p_{\text {per }} \end{gathered}$ | Non． aecurring | $\begin{gathered} \text { Applied } \\ \text { Per } \end{gathered}$ | Monthiy Recurting | $\begin{gathered} \text { Applied } \\ \text { Per } \end{gathered}$ | Non． Recurting | $\begin{gathered} \text { Applied } \\ \text { Por } \end{gathered}$ |
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| Tennessee |  |  |  |
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－Rates are displayed at the OST．1 544 Mbps．level．For rates and charges applicable to other artangement levels．refer to Section E6 of BellSouth Telecommunication＇s inc＇s Intrastate Access TanH
＂May not be requred if the ALEC is collocated at the ported number end office

```
Attachment C. 1
Unbundled Products and Services and New Services
```


## Service: Subscriber Listing Information

Description: Subscriber primary listing information providea at no charge and in an acceptable format will be published at no charge as standard directory listings in an alphabetical directon published by or for BellSouth at no charge to each ALEC end usar customer.

State(s): All
Rates: (1) No charge for ALEC-1 customer primary listings.
(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate General Subscriber Services Tariffs.

Orat 5:9:96

## E:CTIBIT

$\qquad$

## + PHHABETICAL DIRECTORY SIDE AGREEMENT

$C A R R E R$ agrees to provide to BeilSouth Advertising \& Publishing Corporation $3 A^{\circ}\left(O^{\prime \prime}\right)$, througn BST. at CARRER's expense and at no :harge, listing Niormation concerning its subscribers (designating any who oo not desire Fublished listings), consisting of: customer. name. address, telephone numicer ar. C 1!! other information reasonably requested by BAPCO for BAPCO's use in pubinstung directones of whatever ripe and format and for other denvauve zuroses. Such information shall be provided on a schedule and in a format -easonably acceptable to BAPCO. CARRER shall advise BAPCO promply eegarding any direc:ory-related inquines, requests or complaints which it shall escerye from C.ARRIER's subscribers and shall provide reasonable cooperation to $3 A P C O$ in response to or resolution of the spme. CARRER shall respond fromptly regarding corrections or quenes rased by BAPCO and to process listing inanges requested by joscribers.
11. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropnate local alphabetical directory as .ublished periodically by BAPCO unless nonlisted or nonpublished stans is designated by subscribers. BAPCO shail also include one standard listing for each CARRER zusiness subscriber per hunung group in an appropnate heading as selected by the suescriber in BAPCO's appropriate !ocal classified directory as published pernodicaily by BAPCO uniess noniisted or nonpublish starus is designated by suescriber. Such listings shall be interfiled with the listungs of other local exchange telephone company subscribers and otherwise publisted in the manne: it such other listungs according to BAPCO's generally applicable publishng policies and standards. BAPCO shall deliver such local aiphabeecal and slassified directory to CARRUER's subscribers according to BAPCO's generally applicable policies and standards.
tif BAPCO shall maintain fuil authonry over its publishing schedules, policies. standards, and practices and over the scope and publisting schedules of is tirectories.
iV Each party agrees to defend. indemnify and bold hammless the otber from all tamages. claims. suits, losses or expenses, including wnthout limutanon costs and anorneys fees. to the extent of such party's relatuve fault ansing our of or eesulang from any error, ormission or act of such party hereunder. CARRER agrees to limit its liability and that of BAPCO by contract inth CARRIER's jubscribers or by tanff to no more than the cost of service for any errors or
zrmissiors in any listings published hereunder for CARRIER subscribers. Each zarty shadl notify in writing the other promptly of any claumed error or omussion 1ifecting this paragraph and of any siaim or surt ansing bereunder or telaung to Ius Agreement and shall prowide :easonaole and umely cooperation in its -solunion of the same. Without waver of any nghes hereunder. 'he indemanfied :Ify may at its expense undertake its own defense in any such clam or sutt.
$3 A P C O$ 's liaoliry to CARRIER for any errors or omissions in directones or ior any tefault otherwise ansing hereunder shall be limited to One Dollar (S1) ior any *ror or ornission in any subscriber listing in any directory published by BAPCO

- Fhis Side Agreement shall be subject to the term and canceilation provisions of :2e agreement to which it is appended ("the Agreement"), except that BAPCO 5nail have the nght to terminate this Side Agreement upon sixty days pnor watten -ounce given at any time following the inital term of the Agreement.
:! A separate Agreement may be entered into between BAPCO and CARRUR soncerning Yellow Pages. or classified directones. directory delivery. Calluide zages. and other directory relared issues.


CARRIER:
BY
NAME: $\qquad$

## TITLE.

$\qquad$
DATE.

## AGREENENT

a sonsideration of the murual promises sontuned herein. BeilSouth Adverising \& ?.eclisning Cirporation. a Georgia corporation "BAPCD"7 and
$\qquad$ corporation ( "C.ARRER') agree as follows: Or eerain communaties in the southeartem region of the $U S$ (the " $[$ irectones $)$ $C A R R E R$ provides, or intends to provide. local exchange telephone service in :smmunities :n which BAPCO publishes Directones. BAPCO and CARRIER hereby such Directones and by which BAPCO will include listings of CARRIER subscribers in iuescribers.

## : GARRIER OBLIGATONS CARRER agrees as follows:

(a) CARRIER shall provide to BAPCO. or its designee, at CARRIER's expense and at no charge. listing iniormation concet.ung its subscribers (desigrating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhbit + for BAPCO's use in publishing Directones of whatever type and format and for other terivative purposes. Such subscriber listing informanon shall be provided in the format and on the schedule set forth in sad Exhibit or as otherwise murually agreed berween the zarties from tume to tume.
b) C.ARRER shall also provide directory delivery information to BAPCO is jet :orth in Exhubit $A$ for all subscribers.
c) C.ARRER shall advise BAPCO promptly of any directory-telated nquines, requests or complaints whet it may receive from $C A R R E R$ subseribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same
(d) CARRIER shall respond promptly regarding correcuons or queres rased by $3 A P C O$ to process listing changes requested by subscribers.

## ) $\mathrm{B} \triangle P C O Q B L I G A T O N S$. BAPCO aqrees as follows:

a) $\quad 3, \perp P C O$ shall include one standard listing for each CARRIER subscriber fer nunting group in BAPCO's appropriate local alphabencal Directory as publisbed per.odically by BAPCO unless nonlisted or nonpublished stanus is desigmated by suescribers. Such listungs shall be interfiled inth the listungs of other !ocal exctange eiephone company subscribers and othermse published in the ranner of such other istings according to BAPCO's generaily applicable publistung policies and sundards
b) BAPCO shall publish additional listungs. foreign listungs and ocher 1. onacencal Directory listings of CARRUER suoscribers upon cheur request consistent
 $3+P C O$ 's prevaling rates, terms and sonditions
: $\quad 3 A P C O$ will distrioute its regularily published alphacetical and c!assified Direc:ones :o iocal CARRIER subscribers in accordance with BAPCO's prevaling zractices, including delivery following Directory publication and upon estiblishment of eew CARRIER service, if a current Directory for that geographic area has not previously zeen provided. Such deiivenies may include separate advertising materials accompanying t.e Directones.
d) BAPCO will include CARRIER informatuon in the customer gude pages of its aipnabetucal Directones for communuties where CARRIER provides local exchange eiepnone service at the time of publication in accordance unth BAPCO's prevaling i:andards for the same. CARRIER will provide informacoo requested by BNPCO for such purpose on a umely basis.
(c) BAPCO shall make avalable at no charge to CARRER or its subscribers one listing for CNRRIER business customers per hunting group in one appropnate heading in BAPCO's appropnate local classified directory as published p:nodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.
() BAPCO agrees to solicit accept and publish directory advertising from zusiness subscribers for CARRIER in communuties for which BAPCO publishes : assified Directones in the same manner and upon substantally the same terms as it isucits. accepts and publishes adverusing from advertisers who are not $C$.ARRER iuzsenters

- OHISHNGPOLICIES BAPCO shall mantan full authonty over its publistung schedules. policies, standards. and practices and over the scope and publistung ichedules of its Directories.


## $5 \quad \angle A B I T T Y A N D ~ N N D E M N I T Y$

(a) BAPCO's liabulity to CARRER for any errors or omussions in directones or for any default ocherwise ansing hereunder shall be limuted to One Dollar (\$1) for erors or amissions in any subscriber listing in any directory publisbed by BAPCO.
b) Each party agrees to defend, indemnify and bold harmiess the other from Ill damages. clams. suts. losses or expenses. Including unthour limitanion corts and aromeys tees, to the extent of such party's relauve faulh ansing-out of or resuluang from iny error, amussion or act of sucb party hereunder. CARRIER agrees to limit its liability Ind that of BAPCO by contract with CARRER's subscribers or by tanff to no more 'han

Te cost of service for any errors or amissions in iny listings published bereund wt ior CARRUER subscribers. Each party sial ncuty in witing the other promply of any : aimed error or ooussion affecting the garagrapt and of any clam or sut ansing -e:su-cer or relaing to thas agreement and shall provide reasonable and timely :zcpe:a::on in its resolution of the same. Without waver of any ngnts hereunder. The -sema:nisi zary may at its expense uncerake its own deiense in any such ciaim or sutt.
$2 \quad-534$ Thas Agreement snail be eifective on the date of the last signarure -ece:o ist 1 :erm of two (2) years and shall relate to Directones published by BAPCO during iuch zerood. Thereater, it shall conunve in eifect uniess terminated by ether party -pon 2.xiy tays pnor wntren notice.

