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November 19, 1998

<u>VIA HAND DELIVERY</u>

Mrs. Blanca Bayo
Director of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399-0850

    Re: Petition by Intermedia Communications Inc. for
        Arbitration with BellSouth Telecommunications, Inc.,
        pursuant to the Telecommunications Act of 1996

Dear Mrs. Bayo:

Enclosed for filing are the original and fifteen (15) copies
of Intermedia Communications Inc.'s Petition for Arbitration with
BellSouth Telecommunications, Inc., along with a diskette in Word
Perfect 6.0.

Please acknowledge receipt of this transmittal by returning a
date-stamped copy of the enclosed cover letter duplicate in the
return envelope provided for that purpose.

Thank you for your assistance in this matter.

Sincerely,

Donna L. Canzano

DLC:plk
Enclosures

RECEIVED & FILED

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intermedia   )   DOCKET NO.:
Communications Inc. for   )
Arbitration with BellSouth   )   FILED:
Telecommunications, Inc., pursuant   )
to the Telecommunications Act of   )
1996   )
_____)

**PETITION FOR ARBITRATION
OF INTERMEDIA COMMUNICATIONS INC.**

I.   INTRODUCTION

Intermedia   Communications   Inc.   ("Intermedia"),   by   its
undersigned attorneys, pursuant to Section 252(b) of the
Communications Act of 1934, as amended (the "Act")[1] hereby
petitions the Florida Public Service Commission ("Commission")
to arbitrate certain unresolved issues in the interconnection
negotiations   between   Intermedia   and   BellSouth
Telecommunications, Inc. ("BellSouth").[2]   Specifically, as
described in detail hereafter, Intermedia requests arbitration
of disputes between the parties concerning: (1) the types of
unbundled local loops and loop equivalents that will be made
available and the pricing associated with the requested
unbundled local loops and loop equivalents; (2) specific
unbundled network elements that will be made available and the

_____

[1] 47 U.S.C. § 252(b).
[2] Negotiations continue with BellSouth on all open issues. As a result, Intermedia
anticipates a narrowing of issues for the state of Florida and will notify the Commission
of any agreement affecting the issues to be arbitrated as a result of these ongoing
discussions.

pricing associated with unbundled network elements requested: (a) dedicated transport UNEs; (b) local channel UNEs; (c) packet switching UNEs; (d) remote terminals; ; (e) unbundled channelization; (3) combinations of UNEs that will be made available; (4) collocation issues: (a) types of collocation that will be made available and the terms, conditions and pricing of such collocation arrangements; (b) collocation space exhaust provisions; (c) collocation costs; (d) virtual collocation provisions; (5) network conversion plan of Intermedia's embedded base to unbundled network elements; (6) volume and term pricing for specific unbundled local loops, specific unbundled network elements and certain resold se.. es; (7) pricing parity provisions; (8) performance measures; (9) penalties for non-performance; (10) reciprocal compensation issues: (a) compensation for ISP traffic; (b) reciprocal compensation rate levels; (11) number portability provisions; and (12) frame relay interconnection provisions. Intermedia specifically requests that an evidentiary hearing be held on these issues and that it be afforded an opportunity to conduct discovery on BellSouth's positions in advance of such hearing.[3] In support of this Petition, and in accordance with 252(b) of the Act, Intermedia states as follows.

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[3] Intermedia respectfully requests that a procedural schedule be established expeditiously to establish dates for the filing of prepared direct testimony, rebuttal testimony, exhibits, discovery requests and responses thereto.

correspondence affirming this agreement is attached hereto as Exhibit A. Accordingly, the Commission should render a decision by March 13, 1999.

5. Subsequent to the Agreement, the Parties have negotiated in an attempt to reach an agreement on the terms, conditions and rates of the requested interconnection. The Parties have reviewed draft agreements, held face-to-face meetings, and conducted various conference calls.

6. As a result of these negotiations, conducted by Intermedia in good faith, the Parties have reached agreement on a number of issues. Intermedia expects to be able to reduce the areas of agreement to agreed contract language and file such agreed terms with the arbitrator prior to the hearing on this matter. Exhibit B, appended hereto and incorporated herein by this reference, is an overview of the issues on which Intermedia believes tentative agreement was reached (resolved issues) and the issues on which Intermedia believes the parties have not reached agreement (unresolved issues) during the course of negotiations.[4] Unfortunately, as discussed hereafter, the Parties have been unable to agree on a number of issues, which Intermedia hereby submits for Commission arbitration.

---

[4]   To the extent an agreement is not finalized on some or all of these issues, Intermedia requests arbitration of these disputes as well.

-4-

Exhibit C, appended hereto and incorporated herein by this reference, is an issue identification list framing the specific issues upon which the Parties have been unable to reach agreement.

III. JURISDICTION OF THE COMMISSION

7. Under Section 252 of the Act, parties to a negotiation for interconnection, services or unbundled elements within a particular State have the right to petition the respective State commission for arbitration of any open issues when negotiations between them fail to yield an agreement.[5] Either party may seek such arbitration during the period between the 135th day and the 160th day, inclusive, after the date the incumbent LEC received the request for negotiation.[6] The Parties have agreed that, under Section 252(b) of the Act, the window for requesting arbitration in Florida began on October 26, 1998 and ends on November 20, 1998. Accordingly, Intermedia is filing this Petition within the time period established by the Act.

IV. ARBITRATION ISSUES

8. The Parties have not yet reached agreement on the following issues, and Intermedia hereby requests Commission arbitration on each such subject.

---

[5] 47 U.S.C § 252(b).
[6] Id.

16. Eighth, the Parties have not agreed on specific additional performance measures.

17. Ninth, the Parties have not agreed on penalties for non-performance for BellSouth's failure to meet the specific targeted performance measures mentioned above.

18. Tenth, the Parties have been unable to agree on reciprocal compensation issues, including compensation for ISP traffic and reciprocal compensation rate levels.

19. Eleventh, Intermedia and BellSouth have not agreed on number portability issues, specifically the provisions that will govern this issue.

20. Twelfth, Intermedia and BellSouth have not agreed on certain frame relay interconnection issues.

21. Thirteenth, Intermedia and BellSouth have not reached final agreement on the details of the subject matters referenced in Exhibit ?, attached hereto and incorporated herein by this reference, and Intermedia reserves its rights with respect to arbitration of any refusal by BellSouth to accede to the treatment of such issues in its proposed baseline interconnection agreement.

V.   POSITIONS OF THE PARTIES

22. Pursuant to Sections 252(b)(2)(i) and (ii) of the Act, Intermedia's position on each of the unresolved issues follows.   In addition, Intermedia states the position of BellSouth on each issue, as it is understood by Intermedia.

-7-

To the extent Intermedia inaccurately reports BellSouth's position, or BellSouth's final position is unknown to it, Intermedia expects that BellSouth will clarify its position, and the basis therefore, in its response pursuant to Section 252(b)(3) of the Act.

ISSUE 1: Should BellSouth be required to provide Intermedia, as requested, the following unbundled local loops: two and four-wire digitally conditioned "clear copper" loops, two-wire ISDN, two-wire ADSL, two-wire HDSL, four-wire HDSL, four-wire DS0, four-wire DS1, four-wire DS3, OC3, OC12, OC48 loops, and unbundled optical fiber loops? If yes, what is the price for each?

Intermedia's Position: In Florida, BellSouth has priced two-wire ISDN, two-wire ADSL, two-wire HDSL, four-wire HDSL, and four-wire DS1. Thus, these matters appear to be resolved.

Intermedia has requested four-wire DS0, but BellSouth has not yet provided the price for that loop. Similarly, Intermedia has requested that BellSouth provide "clear copper" DS3, OC3, OC12 and OC48 loops, and unbundled optical fiber loops, but it is unclear at this point whether BellSouth will ultimately agree to provide them.

Intermedia has also proposed language for "loop equivalents" when it is not technically possible for BellSouth to provide Intermedia with access to a "clean" copper loop capable of transmitting DSL-based traffic.

BellSouth should be required to price pursuant to the

1.544 Mbps, 3.088 Mbps, 4.632 Mbps, 6.176 Mbps, 7.720 Mbps, 9.264 Mbps, 10.808 Mbps, 12.350 Mbps, 13.896 Mbps, 15.440 Mbps, 16.984 Mbps, 18.528 Mbps, 20.072 Mbps.

If yes, what is the price for each; and

(e) unbundled channelization (multiplexing)?

Intermedia's Position:

(a) Yes. BellSouth must provide dedicated interoffice facilities, including DS0, DS1, DS3, OC3, OC12, OC48, and unbundled optical fiber between its central office. In Florida, BellSouth has priced and makes available DS1 dedicated interoffice transport. BellSouth does not yet have prices for DS0 and DS3, but Intermedia has requested them from BellSouth. Similarly, Intermedia has requested that BellSouth provide OC3, OC12, OC48, and unbundled optical fiber dedicated transport. BellSouth has proposed to charge Intermedia its full retail rates for such transport, claiming that it has not yet developed the UNE pricing for such unbundled dedicated interoffice transport elements. The Telecommunications Act, however, requires that interim rates should approximate to the greatest extent final TELRIC rates. BellSouth's retail rates do not provide such an approximation. Intermedia is willing to accept interim UNE pricing for these elements until permanent pricing is implemented, subject to true-up.

(b) Yes. Intermedia has asked BellSouth to provide Intermedia with DS0, DS1, DS3, OC3, OC12, OC48, and unbundled optical fiber local channel UNEs to interconnect its facilities with BellSouth. Intermedia defines a "local channel" UNE as a

transmission facility that interconnects a BellSouth central office and an Intermedia point of presence (POP) outside of a BellSouth central office.