IESIGNMENT. This Agreement shall be binding upon any successors or issigns si the = arties durng its Term.
3 3ELATIONSHIP OF THFPARTIES. Thas Agreement does not create any joint -enture. parnership of employment relationship berween the parties or thetr employees. in. :he eelationship berween the partes shail be that of an undependent contractop. There fhall =e no intended thurd party beneficiares to this A greement

## 9 VONDISCLOSLIRE

a) During the term of this Agreement it may be necessary for the parties to provice each other whth certain information ("Information") considered to be private or zropnetary The recipient shall protect such Information from distribution, disclosure or issemination to anyone except its employees or contractors with a need to know such iniormation in conjunction herewith. except as othermse authonzed in whung. All such -: or...ation shall be in writung or other tangible form and ciearly marked with a z:aprenary or propnetary legend. Information conveyed orally shall be designated as -r: : . 3 +ithun forty-five (45) days.
b) The parties will not have an obligation to protect any portion of information which: (1) is made publicly avalable lawtully by a nonparty to thas Agreement: (2) is lawfully obtained from any source other than the providing party: (3) s previously known without an obliganon to keep it confidenala; (4) is released by the froviding party in writing; or (5) commencing rwo (2) years after the ternoinauon date of :his A greement if such taformation is not a urade secret under applicable law.
c) Each party will make copies of the Information only as aecessary for its -se -...cer the :erms hereof, and each such copy will be marked inth the same propnetary not:ces as appear on the onginals. Each party agrees to use the informanoa solely in s-fport of this Agreement and for no other purpose.
(0) EDRCE MAFELRE. Neither party shall be responsible to the other for any deiay or iwiure to periorm hereunder to the extent caused by fire, flood, explosion. war. strixe.
-.OL embargo. zovernmental requirements, civic or mulitary authonty, act of GOd. or ocher sumular cause beyond its reasonabie control. Each party shall use begt efforts a notify the sher prompdly of any such deiay or ialure and shall provide reasonable cooperacon to L-.eiorate the effects thereof
: 21-3LiCITY Venther party shall disclose the terms of thas Agreement nor we the :ace -1-.es ct Zacemarks si the other whout the pror expre:s wntren consent of the …e?

## : 3EPRESENTATIVES AND VOTICES

a) Each party shall name cne or more representauves for contacts beracen the parties which shall be authonzed to act on is behalf. Such represencanviz may se :nanged from tume to time upon wniten nouse to the other party.
(b) Notices required by law or under this Agrecment shall be givea in wring zv hand delivery, certified or registered mal. or by facsimule followed by cerufied or $\because$ gistered mal. addressed to the named representauves of the partues with copies to:

If:O BAPCO:

Aich Copy to:

## Associate General Counsei

BeilSouth Advertising \& Publishing Corporation
Room 430
59 Executave Park South
Atlants. GA 10329
If : 0 CARRIER:
Director-LEC/BST Interface BellSouth Adverusing \& Publishing Corporation Room 270 59 Executive Park South Atlanta, GA 30329
$\qquad$
$\qquad$
$\qquad$
i $\triangle$ ASCELLANEOUS. This Agreement represents the eniare Agreernent berween re parses whth respect to the subject matter hereof and supersedes any prevous oral or
wntren communicanons, representations. Anderstandings, or agreements whth respect thereto. It may be executed in countepars. each of wtuch shal be deermed an onginal 4.1 pror and contemporaneous witten or oral agreements. representations. wartanues. iatements, cegociations, and or understandings oy and berween the parces, whither express or implied, are superseded. and there are no representacions or wartanties. either :ral or atreen express or implied. not herein conianed. This Agreement shall be jove...ee zv the :aws of the state of Georgia

N UTTNESS WHEREOF, the parties have executed this Agreement by the:r Auly iuthonzed sepresentatives in one or more counterparts, each of wheh shall constirute an :rginal. on the dates set forth below

BELLSOUTH ADVERTISING \& ?USLISHTNG CORPORATION

## 3.

T.tie $\qquad$

Date: $\qquad$

CARRER:

## $B y$ :

$\qquad$

Title: $\qquad$

Date: $\qquad$

## E.CHBIT A

-     -         + RRIER L.sting Informanon Formal. Schedule for Provision
- C.ARRIER Delivery Iniormauon. Formal Schedule for Provision


## Attachment C. 2

Unbundled Products and Services and New Services

Service: Access to Numbers
Description: For that period of time in which BellSouth serves as North American Numbering Plan administrator for the states in the BeilSouth region, BellSouth will assist ALECs applying for NX:Z codes for their use in providing local exchange services.

State(s): All
Rates: No Charge

## Attachment C .3

Unbundled Products and Services and New Services

## Service: Access to 911 Service

Description: Provides a unlversal, easy-to-remember number which is recognized nationally as the appropriate number to call in an emergency.

Additionally, ALEC-1 must provide a minimum of two dedicated trunk groups originating from ALEC.1's serving wire center and terminating to the appropriate 911 tandem. These facilities, consisting of a Switched Local Channel from ALEC.1's point of Interface to it's serving wire center and Switched Dedicated Transport to the 911 tandem, may be purchased from BellSouth at the Switched Dedicated Transport rates set forth in Section E6 of BellSouth Telecommunication's Inc.'s intrastate Access Service Tariffs.

State(s): All
Rates: Will be billed to appropriate municipality.

Unbundled Products and Services and New Services

Service: 800 Database
Description: Provides for utillzation of the BellSouth 300 Service Control Points for obtaining 800 Service routing information.

800 Database service is provided using a common nationwide 800 Database. The BellSouth network components utilized in the provision of this service are the Service Switching Point (SSP), the Common Channel Signaling Seven Network, the Signal Transfer Point (STP), and the Service Control Point (SCP). Additionally, the Service Management System functions nationally as the central point for the administration of all 800 numbers and downloads 800 number Information to BellSouth's SCPs.

ALEC's with STPs will be able to connect directly to BellSouth local or regional STP for obtaining 800 dataoase routing information from BellSouth's SCP and will not be required to order FGD or TSBSA Technical Option 3 Service. For this connectlon the ALECs may utilize Signaling System Seven Terminations interconnected in Birmingham, AL and Atlanta, GA with BellSouth's local or regional STP.

State(s): All
Rates. Terms and Eonditions:
In all states, the 800 Database rates, terms and conditions will be applied as set forth in Sections E2, E5, E6 and E13 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariffs.

## Attachment C-5

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB). Storage Agreement
Description: The LIDB Storage Agreement provides the terms and conditions for inclusion in BellSouth's LIDB of billing number information associated with BellSouth exchange lines used for Local Exchange Companies' resale of local exchange service or Service Provider Number Portability arrangements requested Local Exchange Companies' on behalf of the Local Exchange company's end user. BellSouth will store in it's database, the relevant billing number information and will provide responses to on-line, call-by-call queries to this information for purposes of Billed Number Screening, Calling Card Validation and Fraud Control.

Each time an ALECs data is used BellSouth will compensate that ALEC at a rate of $40 \%$ of BellSouth's LIDB Validation rate per query as dispiayed in Attachment C-6 following.

State(s): All
Rates: No Charge

## LINE LTFORMATION DATA BASE (LDDE) STORAGE AGREEME.VT <br> FOR RESOLD LOCAL EXCFANGE LLNES OR SERVICE PROVTDER NLMBER PORTABILTTY ARRANGE.MENTS

This agreement effectuve as of $\qquad$ 1996. is entered anto yy and zerween BellSouth Telecormunucanons. Inc. ("BSTT), a Georgas corporation and ("Local Exchange Company').

ITHEREAS. in considerano of the munal covenats, afreements and obligenons set forth beiow, the parces bereby apree as follows:

## I. SCOPE

This Agreement sets forth the terms and conditions for oclusion in BST; Lins laformenon Data Base (LIDB) of billing number informacion usocisted with BST exchange ines used for Local Exchange Company's resale of local exchange service or Service Pronder Vumber Porabulity (SPNP) arrangements requered by Local Exchange Company on behaif of tocal Exchange Company's end user. BST will store in its data bese the relevaar buling oumber Aformaton. and BST will provide responses to on-line, call-by call queries to this informanion ior purposes specified below.

LIDB is accessed for.