(c) Yes. BellSouth is required under the Act and under FCC orders to provide UNEs for packet switched services, specifically unbundled frame relay packet switching as requested by Intermedia. The prices associated with these UNEs should also be developed pursuant to requirements of Section 252 (d)(1) of the Telecommunications Act.

(d) Yes. BellSouth should be required to provide interconnection to remote terminals at controlled environmental vaults and above ground enclosures. In addition, Intermedia is requesting that BellSouth provide remote terminal equipment as a UNE. This is the only means for Intermedia to access loops that pass through integrated digital loop carrier systems or similar remote concentration devices. Also, high-banawidth services, such as xDSL, cannot be provided over long loop lengths. In these situations, Intermedia would need access at points along the loop closer to the customer premises. BellSouth should required to: (1) allow Intermedia access to BellSouth's controlled environmental vaults and above ground enclosures (subloop unbundling); (2) permit Intermedia to collocate its equipment at such locations to the extent feasible and practicable; and (3) unbundle its remote terminal equipment in order to permit sharing with Intermedia, where there is no space available at the remote terminal for collocation.

(e) Yes. Intermedia has requested unbundled 1/0 and 3/1 multiplexing from BellSouth. BellSouth has responded by making available a UNE that it describes as "Loop Channelization." While the Loop Channelization UNE does perform the multiplexing function that Intermedia has requested, it is priced well in excess of BellSouth's tariffed multiplexing rate. This price disparity leads Intermedia to believe that BellSouth is proposing to provide Intermedia with digital loop carrier or similar equipment to perform the multiplexing function that Intermedia requires, even though this equipment is more expensive and is capable of providing more complex functions than Intermedia requires. Intermedia therefore requires that BellSouth provide a simple 1/0 and 3/1 multiplexer as an unbundled network element's, priced at TELRIC-based rates.

BellSouth's Position:

(a) BellSouth is still evaluating Intermedia's requests.

(b) BellSouth has rejected Intermedia's proposal for a local channel UNE. BellSouth will provide dedicated transport between BellSouth central offices only, but not between BellSouth's offices and Intermedia's offices even though there is a line item in the BellSouth proposed interconnection agreement pricing section reflecting a local channel element.

(c) BellSouth is still evaluating Intermedia's requests.

(d) BellSouth is still evaluating Intermedia's requests. It appears at this point, however, that BellSouth will not allow Intermedia to interconnect at remote terminal locations; nor

will BellSouth provide remote terminal equipment as a UNE.

(e) BellSouth is still evaluating Intermedia's requests.

ISSUE 3: Should BellSouth be required to provide Intermedia UNE combinations as requested? If yes, how should BellSouth provide the UNE combinations to Intermedia?

Intermedia's Position: Yes. Intermedia has proposed language that would require BellSouth to provide UNE combinations if the court, FCC, or State commission so requires. In addition, if BellSouth provides UNE combinations to any other carrier under a Section 251 interconnection agreement, BellSouth must provide the same to Intermedia. As a general matter, Intermedia believes that state commissions have the authority to define what constitutes a UNE. Under this authority, the Commission should require BellSouth to provide an Enhanced Extended Link ("EEL") UNE. EEL is a combination of unbundled loop, multiplexing, and transport. A diagram depicting an EEL is attached hereto as Exhibit E.

BellSouth's Position: BellSouth has refused to provide EEL within the context of a Section 251 interconnection agreement.

ISSUE 4:

(a) What other types of collocation alternatives should BellSouth be required to provide Intermedia and what are the terms, conditions and price for them?

1) shared/subleasing cage collocation;

2) ability to interconnect with other CLECs;

3) cageless collocation;

4) other issues.

b) In the event of BellSouth's claim of space exhaust, what should BellSouth be required to do?

c) Collocation Costs.

d) What modifications should BellSouth be required to make with respect to virtual collocation?

Intermedia's Position:

(a) 1) BellSouth should permit Intermedia to share collocation space in general and at a minimum in instances where the central office space is in an exhaust situation. This arrangement also contemplates the ability of CLECs to sublease portions of their collocation space.

(a) 2) Intermedia should be allowed to cross-connect its collocated equipment with other collocated equipment with no restrictions on cross connection.

(a) 3) There are two general varieties of cageless collocation proposed by Intermedia. Under one form, CLECs establish physical collocation arrangements in areas around the ILEC main distribution frame ("MDF"), so that their equipment may be commingled with ILEC equipment. Another form of cageless collocation is Secure Collocation Open Physical Environment, or "SCOPE," which allows CLECs to collocate in a secured but separate part of the ILEC central office. Under SCOPE, there is no cage enclosure around an individual CLEC's equipment; rather, different CLECs maintain their equipment in standard equipment racks that are lined up side-by-side. CLECs are

- 14 -

responsible for the installation and maintenance of their own equipment, and at their option, may place a security door over the portion of the equipment racks that they occupy. SCOPE uses a shared point of termination ("POT") bay that may be shared with other CLECs using SCOPE, and the capacity of the POT bay can be expanded by adding increments to the frames on the bay.