- Billed Number Screening
- Calling Cend Validanoo for Calling Cards issued by BellSouth
- Fruad Comtol


## [1. DEFLNTIONS

: 01. Billing aumber. a aumber "sed by BST for the purpose of identyng a. account tiable or siarges. Tais aumber may be a lize or a special billing oumber.
: 22. - _:e :-inter - a :en dignt aumber assigned by BST that itentifes a teleptoce tice issoc:ated whit a resold local exchange service, or mith a SPNP arrangement.
: 03 Spectal billing tumber - a ten digit aumber that identifies a buling account establisced sy
BST in coasectoon whit a resold local exchange sernce or with a SPNP arrangement.
2.04. Calling Card aumber a billing aumber plus PDN aumber assiged by BST.
: 05 PN number a four digi secunty code ssigned by BST which is acded to a billing number to compose a fourteen dignt calling card oumber.
2.06. Toul billing exception indicator - asociated whit a billing aumber to indicate thas it is considered invalid for billing of collect cails or third aumber calls or both by the Local Exchange Company.
2.07 Billed Number Screening $\cdot$ refers to the actuvity of determining whether a toil billing Exception edicator is present for a perticulap bulling aumber.
: 28. Cilling Card Validation - refers to the acanry of determining whether a procular callisg :ard oumber exista as grated or otherwise pronded by a caller.
:09. Billing number information - information about billing oumber or Calling Card aumber is assigned by BST and toll billing exception indicator pronded to BST by tha Local Exchange Company

## IIL RESPONSTBLITLES OF PARTIES

21. 3ST will include billing oumber informanod associand whth resold exchange lines of ミPNP :xeptuocs -1a :-e Lical Sernce Request (LSR) form used to order resoid exchange tunes. or the SPNP sernce :equest form used to order SPNP armagements.
; 22 . Üeder cormal operating conditions. BST shall include the blling aumber informanoo a is L:DB upon completion of the semce order establishing etther the resold local exctange sernce of the SPNP arrangement pronded that BST shall not be beld responabile for any deiay Ir inlure in performance to the extent such delay or falure is caused by curcumrances or sondicons beyond BST's reasomable cootrol. BST will stort in its LIDB an unlimited volume of the working telephoce aumbers associsted with either the resold local exchange lines or the SPNP arrangements. For resold locel exchange lines or for SFNP arragemects, BST whl issue ine-besed calling cards only in the aame of Local Exchange Comperry. BST will cot isveline:ased cailing cards in the amme of Local Exchange Company's individual end users. Th the evest -at Local Exchange Company wants to include calling card oumbers assigned by be Local Exchange Cornpany in the BST LIDB, a separue agreement is required.
; 03. SST will provide responses to oo-line, call-by-call queries to the stored informanoc ior二es specific purposes listed in the oect paragrapth
; 04. BST is swhorized to use the billing aumber information to perform the followng fincroons for authorized users on an on-line basts:
(a) Validete a 14 digt Calling Card sumber where the firs 10 digts are a ine $\because$ Incer or special billing aumber asigned by BST, and where the !agt four digts (PN) are a iec:-r.ry :ede sargned by BST.
b) Jesemise whether the Local Exchange Company has idenoffed the billing
$\because-$-.ber as oce which should not be bulled for collect or third number calli. or boch
; 05 BST will provide seven days per week, 24-hours per day, frud coorol and deteczon sernces. Teese sernces include, but are not lizated to, such feanmes as sorang Calling Card Frad deteczon according to domeste of international calls in order to assist the puppointing of ;ossible thet or fradulent use of Calling Card aumbers; nonitoring bill-w-chird oumber and sollect cails made to numbers in BST's LIDB, pronded such informacion is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Compeny underrands and agrees BST, will adminirter all dala rored a the LIDB. including the data provided by Local Exchange Compary pursuant to this t Fretrect io the same mancer as BST's dass for BST's end user customers. BST shall oot be : apponsible to Local Exchange Company for any lost reveaue which may rerult from BST: 1drianstracon of the LIDB purguant to its erablished practices and procedurea as they exirt and is they may be changed by BST in its sole discrenon from time to time.
; 06. Local Exchange Compeny undertands that BST curreatly has in effect aumerous biling ind collecrion agroements with various interexchange carriers and billing cleariag houses. Local Exchange Company further understands that these billing and collection cuswomers of BST query 3ST': LIDB to determice whether to aceepe venous billing options from end users. Addiconally, Local Exchange Company underrands chas presectly BST has momethod io
tHerenage berween BST: owa bulling and line dass in the LDB and ruch fane wach it neludes to the LDB on Local Exchange Company's tehalf pursuant to thas Agreement F-ereiore. uncil such time as BST in and toes urpiement a its LIDB and :u supporang ivstems :ee reeans :0 \#ifferencate Local Exchange Company' fan from BST's tata and the Fartes to this Agreemeat execute appropnate amendreets hereto. thu followng :erms and :ocedicons shall apply:
a) Tee Local Exchange Company aqrees thas it will accept responsibulity for elecommunicanions sernces billed by BST for its billing and collection curromery for Local Exchange Curtomer's end user sccounts which are resideat in LIDB pursuant to this Agreement Local Exchange Company authorzes 8ST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company tereby takes responsibility include, but are not limited to, collect and third number :ails.
b) Charges for such services shall appear on a separian BST bill page idenafied whth :.e eame of the encry for which BST is billing the charge.
c) Local Exchange Compeny ghall have the responsibility to resder a bulling statement to its end users for these charges, but Local Exchange Company's obligarion to pay 3ST for the charges billed shail be independent of whether Local Exchenge Company is able or not to collect from Loeal Exchange Company's end userz
13) BST ghall oot become involved in any disputes berween Local Exchange Cumpany and the encites for which BST performs billing and collection. BellSoum will 00 t sue adjurments for charges billed on bebalf of an entry to Local Exchange Company. It stal
be the reoponablity of the Local Exchange Company and the other enary to cegocare and Lrage for any approprase adjurwents.

## rV. COMPLLANCE

-- -ess erpressly authonzed in wmang by the Local Exchange Company, wi bilinep تamoer siormation provided pursuant to chis Agreemeat shall be used for no purposes other than those set forth in this A greemeat.
V. TERMS

T-is A greemeat will be effective as of $\qquad$ 1996, and will :onconve : a cffect for one year, and thereater may be coounued unol terminated by either party -pon thurty (30)days wniten aocice to the other party.

## V7. FEES FOR SERVICE AND TAXES

6.01. The Local Exchange Company wall not be charged a fee for ctorige services pronded by BST to the Local Exchange Company, as described in Section I of this Agreement 502. Sales. use and all other caxes (excluding taxes on BST's income) determine by BST of iny :2xirg authonry to be due to any federal, state or local wang jurisdiction mith respect to the frovision of the service set forth bervin whll be pad by the Local Exchange Company. The Local Exchange Company shall have the right to bave BST conters unth the imposing insdiction, at the Local Exchenge Compeny's expense, any such waxes that the Local Exchange Cumpany deems are improperry levied.

## VII. I.VDESMTIICATION

To the excent not probibited by law, each party will iedemnify the other and bold the other hamess againt any loss, cont claim, injury, or liability relating to or ansing out of
segigence or millful miscoodug by 'be indemnifyng party of its ageats of coatractors in :2cnecton wrth the indernifying party's pronsion of services, pronded, however. 'hat any -. demarty ior my ioss, cort, claim. ujury or iability ansing out of or relang to errors of zrissions an: fie provision of services under thas A greetmeat shail be limuted as ochermse pectified in this Agreement. The indemafying party under this Secnon agrees to defeed any surt zrought aganst the other party for any such loss, cost claim ujury or liabiliry. The indernafied zarty agrees to cocfy the other party promply, in wning, of any wniten claims, lawsuits, or temands for which the other party is responsible under this Secuon and to cooperus in every :essonable way to faclitate defense or setiement of clams. The indemnifyieg perty shail not be iable under this Section for setdement by the indemanfed party of any claim, lawruit, or demand aness the defense of the claim, lawruit, of demand bas been tendered to it in wning and the indemnifying party has unreasoasbly failed to ssume such defenes.

## VIIL LEMTATION OF LHARITY

Verther party shail be liable to the ocher party for any lon profta or reverues or for any ndirech, noidental of consequeatial damages incurred by the other perty arising from thas + greement of the services performed or not performed bervunder, regardless of the cause of such oss or damage.

## $x$ vascynureous

7 01. :t:s inderrood and agreed to by the parces ihas BST zay provide sumber sernces to :wet :ectranies

 -Higs, and other requrements of the federal cours. the U. S. Deparment of furce and sute and federal regulatory ageacies. Nothing in this Agroement shall be constried to cause etther farty to nolate any such legal or regulatory requrement and either perty's obligation to perform ihail se rubject :0 ad such requirements.
903. The Local Exchange Company arves to submut to PST all advertising, shes promocion press releases, and other publicity maters relacing to chis Agreement wherein BST's corportate or Fade names. logos, trademarks or service marts of those of BST's amilieted compacies are menconed or language from which the coasoction of said anmen or trademarks theremith may be sierred or :mplied: and the Local Exchange Company furber agrees sot to publish of use 1dverusing, sales promotions, press releases, or publicity maters mithout BST's pror wntren 1pproval.
904. This A greement coasciturea the entire agreemeat berween be Local Exchange Company ind BST which supersedes all prior agreemeats or coatract, oral or wniten represestations. statementi. aegoterions, underrasdings. proposals and undertabings mith respect to the subject Thtart nereof.

7 05. Exeept as expreasly provided in chis A greemeat. if any part of this Agreemeat is teld or :occrued to be invalid or unenforceable. the validity of any other Section of thas Agreement , ail : : $:=$ an in full fore and effect to the exteat permassible or approprate in turterance of the A.ent ot :is threerent

7 66. Neither party shall be beid liable for any delay or failure in performance of any part of ins. A greement for any cause beyond its coatrol and mithout its fault or negligence. such as acts af God. acts of cinl or mulitary authority, governmeat regulations, embergoes, pidemics, war. :erronst acts, nots, insurrections, firts, explosions, earthquakes, auciesr wecidents, loods, sukes, Fower blackouts, voleanic action, other major envioamental disturbences, inurually severe westher conditions. insbility we secure protucts or services of other persons of trasportation factlines, or acts or omissions of transporasion common carriers.
907. This Agreement shall be deemed to be a contract made under the laws of tha State of Georgan and the construction interpretation and performance of this Agreement and all Insactions hereunder shall be goversed by the domertic law of such Sute.

N ( TINESS WHEREOF, the parces bave caused this A greememt io be execred by Levt filly antorizad offers.

BELLSOLTH TELECOMMLNTCATONS. NC.


THE LOCAL EXCHANGE COMPANY


## Attachment C-6

Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation
Description: Provides a customer the ability to receive validation of billing information through query of data stored in Be ISouth's LIDB data base. See below for additional information.

State(s): All

| Rate Elements | Doscription | Monthly | NonRecurring |
| :---: | :---: | :---: | :---: |
| LIOB Common Transport | Provides for tanspont of the customers query from the LIOB Locaton (RSTP) to the data base (SCP). This charge mill apply oach ome the customer requesta and recerives validation of a BellSouth caling card or requests and recenes the statias of a billed number associated wit a LEC line stored n . the BellSouth LIOB | \$0 00030 | - |
| LIDB Validation | Provides for query of data readent in BellSouttis LIO8 This rate will apply each tme a customer requests and recenves validation of LEC calling card or requesta and receives the status of a billad number associated with a LEC line stored in BellSouttis LIDB. <br> As set forth in Attachment C-5 (UOB Storage Agresment). preceding, each tme an ALEC data is used, BellSount will compensate that ALEC at a rate of $40 \%$ of BellSouttis LIOB Validaton rate per query. | \$003:00 | - |
| Originating Point Code Establishment or Change | Provides for the establishment of change of a customer requested Onginaung point Code. This charge mill apply each ome the customer establishes or changes a point code destration idenotying one of has locations or a location of one of has end users. | - | 59100 |
| CCS7 Signaling Connections | Rates, terms and condrions for CCS7 Signaling Cornectuons are as set form in Secton E6.8 of BellSouth Teiecommunicaton's inc singastate Access Services Tantf. |  |  |

## Attachment C. 7

## Unbundled Products and Services and New Services

Service: Signaling
Description: Provides for connection to and utilization of BellSouth's Signaling System 7 network for both call setup and non-call setup purposes.

State(s): All

| Rate Elements | Monthly Rate | Recurring Rate | NonRecurring | Applied Per |
| :---: | :---: | :---: | :---: | :---: |
| cC57 Signaling Connection | \$15500: | - | 551000 | 56 Koos tacility |
| - Provides a two-way digtal 56 Kbps dedicated tacility connecong a customers signaling point of interface in a LATA to a BellSouth STP. Each customers connection requires ether a pair or a quad of signaling connections. |  |  |  |  |
| cCS7 Signaling Termination <br> - Provides a customer dedicated point of interface at the BellSouth STP for each of the customers SS7 connectons. | \$35500 | - | - | STP Port |
| \|CCS7 Signaling Usage* <br> - Reters to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes | - | $\begin{aligned} & \$ 0.000023 \\ & \$ 0.000050 \end{aligned}$ |  | Call Set UD Ms TCAP M39. |
| CCST Signaling Usage Surrogate* | \$39500 | - | - | 56 Kobs facility |

## Attachment C. 8

Unbundled Products and Services and New Services

## Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance the customer may desire.

| Rate Elements | State(s) | Monthly Recurring | Applied Per |
| :---: | :---: | :---: | :---: |
| Operator Provided Call Mandling | All | \$1.17 | Per Work Minute |
| Call Completion Access Termination Charge | Alabama | 3006 | Per Call Attompt |
| This charge will be applicable per cail artempt | Flonda | $\$ 006$ | Per Call Artempt |
| and is in acdition io the Operator Provided | Georgia | 5006 | Per Call Aftempt |
| Cail handling enarge listed above | Kentucky | \$006 | Per Call Aftempt |
|  | Loursiana | \$0.06 | Per Call Aftempt Per Call Artempt |
|  | Mississippl | $\$ 0.06$ 50.08 | Per Call Attempt Per Call Attempt |
|  | S Carolina | \$0.00 | Per Call Attempt |
|  | Tennessee | 5012 | Per Call Attempt |
| Fully Automated Call Handling | All | 5015 | Per Artampt |
| Operator Services Transport |  |  |  |

## Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

## Description: Seobelow



## Attachment C. 10

Unbundled Products and Services and New Services

Service: Bus, Line Verification and Emergency Interrupt
Description: BellSouth will provide Inward Operator Service for Busy Line Verification and Verification and Emergency Interrupt.

State(s): All
Rates, Terms and Conditions: In all states, rates, terms and concitions will be applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff.

## Attachment C-11

## Uibundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)
Description: CMDS.Hosting is the Bellcore administered national system used to exchange Exchange Message Record (EMR) formatted message data among host companies.

All intraLATA and local messages originated and billed in the BellSouth Region involving BellSouth CMDS hosted companies will be processed through the Non-Send Paid Report System described in Attachment C-12 following.

State(s): All

| Rate Elements | Description | Monthly |
| :---: | :---: | :---: |
| Message Distribution | Message Distribution is routing determination and subsequent delivery of message data irom one company to another. Also included is the interface function with CMOS, where appropnate This charge is applied on a per message basis. | \$0 004 |
| Data Transmission | This charge is applied on a per message basis | \$0 $00 \cdot$ |

Unbundled Products and Services and New Services

## Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number !3ystem (CATS) reports and administration of associated e ements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.


Cortract Provions for RAO Hesung and NSPRS

## SECTCCN 1 SCOPEOF AGREEMENT

1 It This Agreement shall apoly to the sorvices of Revenue Aceounting Cfice (RAO) Hesung and the Non-Sert Paid Ropon System ;NSPRS) as provided by BeilSouth to the ALEC. The terms and condibons for the zrovisions of these semces are outined in the Exhibits to this Agreemert:

SECTION 2. CEFINITIONS
2.01 A. Cantrilized Merasa Olatrbution Systam is the BelCore adrninstered natonal system, gased in Kanses City, Miseount. used to exehange Exchange Message Record (EMR) formated tatia among hoet companies.
B. Comenangtog is the amount of money cue from Bellsouth to the ALEC or from the ALEC to BeISOuth for services and/or 'aculites provided under this Agreement.
C. Exchange Measage 8 econd is the nabonally administered standard formet for the exchange of data among Exchange Camers within the telecommunications industry.
D. 'nineomesoy Semement (ICS) is the revenue associated with charges billed by a company other than the compery in whose service ares such charges were incurred. ICS on s natsonal leval includes third number and credie card calls. ICS within the Bellsouth region includes third number, credit card and collect calle.
E. Mesence Ditpiputcen is routing determination and subsequent Ielivery of measege data from one company to another. Aleo netuded is the intartace function with CMOS, where approprlate.
 ealculates ICS amounts due from one company to another in the state of Flonde.
 exchange compery/atamate local exchange compary thet hee been insaigned a unicue RAO coce. Mesesge datia exchanged amony RAO strus companies is grouced (1.e. gacked) socorsing to Fromiterbill RAO combinatona.

## SECTON 3. RESPONSIBILITES OF THE PARTES

301 RAO Hoating and NSPRS services provided to the ALEC by BeilSorth will be in accortance with the methods and prectces regularty acocted and apgied by Boulsouth to the own operations durng the term of inis Agreement including swen revisions as may be mede from dme :o trme by Betsouth.

302 Tre ALEC shall fumieh all relevant information required by Bellsouth 'or the provision of RAO Hoating and NSPRS.

## SECTION 4. CCMPENSATION ARRANGEMENTS

401 Apoilcable compensation arrounts will be billed by Bellsonth to the ALEC on a monthly besid in arrears. Amounts dus from one perty to the other (excluding acfuetments) are peybbie within tivity (30) says of receiot of the billing atatament.