(a) 4) Intermedia should be allowed to determine for itself the type and cost of security it requires for the equipment it is physically collocating. 5) The Commission should preclude BellSouth from imposing other unnecessary collocation requirements on Intermedia, including any restrictions on the number of collocation requests Intermedia may place within a specified timeframe. In addition, BellSouth should permit Inte.media to reserve collocation space for future use. Moreover, the Commission should not allow BellSouth to require Intermedia to use BellSouth-certified vendor to extend power cabling to BellSouth's power distribution frame. Finally, with respect to power arrangements in collocation spaces, BellSouth should not be allowed to charge Intermedia based on the fused capacity of Intermedia's collocated equipment, but rather based on the amount of power actually used by Intermedia.

(b) In the event BellSouth denies Intermedia's request for physical collocation due to space limitations, Intermedia should be allowed to tour BellSouth's premises. BellSouth should provide reports regarding available collocation space,

including the amount of space available, the number of collocators, modifications to space since the last reporting period, and measures BellSouth is taking to make additional collocation space available. At a minimum, BellSouth must provide EELs as discussed previously, where space exhaust exists.

c) BellSouth should recover only the pro-rata share of central office space conditioning costs from all collocators. BellSouth should not assess unnecessary and hidden charges against Intermedia, such as charges for engineering reviews. Moreover, BellSouth should be prohibited from individual-case-basis or to-be-determined pricing of collocation. Finally, Intermedia's initial analysis of BellSouth's recurring and nonrecurring rates, is that as a general matter, they are high and do not appear to be cost-based pursuant to the pricing requirements of the Act. Collocation rates should be subject to the same cost-based, forward-looking pricing standards that apply to interconnection and unbundled network elements.

d) BellSouth's virtual collocation offering is of no value to Intermedia without certain modifications. Specifically, Intermedia should be allowed to hire BellSouth-approved contractors to combine UNEs in any virtual collocation arrangement. Further, the Commission should clarify that BellSouth may not mandate the use of a security escort when the BellSouth-approved contractor is performing provisioning, installation, maintenance, or repair work. Finally, BellSouth should be prohibited from requiring that Intermedia assign

title to its virtually collocated equipment to BellSouth.

BellSouth's Position: (a) 1) BellSouth has refused to provide shared cage collocation, including subleasing arrangements; (a) 2) It appears that BellSouth may allow interconnection between and among CLECs; however, the terms and conditions of such interconnection remain unclear; (a) 3) Intermedia understands that BellSouth will provide cageless collocation, but it is unclear what rates, terms and conditions apply; (a) 4) BellSouth requires security escorts; and (a) 5) BellSouth is still evaluating Intermedia's requests.

b) BellSouth is still evaluating Intermedia's requests.

c) BellSouth believes that phy:'cal collocation rates are appropriate, having been reviewed by the FCC and many state commissions.

(d) BellSouth is still evaluating Intermedia's requests.

ISSUE 5: What should BellSouth be required to provide Intermedia with respect to a network conversion plan of Intermedia's embedded base to UNEs?

Intermedia's Position: Intermedia has proposed contract language that would require a network conversion plan be established that sets forth the terms, conditions, and price by which Intermedia may convert services that it currently purchases from BellSouth under tariff (Intermedia's embedded base of services) to unbundled network elements. Such a plan would address items such as the number of conversions that would be performed within a given time period, etc. Intermedia

also proposes that Intermedia and BellSouth identify and agree to the non-recurring charges due to BellSouth for the conversion of Intermedia's existing base to unbundled network elements. Moreover, Intermedia proposes that BellSouth would agree to perform such conversions, to the extent possible, on a mechanized basis and further agree that where no physical changes to the network are required that the non-recurring charge will be developed to reflect the differential in the cost for BellSouth's performance of the conversion. Finally, Intermedia requires that BellSouth perform these conversions at a rate of 60 circuits per day, as opposed to 10-20 circuits per day proposed by BellSouth.

BellSouth's Position: BellSouth is still evaluating Intermedia's proposed contract language.

ISSUE 6: What volume and term pricing should BellSouth provide to Intermedia for specific unbundled network elements and resold services?

Intermedia's Position: Intermedia proposes that where it commits to purchase specific UNEs and specific resold services in significant volumes and/or terms longer than one month, that the pricing of these elements and services should reflect the resulting economies.

BellSouth's Position: BellSouth is still evaluating Intermedia's request.

ISSUE 7: What is BellSouth required to provide Intermedia with respect to pricing parity?