## SECTOO 5. ASSOCLATED EXHIEITS

501 l.sted betow are the extribitas aseociated with this Agreement.
Exhibe A Masesge Dlatibution Service (RAO Hosing)
Erhbit B Intarcompeny Sottoments (NSPRS)
502 from trine to time by writen agreement of the parsed, new Exibite Tay wo subeturted for the attiched Exhibita, superseding and sancouing the Eribits than in effect

## SECTION A. TERM OF AGREEMENT

## 901 This segestrent is effectve and will conuinue in force noid tarminetad, with or without cause. oy thirty $(\mathbf{3 0})$ days gnor notee n writug from erther garty to the other. This Agreement may be arrenced from time to ume unon wrtten agreement of the partes.

Executed this $\qquad$ day of $\qquad$ 1993.

MTNESS: THE ALEC
(tute)

MTNESS:
GELSSOUTH TELECOMMUNICATICNS,INC

## SECTON 1. SCOPE OP EXYIBIT

- 31 ~, sextibit specrifes the :ems and conditions. neluding compensation. .rsor which BeilSouth anall grovide message diatributen semice to - ALEC is sescribed mercin. message distribuben semvice netuces - ’ollcwing:
:) Massage Fonwarting to intraregion LEC/ALEC . Munction of - cesoning an ALEC mesesge and forwerding the messege to another LEC/ALEC in the BeilSouth region.

2) Message Fonwarting to CMOS . function of receiving an ALEC -ressege and forwarting thes messege on to CMOS.
3) Massage Forwarting from CMOS - Nunction of roceiving a massage 40 CM CMOS and forwerting that mecsege to the ALEC.

## SECTION 2. RESPONSIBILITES OF THE PARTES

2.01 An ALEC thet is CMOS noested by Bousouth mut heve ia own unique RAO code. Requeets for extabletinemt of RAO strtien where Bellocith s the selected CMOS intertscing nost, require wnituen notification form ine ALEC to BellSouth at leeet six ( $\%$ ) weoks grior to the proposed effecive date. The proposed effecive date mill be mutuaily agreed .con between the partee with conaideraton given to time neceessary 'or the compietion of required BellCore functione. Beilsouth will - equest the sesignment of an RAO code from tas connecting contracior. surtenty BeuCore, on behalf of the ALEC and will coordinatio ail assocested corversion scitives.
2.02 Bellsouth will rootive messages from the ALEC that are to be procsesed by Bensouth, another LEC/ALEC in the 8elsouth region or a LECC cutaide the Bellsouth region.
2.03 3eilSouth will perform invoice sequence chocking, standerd EMR 'ermat eciting, and belancing of message data with the EMR truier - coord counts on all detia recetred from the ALEC.
2.04 All datil received from the ALEC that is to bo processed or billed by another LECIALEC within the Bellsouth region will be divilutiod to inat LEC/ALEC in scoordance with the agroement(0) which mey io in offect between BellSouth and the involved LEC/ALEC.
2.05 All data recaived from Ne ALEC that is to te placed on the CMOS - otwork fer alseributon outaice to beilSouth region mil be mancied in accortence writ the agroement(s) which may be in offect selween EoilSouth and to connecting contractor (eurrenty Belle ere).

2:0 BeliSouth will recene mossages trom the CMOS nopwork that are sesuned to $\mathbf{c e}$ processed by the ALEC and will fonwerd them to the ALEC On a cally base.
2.07 Transmission of message data between BeilSouth and the ALEC will ze via alectronic data ransmisesion.
2.08 All messages and relatied tatia exinganged between seelsouth and the ALEC will be formatied in sceordance with sccopted industry standarde 'or EMR formatted records and gecked between appropiate EMR -eacer and trailer wocicts. aise in accordance with acospted nequstry standards.
2.09 The ALECC will onsure that the recorted msasege detal necesesery to recreate files provided to Bellsounth will be maintained for beck-wip purposes for a pertod of three (3) caliender montite beyond the celated message datee.
2.10 Should it become neceseary for the ALEC to send data to Bollsouth more than suxty (60) daye peat the meseege datio(3), the ALEC wal nouty Bellsouth in advance of the tranemission of the date. If there will be impacts outside the Bellsouth region, Bellsonth will work with is connecuing contractor and the ALEC to nouly all affected partien.
2.11 In the ovent that data to be exchanged botween the wo parten ahould zecome ioet or deftryed, both pardes will work together to determine the source of the probiem. Once the cause of the probiem has been pointy determined and the reeponsibis party (Bellsouth of the ALEC) centifed and sereed to, the company reaponsibio for crasting the data (Betlsouth of the ALsC) will meke every effort to have the affected data reatored and retrenemicted. If the data cannot be refleved, the - asponsible party will be liabio to the other party for any resulting cost revenue. Loet revenue may be a combination of revenues thet sould not be billed to the end users and asecciated scoese rovenues. Both parbes will work together to estimate the roverue amount based uDOn historical data through a mothod mutuality agreed upon. The -esulting estimated revenue loas will be gaid by the responsibie zarty to the other party within three (3) ealendar monthe of the date of problem cusclutson, or as mutualiy agraed upon by the partees.
2.12 Shoutd an error be detectid by the EMR formst edtes gerformed by Beasount on deta received from the ALEC, the entro pect contaning the afluctud deta wil not be processed by BollSouth. Boilsouth will -outy the ALEC of the error concition. The ALEC will correct the gror(s) and will resend the onure gack to BeilSowth for proceseing. n :re ovent that an out-of-sequence condition ceeurs on subsequent zacxs. ITO ALEC will resend these packs to BellScuth after the pack sentaining the error has been successfully reprocessed by BellSouth.
2.13 In associstion with mosesege distribution service. Benlsoutil will provide t. AbEC with associated intorcompany seutements reporta (nabonal and regional) as appropnatis.
2.14 In no case shall erther party be liable to the other for any dirbet or consequental demages incurred as a reaul of the obligations sot ont $n$ thrs agreement.

SECTION 3. COMPENSATION
3.01 For messege distributon service provided by Betsouth for the ALEC. Bousouth shall recaive the following as compensation:

$$
\text { Rate Per Messege } \quad \$ 0.004
$$

3.02 For tata tranemission associated with messege distribution service. BeliSouth shall receive the foilowing as compensation:
Rats Per Messege
$\$ 0.001$
 and the ALEC for the ourpose of data bansmisalion. Where a dedicatiod ine is recured. the ALEC will be rosconsibit for ordering the efrcure gversectry ita instaitation and coorsinating the installation with EeriSouth The ALEC will also be responsibie for any Chargee a ssociated with this line. Equipment recuired on the Bensouth end -o arrach tre line to the mainframe computer and to traname succasstully ongeing will be negotated on a case by case basia. Amere a sial-ug facility is required. dial circuita mill be instailed in ine BellSouth data center by Boulonth and the ascocisted charget assessed to the ALEC. Additonally, all mesasge tod enarges associsted with the use of the diel circuik by the ALEC will be the - esconsibility of the ALEC. Associsted equipment on the Bellscum end. including a modem. will be negotated on a case by case beas sotween the parbea.
3. CA all equipment inctuding moderne and softwers, thet is required on the ALEC end for the purpoee of catia transmission will be the responswility of the ALEC.

SECTCN 1. SCOPE OF EXHIBIT

- 01 This Extiot soecries the terms and concitions, inctucing :ercensation. uncer which BeHSouth and the ALEC will comgensate. each ctuer for Intercompany Sertoments (ICS) messeges.

SECTION 2. RESPONSIBILITIES OF THE PARTES
2.01 BeilSovith will remt to the ALEC the rovenue. ase a billing charge. 'or IntraLATA ICS meseagee. bocel ICS measegen. and chargen for sther services when reisted mesesges anc/or semces are pronded כy the ALEC and bulled to:

1) a Beilsouth qustomer.
2) inother company within the BellSouth region (exctuding Flonta) associated with the exchange of measege data with Beelsouth (exctuding CIID and 891 meseages).
3) another compeny within the conterminous Unitied Stated thet utulizee CMDS directy or indrecty and sestee with sentsouth tirectiy or indirectly through the Credk Card and Third Number Sorternent Syutern (CATS) adminiaterad by BowCore.
4) another compeny utilling the non-conterminous RAO codee associated with ATAT's Tranaport and Tracioing Intercompeny System sewementa with BellSouth.
2.02 Trese otree services inctude. but are not limited th:
5) Maritime Mobio Raciotoleghone Sorvices radio link charges as ant forth in the FCC's Mantime Mobile Radiotetephone Serrices tanti.
6) Aviation Radietaiephone Servica racio link charget as set 'orter in the FCC's Avtation Raclotelephone Service tanfl.
7) Puble Land Mobile Radioteleghone Transient-Unk Norr-Tol Service changes as approved by the authorized state regulatory commission (or municipel regulatory authorty).
8) Nor-Toul Service Chargea billed to a calling card or to a thrrs number ea filed with and aporoved by the authortesed statio regutatiory commiseion (or municieal reguletory authonty).
9) Olrectory Asastanca $C$ all $C$ marges :o a cailing card or to a :Mird number as acproved by the authonzed reguletory :immission.
2.23 T- ALEC mil bill, collect and remit to BenlSouth the evarges for ntralaTA and/or local ICS meseeges and other services as Eescibed above where such mesesges and/or services are arovided by:
10) Belsouth.
11) another company within the sellouth region (exeluding Fionida) assocteted with the exchange of meseege dati with Beulsouth (exetucing ClIO and 891 mesenges).
12) ancther company within the conterminous United Strits in at utilises CMDS directity $o r$ indirecty and seewes with Belsouth directy or indlrectly through the Credik Card and Thind Number Settement System (CATS).
2.04 For ICS revenues involving the ALEC and other non-8ellsouth LECs/ALECs within the state. Beilsouth will provide the ALSC with montrly reports summarizing the ICS revenuee for meeanges thet enginated wrin the ALEC and were billed by esch of the other Fionda -ECs/ALECs and those mesesges that onginated with esch of the sther Flonda LECe/ALECs and wore billed by the ALEC.

## SECTICN 3. CCMPENSATION

## 301 The forlowing compensation shall ce colained by 'so billing compenty 'or 'te zilling of ICS mosseges and services:

-) Zails sriginated and billed in Flonca $50: 668$ zr sriginated and oulod in North Carolina

Calls onginated in any of the states mithin
50.65

BeilSouth region and billed in that same state
2) Cails onginated in a state mithin BeilSouth's 30.05 - egion and buled in enother state of onginated $n$ another state and biled in a state within 3ellSouth's region
3) Cails onginated in a state within BeilSouth's 30.16 - egion and billed outsice the conterminous United States

Service: Virtual Collocation

# Description: Virtual Expanded Interconnection Service (VEIS) provides for location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities. 

State(s): All
Rates, Terms and Conditions: In all states, the rates, terms and conditions will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate Access Service Tariff, F.C.C. No. 1.

## Service: Physical Collocation

> Description: Per FCC - (10/19/92 FCC Order, para 39) Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain, and repair this equipment."

State(s): All
Rates. Terms and Conditions: Rates as attached

## Rates for Physical Interconnection

| Rate Element | Application/Description | Type of Charge | Rate |
| :---: | :---: | :---: | :---: |
| Aoplication Fee | Applies per arrangement per location | Nonrecurring | Taniff Rates (Same as Virtual) |
| Space Preparation Fee | Applies for survey and design of space. covers shared building modification costs | Nonrecurring | ICB - See Note 1 Will not te less than $\$ 1800$ - not to exceed $\$ 8500$ uniess HVAC or power plant upgrads. If so, rates to be ICB. |
| Space Construction Fee | Covers materials and construction of optional cage in 100 square foot increments | Nonrecurring | $\begin{aligned} & \$ 29.744 .00 \\ & \text { See Note } 2 \end{aligned}$ |
| Cable Installation Fee | Applies per entrance cable | Nonrecurring | Tariff Rates (Same as Virtual) |
| Fioor Space | Per square foot. for Zone A and Zone B offices respectively | Monthly Recurring | $\begin{aligned} & \$ 750 / \$ 8.75 \\ & \text { See Note } 3 \end{aligned}$ |
| Power | Per ampere based on manufacturer's specifications | Monthly Recurring | \$5.14 per ampere |
| Cable Support Structure | Applies per entrance cable | Monthly Recurring | \$13 35 per cable |
| POT Bay | Optional Point of Termination bay; rate is per DS 1/DS3 cross-connect respectively | Monthly <br> Recurring | $\begin{aligned} & \$ 120 / \$ 5<0 \\ & \text { See Note } 4 \end{aligned}$ |
| Cross-Connects | Per DS1/DS3 respectively | Monthly Recurring | \$800/\$7248 |
| Securty Escort | First and additional half hour increments. per taniff rate in Basic time ( $B$ ). Overtime ( $O$ ) and Premium time ( $P$ ) | As Required | $\$ 41.00 / \$ 2500 \mathrm{~B}$ $\$ 48.00 / \$ 3000 \mathrm{O}$ $\$ 5500 / \$ 3500 \mathrm{P}$ |

Note 1
Note 2

No:e 3
Note $4 \quad$ Applies when collocator does not supply their own POT bay

BellSouth Zone A Ofrices - as of May 1996
EX=Exemot from Physical

| STATE | CITY | OFFICE | CLLI | STATUS |
| :--- | :--- | :--- | :--- | :--- |
| AL | Birmungham | Main \& Toll | BRHMALMLA | EX |
|  | Montgomery | Main \& Toll | MTGMALMT |  |
|  | Mobile | Azalea | MOBLALAZ |  |
| FL | Boca Raton | Boca Teeca | BCRTFLBT |  |
|  | For Lauderdale | Main Relief | FTLDF |  |


|  | Cypress | FTLDFLCY |  |
| :---: | :---: | :---: | :---: |
|  | Plantation | FTLDFLPL |  |
| Jacksonville Beach | Main | JCBHFLMA |  |
| Jacksonville | Arlington | JCVLFLAR |  |
|  | Beachwood | JCVLFLBW |  |
|  | Clay Street | JCVLFLCL |  |
|  | Southpoint | JCVLFLT | EX |
| $\cdots$ | Normandy | JCVLFLNO |  |
|  | Riverside | JCVLFLRV |  |
|  | San Jose | JCVLFLSJ | EX |
|  | San Marco | JCVLFLSM |  |
|  | Westconnett | JCVLFLWC |  |
|  | Mandanin Avenues | MNDRFLAV | EX |
|  | Mandann I.oretto | MNDRFLLO |  |
| Lake Mary | Lake Mary | LKMRFLMA | EX |
| \iami | Grande | MAMFFLGR |  |
|  | Palmetto | MAMMFLPL |  |
|  | Alhambra | IMIAMFLAE |  |
| 1 | Bayshore | MAMFLBA |  |
| 1 | Metro | MIAMFLME |  |
| Melbourne | Main | MLBRFLMA |  |
| Orlando | Magnolia | ORLDFLMLA |  |
|  | Azalea Park | ORLDFLAP |  |
|  | Sand Lake | ORLDFLSL |  |
|  | Pinecastle | ORLDFLPC |  |
|  | Pinetulls | ORLDFLPH |  |
| West Palm Beach | Annex (Main tnnex) | WPBFFLAN |  |


| GA | Athens | Athens | ATHNGAMA |
| :---: | :---: | :---: | :---: |
|  | Atlanta | Courtiand St | ATLNGACS |
|  |  | Peachtree PI | +TL.VG. 4 PP |
|  |  | Buckhead | ATLNG, ABU |
|  |  | East Point | ATLNGAEP |
|  |  | Toco Hills | ATLNGATH |
|  |  | Sandy Springs | ATLNGASS |
|  | Laiburn | Lilburn | LLBNGA.MA |
|  | Smyma | Power Ferry | SMYRGAPF |
|  |  | Smyma Main | SMYRGAMA |
|  | Tucker | Tucker Main | TUKRGAMA EX |
|  | Roswell | Roswell Main | RSWLGAMA |
|  | Vorcross | Norcross Main | NRCRGAMA |
|  | Manetta | Manetta Main | MRRTGAMA |
|  | Dunwoody | Dunwoody Main | DNWDGAMA |
|  | Npharetta | Alpharetta Main | ALPRGAMA |
|  | Columbus | Columbus Main | CLMBGAMT |
| KY | Louisvile | Armory Place | LSVLKYAP EX |
|  |  | Westport Rd | LSVLKYWE EX |
|  |  | Beechmont | LSVLKYBE |
|  |  | Bardstown Road | LSVLKYBR EX |
|  |  | Fern Creeek | LSVLKYFC |
|  |  | JTown | LSVLKYT |
|  |  | Mathews | LSVLKYSM |
|  |  | Thurd Street | LSVLKYTS |
| L.A | New Orieans | Main | NWORLAMA |
|  | Baton Rouge | Main | BTRGLAMA |
| $\therefore 15$ | Hatmesburg | Hattesburg Main | HTBGMSMA |
|  | Jackson | Cap Pear! | ICSNMSCP |
|  | Vicksburg | Vicksburg | VCBGMSMA |
| $\therefore C$ | Cary | Central | NARYNCCE |
|  | Chapel Hill | Rosemary | CPHLNCRO |
|  | Charlotie | Caldwell | CHRLNCCA |
|  |  | South Boulevard | CHRLNCBO |



## Attachment C. 14

## Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

Rates, terms and conditions: This service will be provided vit a Standard License Agreement.