Intermedia's Position: Intermedia requests that BellSouth provide Intermedia telecommunications services, unbundled network elements (to the extent provided to its retail unit or affiliate), and interconnection under the same terms and conditions as BellSouth provides to itself. Specifically, BellSouth should provide to Intermedia the same pricing proposals as are provided to BellSouth's internal retail organization or affiliate plus the resale discount in competitive situations.

BellSouth's Position: BellSouth is still evaluating Intermedia's request and has stated that it will provide language as an alternative to Intermedia's proposal.

ISSUE 8: What additional performance measures is BellSouth required to provide Intermedia?

Intermedia's Position: Intermedia has proposed performance measures in addition to those BellSouth currently has in place for specific services and UNEs Intermedia purchases from BellSouth. Intermedia's proposed performance measures establish target intervals and true-up provisions based on BellSouth's performance to itself or affiliates. Intermedia proposes that calculations be based on average intervals consistent with service quality measurements. Moreover, the tracking of UNEs should be consistent with the terms of the agreement - for example, BellSouth should begin tracking a UNE

at the time the UNE is actually ordered by Intermedia. For xDSL service, however, Intermedia has proposed that in addition to tracking xDSL service at the time it is actually ordered, the xDSL category should be tracked by service type to be consistent with BellSouth's resale offerings. Intermedia's specific proposal is set forth in Exhibit F.

BellSouth's Position: BellSouth has not responded to Intermedia's proposal.

ISSUE 9: What penalties should be imposed if BellSouth fails to provide the services and UNEs referenced in Issue 8 as committed?

Intermedia's Position: Penalties should be established for failure of BellSouth to meet mutually established performance standards.

BellSouth's Position: BellSouth has rejected Intermedia's proposed non-performance penalties.

ISSUE 10: Reciprocal Compensation

(a) For purposes of reciprocal compensation, does the definition of local traffic include traffic that originates from or terminates to an Enhanced Service Provider (ESP) or Information Service Provider (ISP)?

(b) What are the appropriate reciprocal compensation rate levels?

Intermedia's Position: (a) Yes. The definition of local traffic includes traffic that originates from or terminates to an Enhanced Service Provider (ESP) or Information Service Provider (ISP), based on the 1996 Act, and FCC rules and orders. Moreover, every state and federal decision to date has consistently reached the conclusion that calls from an end-user to an ISP are local traffic subject to reciprocal compensation.

(b) BellSouth's proposed rates for reciprocal compensation appear to be low and not reflective of Intermedia's underlying cost structure. Intermedia proposed that the rate levels contained in the existing agreement should be continued.

BellSouth's Position: (a) No. BellSouth's believes that local traffic does not include traffic that originates from or terminates to an ESP or ISP. BellSouth's proposal includes language that the Parties agree the definition of local traffic does not include traffic that originates from or terminates to an ESP or ISP until the FCC or a court of competent jurisdiction determines in a final and nonappealable order that such traffic is local. Moreover, BellSouth proposes that the Parties will maintain billing records identifying all such ESP and ISP traffic and will adjust, if necessary, their mutual compensation billing for such local traffic consistent with the final Commission, FCC or court decision.

(b) BellSouth is evaluating Intermedia's request.

ISSUE 11: What number portability provisions should be used?

Intermedia's Position: Intermedia has proposed contract language for number portability.

BellSouth's Position: BellSouth is evaluating Intermedia's proposed language.

ISSUE 12: What Frame Relay measurement provisions should apply?

Intermedia's Position: Intermedia has proposed that a statistically valid sample be used.

BellSouth's Position: BellSouth is reviewing Intermedia's proposal.

VII. PROCEDURAL MATTERS

25.   Section 252(b)(4)(c) of the Act requires that the Commission render a decision in this proceeding not later than nine months after Bel South received Intermedia's request for negotiations, i.e., by March 13, 1999. To allow for the most expeditious conduct of this arbitration, Intermedia respectfully requests that the Commission convene a status conference, as promptly as possible, to establish a procedural schedule for the submission of testimony and discovery requests and the conduct of a hearing in this matter.

VIII.   CONCLUSION

Intermedia and BellSouth are in the process of negotiating terms of local interconnection. While the Parties have reached agreement on some issues, a number of other critical issues remain unresolved. While it still hopes to resolve these matters through negotiation, Intermedia respectfully requests Commission intervention and arbitration to resolve the remaining open issues in accordance with the provisions of Sections 251 and 252 of the Federal Telecommunications Act of 1996.

Respectfully submitted,

INTERMEDIA COMMUNICATIONS INC.