Unbundied Products and Services and New Services

Service: Unbuntled Exchange Access Loop
Description: Provides the connection from the serving centrai office to a subscriber's premises. if is engineered to meet the same parameters as a residence or business exchange access tine.
information relative to muitiplexing of the Unbundled Exchange Access Loop is described in Attachment C. 16 following.

| Statels): | Alabama |  |  | Florida |  |  | $\frac{\text { Gecrgis }}{\text { Monthiy }}$ | $\begin{gathered} \text { Honrocurting Chalget } \\ \text { Firat Adfil} \\ \hline \end{gathered}$ |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Rate Elaments | Montinly | $\underset{\substack{\text { Moncecurring } \\ \text { First }}}{ }$ | $\begin{aligned} & \text { harges } \\ & \text { Adofi } \\ & \hline \end{aligned}$ | Monchly | Konrecurning First | $\begin{aligned} & \text { harges } \\ & \text { Add'! } \end{aligned}$ |  |  |  |
| Unouncias Exerange Access bood | 12500 | \$140 0 | 1450 | 31700 | 814000 | 1450 | 52500 | 1 114000 | 3s $x$ |
| Urbungied Exerange acees $10 C$ |  |  |  |  |  |  |  |  |  |
| $\int^{-1006}$ |  |  |  | 528 51 51 50 | $\begin{aligned} & 187 \infty \\ & N / A \end{aligned}$ | N/A | 23201 52081 | \|r $\begin{array}{r}1108 \\ \text { nua }\end{array}$ | \%A |
|  | 3208 $\$ 200$ | N/A | N/A | \$ 8160 | N/A | N/A | \$2001 | N/A | $\sim 4$ |
| - Sver 25 Mies | \$1 35 | N/A | N/ 4 | 51 55 ! | N/A! | 6/A | 3195 | N/A | 4.4 |




## Attachment C. 16

## Unbundled Products and Services and New Services

## Service: Channelization System for Unbundled Exchange Access Loops

Description: This new rate element provides the multiplexing function for Unbundled Exchange Access Loops. It can convert up to 96 voice grade loops to DS1 level for connection with the ALEC's point of interface. The multip.axing can be done on a concentrated basis (delivers at 2 OSi level to customer premise) or on a non-concentrated basis (delivers at 4 DSi level to customer premise) at the option of the customer.

In addition to the following rates elements, 1.544 Mbps local channel and/or interoffice channel facilities may be required as set forth in E7 of BellSouth Telecommunication's, Inc.'s Intrastate Access Service Tariff for non-collocated ALECs.



## Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports
Description. An exchange port is the capability derived from the central office switch hardware and software required to permit end users to transmit or receive information over BellSouth's public switched network. It provides service enabling and network features and functionality such as translations, a telephone number, switching, announcements, supervision and touch-tone capability.

In addition, a BellSouth provided port with outgoing retwork access also provides access to other services such as operator sarvices, long distance service, etc. It may also be combinded with other services available in BellSouth's Intrastate Access Service Tariffs as technicaily feasible.

When an Unbundled Port is connected to BeilSouth provided collocated loops, cross-connection rate elements are required as set forth in Section 20 of BellSouth Telecommunications's, Inc.'s Interstate Access Tariff, FCC No.1.

| Alabama | Fiorida |  | Georgla |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
| Rate Elements | Rate Por | Rate Elements | Rate | Rate Elements | Rate |
| Monthly Rate Elats |  | Montuy |  | Monthly |  |
| Residence Port | 52.50 | Reswence Port | \$2.00 | Residence Port | 3229 |
| Busmess Port | 5700 | Bumness Port | \$4 50 | Bususes Port | 3450 |
| Pgx Trunk Port | 5700 | Pax Trunk Port | 5750 | Pax Trunk Port | 5717 |
| Rotary Semce | \$2001 | Rotary Semce | \$200 | Rotary Sernce | 8277 |
| Pamary Rate ISON NAS | 520001 |  |  |  |  |
| Usage-Mlleage Bands |  | Usage-(STS) |  | UsagedSTS) |  |
| A 2 -mes) | 5002 inemm | - nit min | 500275 | -secog per cal | 50:2 |
|  | 5001 Adot min | - adot min | 500125 | - per minute of |  |
| 2 $\cdots 2$ mues | 5004 int min |  |  | Hacson therezt | s: : |
|  | 3002 Adal min |  |  |  |  |
| $2 \cdot . .5$ mes. | 3006 int min |  |  |  |  |
|  | 5004 Adgl min |  |  |  |  |
| $=\cdots 22$-ies 3 elsing - EA gescribed |  |  |  |  |  |
| n 415 greater $\overline{\text { an }} 22 \mathrm{~mm})$ | 3010 int min |  |  |  |  |
|  | 3007 Add 7 ma |  |  |  |  |
| E : 2.30 mies) | $5010, \mathrm{imm}$ |  |  |  |  |
|  | 5010 Add1 min |  |  |  |  |
| $=2 \cdot 40$ mues) | 5010 imm min |  |  |  |  |
|  | 50.10 Addl min |  |  |  |  |
| O Sesaa Gana*. | 5010 immme |  |  |  |  |
|  | 3010 Adgl min |  |  |  |  |

[^2]Service: Unbundled Exchange Ports (Cont'd)


| Aata Eiements | Rates Por |
| :---: | :---: |
| Monteriy |  |
| -n-4anco ${ }^{\text {ant }}$ | 140 |
| Bubinese $x^{\infty}$ | $810 \times 0$ |
| Dgx trana Dot | $510 \times$ |
| Arary sames | 1550 |
| Wiage Miue Bands |  |
|  | 10.02 mas |
|  | 1005 mel |
| $\underline{C, x-m}$ | 20.10 mm |

Attachment C-18
Unbundled Products and Services and New Services
Service: Local Calling Area Boundary Guide
Description: Provided to ALECs to assist in deployment of numberson their network to conform with BellSouth existinglocal calling area geographics.
State: All
Rate(s): No Charge

## APPLICABLE DISCOUNTS

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

DISCCUNT

| STATE | RESIDENCE | BUSINESS |
| :---: | :---: | :---: |
| ALABAMA | $10 \%$ | $10 \%$ |
| FLORIDA | $18 \%$ | $12 \%$ |
| GEORGIA | $20.3 \%^{*}$ | $17.3 \%{ }^{\circ}$ |
| KENTUCKY | $10 \%$ | $8 \%$ |
| LOUISIANA | $11 \%$ | $10 \%$ |
| MISSISSIPPI | $9 \%$ | $8 \%$ |
| NORTH CAROLINA | $12 \%$ | $9 \%$ |
| SOUTH CAROLINA | $10 \%$ | $9 \%$ |
| TENNESSEE | $11 \%$ | $9 \%$ |

-The Georgia discount is subject to change as a result of final resolution of the order of the Georgia Public Service Commission, issued June 12, 1996.

Discounts will not apply to: Unbundled port service; nonrecurring charges; federal or state subscriber line charges; inside wire maintenance plans; pass-through charges (e.g. N11 end user charges); and taxes

Arrangements Set by the Commission

| 950984, <br> 950985 | BellSouth - NCImetro and MFS - FL |
| :---: | :---: |
| Interconnection | Mutual traffic exchange |
| Unbundling/Resale | $\$ 17.00-2-w i r e ~ v o i c e ~ g r a d e ~ a n a l o g ~ l o o p ~(i n t e r i m) ~$ <br> $52.00-2-w i r e ~ a n a l o g ~ p o r t ~(i n t e r i m) ~$ |
| Temporary Number <br> Portability | $\$ 1.00$ res, or bus. - $\$ .50$ per alditional path and <br> $\$ 10.00$ |


| $\begin{aligned} & 960984, \\ & 960985 \end{aligned}$ | GTEFL - MFS-FL |
| :---: | :---: |
| Interconnection | Mutual traffic exchange |
| Unbundling/Resale* |  |
| Temporary Number Portability | $\$ 1.00$ res. or bus. - $\$ .50$ per additional path and $\$ 10.00$ per order nonrecurring charge |

- Subject to Reconsideration

| $\begin{aligned} & 950984, \\ & 950985 \end{aligned}$ | United/Centel - Time Warner, Continental, \& MPS-FL |
| :---: | :---: |
| Interconnection | Mutual traffic exchange |
| Unbundling/Resale * | $\$ 15.00$ - 2-wire voice grade analog loop (interim) <br> S 7.00 - 2-wire analog port (interim) |
| Temporary Number Portability | $\$ 1.00$ res. or bus. - $\$ .50$ per additional path and $\$ 10,00$ per order nonrecurring charge |

[^3]Agreements Negotiated with Certificated ALECs; Approved by the Commission

| 950985 | MCImetro - BellSouth ** |
| :--- | :--- |
| Interconaection | $\$ 0.011 /$ minute - Florida Rate |
| Unbunding/Resale | Not a part of agreement. |
| Temporary Number <br> Portability | $\$ 1.25$ res. $\$ \$ 1.50$ bus. - $\$ .50$ per additional path <br> and $\$ 25.00$ per order nonrecurring charge |

Agreement allows MCImetro to take interconnection or temporary number portability via a Commission ordered tariff of another agreement.

| 960228 | $* *$ GTEFL - Intermedia |
| :--- | :--- |
| Interconnection | $\$ .011136 /$ minute, w/105t cap |
| Unbundling/Resale | $\$ 23.00-2$-wire voice grade analog loop |
| Temporary Number <br> Portability | $\$ 1.25$ res. or bus. - $\$ .50$ per additional path and <br> $\$ 5.00$ per order nonrecurring charge |

** Approved under Federal Act.

| 950696, | * BellSouth-FCTA, Time Warner, |
| :--- | :---: |
| 950737, |  |
| 950984, |  |
| 950985 |  |$\quad$| Continental |
| :--- |

* Approved under state law.

| 960719 | BellSouth - Time Warner/Digital Media Partners |
| :---: | :---: |
| Interconnection | \$0.01/minute; however, <br> Mutual traffic exchange will apply: <br> Months $1-6$ <br> Months $7-12$ if out of balance $<=\$ 40,000$ <br> Monthe 13-18 if out of balance $<=\$ 30,000$ <br> Months 19-24 if out of balance $<=\$ 20,000$ |
| Unbundling/Resale | No Agreement. Bell offered retail rate minus avoided coste but did not identify what the avolded costs were. |
| Temporary Number Portability | $\$ 1.15$ res. for 6 paths - $\$ .50$ per additional path $\$ 2.25$ bus. for 10 paths - $\$ .50$ per additional path No nonrecurring charge |


| 960769 | Bellsouth - Intermecia |
| :---: | :---: |
| Interconnection | \$0.01028/minute $w / 105 t$ Cap -Dedicated <br> so.01056/minute w/ 2051 Cap-Tandem <br> However, Mutual traffic exchange will apply: <br> Months <br> 1-6 <br> Months 7-12 if out of balance < $\$ 40,000$ <br> Monthe 13-18 if out of balance < $\$ 30,000$ <br> Monthn 19-24 if out of balance < $\$ 20,000$ |
| Unbundling/Resale | Unbundiing: |
| Temporary Number Portability | $\$ 1.15$ res. for 6 paths - $\$ .50$ per additional path $\$ 2.25$ bun. for 10 pathe - $\$ .50$ per additional path No nonrecurring charge |


| 960791 | United/Centel - Intermedia |
| :---: | :---: |
| Interconnection | Option A - \$2,137 DS-1 Port <br> Option B - $\$ .01979 /$ ininute, w/205t cap |
| Unbundling/Resale | \$19.05 - 2-wire voice grade analog loop |
| Temporary Number Portability | $\$ 1.25$ res. or bus. - $\$ .50$ per additional path and $\$ 25.00$ per order nonrecurring charge |


| 960795 | BellSouth - Telephone Company of Central |
| :--- | :--- |
| Florida |  |$|$| Intercornection | Not a part of the agreement. |
| :--- | :--- |
| Unbundiling/Resale | Resale -18t off residential retail rates. <br> 12t off business retail rates. |
| Temporary Number <br> Portability | Not a part of the agreement. |


| 960801 | United/Centel - SprintMetro |
| :--- | :--- |
| Interconnection | Option $\mathrm{A}-\$ 2.137 \mathrm{DS}-1$ Port <br> Option $\mathrm{B}-\$ .01979 /$ minute, w/105t cap |
| Unbunding/Resale | $\$ 19.05-2-$ wire voice grade analog loop |
| Temporary Number <br> Portability | $\$ 1.25$ res. or bus. $\$ .50$ per additional path and <br> $\$ 25.00$ per order nonrecurring charge |

These are the proposed agreements for this agenda:

| 960845 | BellSouth - SouthEast |
| :--- | :--- |
| Interconnection | Not a part of the agreement. |
| Unbundling/Resale | Resale -18t off residential retail rates. <br> $12 t$ off business retail rates. |
| Temporary Number <br> Portability | Not a part of the agreement. |


| 960852 | Bellsouth - Payphone Consultants, Inc. |
| :--- | :---: |
| Interconnection | Not a part of the agreement. |
| Unbundling/Resale | Resale - 184 off residential retail rates. |
| $12 t$ off business retail rates. |  |
| Temporary Number <br> Portability | Not a part of the agreement. |



| 960862 | Bellsouth - Teleport |
| :---: | :---: |
| Interconnection | \$0.01028/minute w/ 1054 Cap-Dedicated $\$ 0.01056 /$ minute $w / 1051$ Cap -Tandem <br> However, Mutual traffic exchange will apply: <br> Months 1-6 <br> Months $7-12$ if out of balance $<\$ 40,000$ <br> Months $13-18$ if out of balance $\leqslant \$ 30,000$ <br> Months 19-24 if out of balance < $\$ 20,000$ |
| Unbundling/Resale | Unbundiing: <br> \$2.00 - Residence Port <br> $\$ 4.50$ - Business Port <br> $\$ 7.50$ - PBX Trunk Port <br> $\$ 2.00$ - Rotary Service <br> $\$ 0.0275 / 1 \mathrm{st}$ minute - Usage on Port <br> $\$ 0.0125 /$ Add' 1 minutes - Usage on Port <br> \$ 17.00 - Unbundled Exchange Access Loop <br> $\$ 140.00$ - NRC 1 st Loop <br> \$ 45.00 - NRC Add' 1 Loop <br> Resale: <br> 184 off Residential Retail Rates <br> 121 off Business Retail Rates |
| Temporary Number Portability | Remote Call Forwarding: <br> $\$ 1.15$ res. for 6 paths - $\$ .50$ per add' 1 path <br> $\$ 2.25$ bus. for 10 paths - $\$ .50$ per add'l path No nonrecurring charge. |


| 960863 | Bellsouth - TriComm |
| :---: | :---: |
| Interconnection | $\$ 0.01028 /$ minute $w / 1051$ Cap-Dedicated <br> $\$ 0.01056 /$ minute $w / 1051$ Cap -Tandem <br> However, Mutual traffic exchange will apply: <br> Months 1-6 <br> Monthe 7-12 if out of balance < $\$ 40,000$ <br> Months 13-18 if out of balance < $\$ 30,000$ <br> Months 19-24 if out of balance < $\$ 20,000$ |
| Unbundling/Resale | Unbundling: <br> \$2.00 - Residence Port <br> $\$ 4.50$ - Bualineas Port <br> $\$ 7.50$ - PBX Trunk Port <br> $\$ 2.00$ - Rotary Service <br> $\$ 0.0275 / 1 \mathrm{st}$ minute - Usage on Port <br> $\$ 0.0125 /$ Add' 1 minutes - Usage on Port <br> \$ 21.15 - Unbundled Exchange Access Loop <br> $\$ 140.00$ - NRC 1 st Loop <br> $\$ 45.00$ - NRC Ada' 1 Loop <br> Resale: <br> 185 off Residential Retail Rates <br> 124 off Business Retall Rates |
| Temporary Number Portability | Remote Call Forvarding: <br> $\$ 1.25$ res. per ported - $\$ .50$ per additional path <br> $\$ 1.50$ bus. per ported - $\quad .50$ per additional path. <br> $\$ 25.00$ Nonrecurring charge. <br> Direct-Inward-Dial: <br> $\$ 0.01$ Per number per month recurring for both <br> $\$ 1.00$ Per number nonrecurring charge. <br> $\$ 25.00$ Per Order nonrecurring charge. |


| 960864 | BellSouth - American MetroComm |
| :---: | :---: |
| Interconnection | $\begin{aligned} & \text { \$0.01028/minute w/ } 105 \% \text { Cap -Dedicated } \\ & \$ 0.01056 / \text { minute w/ 105t Cap Tandem } \\ & \text { However. Mutual traffic exchange will apply: } \\ & \text { Months } 126 \\ & \text { Monthe } 7-12 \text { if out of balance } \$ 40,000 \\ & \text { Months } 13-18 \text { if out of balance } \$ 30,000 \\ & \text { Months } 19-24 \text { if out of balance e } \$ 20,000 \\ & \hline \end{aligned}$ |
| Unbundling/Resale | Unbunding: <br> $\$ 2.00$ - Reaidence Port <br> $\$ 4.50$ - Businese Port <br> \$7.50 - PBX Trunk Port <br> $\$ 2.00$ - Rotary Service <br> \$0.0275/1st minute - Usage on Port <br> $\$ 0.0125 /$ Add'1 minutes - Usage on Port <br> $\$ 17.00$ - Unbundled Exchange Access Loop <br> $\$ 140.00$ - NRC 1 st Loop <br> $\$ 45.00$ - NRC Add' 1 Loop <br> Resale: <br> 18t off Residential Retail Rates <br> 124 off Business Retail Rates |
| Temporary Number Portability | Remote Call Forwarding: <br> $\$ 1.15$ res. for 6 paths - $\$ .50$ per additional path <br> $\$ 2.25$ bus. for 10 pathe - $\$ .50$ per additional path. <br> No nonrecurring chare?. |


[^0]:     Seasons i imeranigit Aces Tans
    

[^1]:    - in adcoton to The vocal calling described in $A 3$ of BeiSouth's General Subscriber Service Taif, I any wee center in an exchange $s$ ocated when 40 miles of any wee center in the onginating exchange, local calling will be provided tom se ensue zrjratng exchange to the encore terminating exchange The usage charges for Band $O$ are
    afzicacie'tr -stances greater than 40 miles

[^2]:    - acçon :a $=$ - ecal gating described in $A J$ of BellSourtis Generai Subscnber Sence Tanff, A any me center in
    
     I上二 cave' $\because$ : s:acces jreater gan 40 mules

[^3]:    - Subject to Reconsideration