By: _Donna L. Canzano_

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(813) 829-4923 Facsimile

Dated: NOVEMBER 19, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by Hand Delivery* or U.S. Mail this 19th day of November, 1998, to the following:

Martha Carter Brown*
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

Nancy B. White*
c/o Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, #400
Tallahassee, FL 32301

Scott A. Sapperstein
Senior Policy Counsel
Intermedia Communications Inc.
3625 Queen Palm Drive
Tampa, FL 33619

Donna L. Canzano

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-

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intermedia   )   DOCKET NO.:
Communications Inc. for   )
Arbitration with BellSouth   )   FILED:
Telecommunications, Inc., pursuant   )
to the Telecommunications Act of   )
1996   )
_____)

INTERMEDIA COMMUNICATIONS INC.'S

DIRECT TESTIMONY OF JULIA STROW

.

November 19, 1998

1 Q. **PLEASE STATE YOUR NAME, EMPLOYER, POSITION, AND BUSINESS**

2   **ADDRESS.**

3 A. My name is Julia Strow. I am employed by Intermedia

4   Communications Inc. ("Intermedia") as Vice President,

5   Regulatory and External Affairs. My business address is

6   3625 Queen Palm Drive, Tampa, Florida 33619.

7 Q. **WHAT ARE YOUR RESPONSIBILITIES IN THAT POSITION?**

8 A. I am the primary interface between Intermedia and the

9   incumbent local exchange carriers ("ILECs"). In that

10   capacity, I am involved in interconnection negotiations

11   and arbitration's between Intermedia and the ILECs. I

12   am also primarily responsible for the setting of

13   Intermedia's regulatory policy.

14 Q. **PLEASE BRIEFLY DESCRIBE YOUR EDUCATIONAL BACKGROUND AND**

15   **PROFESSIONAL EXPERIENCE.**

16 A. I graduated from University of Texas in 1981 with a B.S.

17   in Communications. I joined AT&T in 1983 as a Sales

18   Account Executive responsible for major market accounts.

19   I subsequently held several positions with BellSouth's

20   Marketing Department, with responsibilities for Billing

21   and Collection and Toll Fraud Services. In 1987, I was

22   promoted to Product Manager for Billing Analysis

23   Services, with responsibility for the development and

24   management of BellSouth's toll fraud detection and

1

1   deterrence products. In 1988, I was promoted into the

2   BellSouth Federal Regulatory organization. During my

3   tenure there, I had responsibility for regulatory policy

4   development for various issues associated with Billing

5   and Collection Services, Access Services, and

6   Interconnection. In 1991, due to a restructuring of the

7   Federal Regulatory organization, my role was expanded to

8   include the development of state and federal policy for

9   the issues I mentioned above. During my last two years

10 in that organization, I supported regulatory policy

11 development for local competition, interconnection,

12 unbundling, and resale issues for BellSouth. I joined

13 Intermedia in April 1996 as Director of Strategic

14 Planning and Regulatory Policy. In April 1998, I became

15 Vice President, Regulatory and External Affairs.

16 Q. IS INTERMEDIA PROVIDING TELECOMMUNICATIONS SERVICE IN

17   FLORIDA AT THIS TIME?

18 A. Yes. Intermedia is providing a variety of facility

19   based and resold local and long-distance services within

20   Florida.

21 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY TODAY?

22 A. The purpose of my testimony is to identify and discuss

23   issues that Intermedia and BellSouth have not reached

2

1   agreement on in Section 251 interconnection

2   negotiations.

3 Q. **WERE YOU PERSONALLY INVOLVED IN NEGOTIATING THE**

4   **INTERCONNECTION AGREEMENT WHICH IS THE SUBJECT OF THIS**

5   **PROCEEDING?**

6 A. Yes. I was the lead negotiator for Intermedia's Section

7   251 interconnection agreement at issue here.

8 Q. **PLEASE SUMMARIZE YOUR TESTIMONY.**

9 A. The issues which are set for arbitration include the

10   provision and pricing of local interconnection

11   (reciprocal compensation), collocation, unbundled local

12   loops, and unbundled network elements including

13   combinations of elements, network · conversion to

14   unbundled network elements ("UNEs"), volume and term

15   pricing for specific UNEs and certain resold services,

16   pricing and parity provision, performance measures and

17   associated penalties for non-performance, number

18   portability and frame relay interconnection issues.

19   I. **BACKGROUND**

20 Q. **PLEASE DISCUSS THE INTERCONNECTION NEGOTIATIONS BETWEEN**

21   **INTERMEDIA AND BELLSOUTH.**

22 A. Intermedia formally initiated interconnection

23   negotiations with BellSouth on May 26, 1998. Intermedia

24   decided to file the instant petition for arbitration

1   after determining that the issues likely will not be

2   resolved without the involvement of the Commission.

3 Q. **ON WHAT ISSUES, IF ANY, HAVE INTERMEDIA AND BELLSOUTH**

4   **AGREED?**

5 A. Intermedia and BellSouth have agreed on several issues.

6   The resolved issues and currently disputed issues are

7   identified in Exhibit B attached.

8 Q. **ON WHAT ISSUES HAVE INTERMEDIA AND BELLSOUTH NOT AGREED?**

9 A. These disputed issues are also identified in Exhibit C.

10   Also attached is Exhibit D, which is a proposed

11   interconnection agreement addressing disputed issues

12   with language proposed by Intermedia. As reflected in

13   Exhibit C BellSouth and Intermedia have not agreed on

14   the following issues:

15   (1) types of unbundled local loops that will be made

16   available and the pricing associated with the requested

17   unbundled local loops;

18   (2) specific unbundled network elements that will be

19   made available and the pricing associated with unbundled

20   network elements requested, including:

21   (a) dedicated transport UNEs;

22   (b) local channel UNEs;

23   (c) packet switching UNEs;

24   (d) remote terminal UNEs;

4

1   (e) unbundled multiplexing;

2   (3) combinations of UNEs that will be made available;

3   (4) collocation;

4   (a) types of collocation that will be made

5   available and the terms, conditions and pricing of

6   collocation arrangements;

7   (b) collocation space exhaust provisions;

8   (c) collocation costs;

9   (d) virtual collocation provisions;

10   (5) network conversion plan for converting special

11   access lines now being purchased by Intermedia to

12   unbundled network elements;

13   (6) volume and term pricing for specific unbundled local

14   loops, and other specific unbundled network elements,

15   and certain resold services;

16   (7) pricing parity provisions;

17   (8) performance measures, and penalties for non-

18   performance;

19   (9) reciprocal compensation, including;

20   (a) compensation for ISP traffic;

21   (b) reciprocal compensation rate levels.

22   (10) Number Portability Provisions; and

23   (11) Frame Relay Interconnection Provisions.

24   II. **UNBUNDLED LOOP PROVISIONS**

5

1   Q.   **PLEASE IDENTIFY THE UNRESOLVED ISSUES BETWEEN INTERMEDIA**

2   **AND BELLSOUTH CONCERNING THE PROVISION OF UNBUNDLED**

3   **LOOPS?**

4   A.   The issue is whether BellSouth must provide "clean

5   copper," four-wire DS0, DS3, OC3, OC12 and OC48 loops,

6   as well as unbundled fiber loops to Intermedia.   The

7   Commission should answer this question in the

8   affirmative.

9   Q.   **WHAT TYPES OF LOOPS HAS BELLSOUTH AGREED TO PROVIDE TO**

10   **INTERMEDIA?**

11 A.   In Florida, BellSouth has priced two-wire ISDN, two-wire

12   ADSL, two-wire HDSL, four-wire HDSL, and four-wire DS1

13   unbundled loops.   .

14 Q.   **WHAT TYPES OF LOOPS HAS INTERMEDIA REQUESTED THAT**

15   **BELLSOUTH HAS REFUSED TO PROVIDE?**

16 A.   **FL**   Intermedia has requested that BellSouth provide

17   four-wire DS0 (56 kbps/64 kbps) and "clean copper"

18   conditioned two-wire and four-wire unbundled loops, but

19   BellSouth has not yet provided the price for those

20   loops.   Similarly, Intermedia has requested that

21   BellSouth provide four-wire DS3, OC3, OC12, OC48 and

22   unbundled fiber optic loops, but it is unclear at this

23   point whether BellSouth will ultimately agree to provide

24   them and at what price such loops would be provided.

1   Q.   **WHAT ARE YOU REQUESTING THIS COMMISSION TO DO WITH**

2   **RESPECT TO UNBUNDLED LOOPS?**

3   A.   Intermedia respectfully requests that the Commission

4   require BellSouth to make available and price in

5   accordance with the Telecommunications Act, Section 252

6   (d)(1) to Intermedia the loops mentioned above, to the

7   extent the prices have not been established and/or

8   BellSouth has not yet definitively agreed to provide the

9   particular loops.

10   Q.   **WHAT LEGAL AUTHORITY COMPELS BELLSOUTH TO PROVIDE THE**

11   **LOOPS YOU MENTIONED ABOVE?**

12   A.   Section 251(c)(3) of the 1996 Act requires ILECs to

13   provide access to unbundled elements at "any technically

14   feasible point." The Federal Communications Commission

15   ("FCC") has concluded that it is technically feasible

16   for ILECs to provide access to unbundled local loops

17   two- and four-wire digitally conditioned "clean copper"

18   loops, four-wire DS0, DS3, OC3, OC12, and OC48 loops,

19   as well as unbundled fiber optic loops fit within this

20   definition. Moreover, the FCC previously has concluded

21   that "two-wire and four-wire loops that are conditioned

22   to transmit the digital signals needed to provide

23   services such as ISDN, ADSL, HDSL, and DS1-level

24   signals," are included in the definition of "loops."

1   The 1996 Act and the FCC, therefore, require that the

2   loops requested by Intermedia should be provided by

3   BellSouth as UNEs.

4   Q. **WHAT PRICING STANDARDS, IF ANY, SHOULD APPLY TO THESE**

5   **LOOPS?**

6   A. The prices for these loops should be set at forward-

7   looking long-run economic cost pursuant to the mandates

8   of Section 252(d) of the 1996 Act.

9   III. OTHER UNBUNDLED NETWORK ELEMENT PROVISIONS

10 Q. **WHAT UNBUNDLED NETWORK ELEMENTS ARE IN DISPUTE BETWEEN**

11   **BELLSOUTH AND INTERMEDIA?**

12 A. In addition to the unbundled local loops mentioned

13   above, BellSouth has not agreed to provide interoffice

14   transport to Intermedia's offices, remote terminals,

15   packet switching elements, and optical fiber, as

16   requested by Intermedia.

17 Q. **WHAT IS INTEROFFICE TRANSPORT?**

18 A. Interoffice transport or interoffice transmission

19   facilities are the "highways of the local exchange."

20   See Southwestern Bell Telephone Company v. F.C.C., Case

21   No. 97-3389. They connect ILEC central offices to one

22   another and to offices of other carriers, and carry

23   telephone traffic between and among these offices.

24   Attached, as Exhibit G is a simplified illustration of

8

1   concluded that an ILEC may not limit the facilities to

2   which such interoffice facilities are connected

3   (provided such interconnection is technically feasible),

4   or the use of such facilities. In general, this means

5   that ILECs must provide interoffice facilities between

6   wire centers owned by ILECs or requesting carriers, or

7   between switches owned by ILECs or requesting carriers.

8 Q. HOW DOES BELLSOUTH DEFINE DEDICATED TRANSPORT?

9 A. BellSouth defines dedicated transport in its proposed

10   interconnection agreement as the interoffice

11   transmission path between two BellSouth offices.

12 Q. WHAT TYPES OF DEDICATED TRANSPORT UNEs IS BELLSOUTH

13   WILLING TO PROVIDE IN FLORIDA?

14 A. In Florida, BellSouth has priced and makes available DS1

15   dedicated interoffice transport.

16 Q. WHAT DEDICATED TRANSPORT UNEs HAS INTERMEDIA REQUESTED

17   THAT BELLSOUTH is NOT PROVIDING?

18 A. Intermedia has requested that BellSouth provide price

19   per the Telecommunications Act provisions for DS0, DS3,

20   OC3, OC12, and OC48 dedicated transport. BellSouth has

21   not refused to provide them, but BellSouth has not

22   established cost-based rates for the requested dedicated

23   interoffice transport. Instead, BellSouth has indicated

24   that the tariffed retail rate for analogous special

10

1   access or dedicated switched access services could be

2   used to price the requested UNEs. Additionally,

3   Intermedia has also requested access to unbundled dark

4   fiber for use as dedicated transport. BellSouth has not

5   agreed to provide optical fiber as a dedicated transport

6   UNE to Intermedia.

7 Q. **WHAT IS INTERMEDIA'S POSITION WITH RESPECT TO**

8   **BELLSOUTH'S PROPOSAL TO CHARGE INTERMEDIA ITS RETAIL**

9   **SERVICE RATES FOR DEDICATED TRANSPORT ELEMENTS WHERE NO**

10   **PRICING HAS BEEN DEVELOPED?**

11 A. BellSouth's proposal is not acceptable. Interim rates

12   should approximate to the greatest extent possible

13   forward-looking long-run economic cost. BellSouth's

14   retail rates do not provide such an approximation.

15   Intermedia is willing to accept interim UNE pricing for

16   these elements, provided the interim rates are set as

17   close to cost-based levels as possible, until permanent

18   pricing is implemented, subject to true-up. Intermedia

19   believes that BellSouth should have developed the

20   pricing for these network elements in anticipation of

21   requests for such unbundled transport. It is

22   unreasonable for BellSouth to charge retail rates for

23   these elements when they should be priced in conformity

24   with to Section 252 (d)(1) of the Act.

11

1 Q. **WHAT TYPES OF DEDICATED TRANSPORT DOES BELLSOUTH**

2   **CURRENTLY PROVIDE IN FLORIDA FOR WHICH BELLSOUTH HAS**

3   **COMMISSION-APPROVED RATES?**

4 A. It is my understanding that BellSouth provides dedicated

5   interoffice transport at a DS1 level in Florida. It is

6   my understanding that the Commission has determined, in

7   the context of an arbitration proceeding, that the rate

8   for DS1 dedicated transport is consistent with the

9   pricing requirements of the 1996 Act.

10 Q. **WHAT WOULD BE THE COMPETITIVE EFFECTS OF BELLSOUTH'S**

11   **FAILURE TO PROVIDE UNBUNDLED INTEROFFICE TRANSPORT AT**

12   **COST-BASED UNE RATES?**

13 A. BellSouth's failure to provide the unbundled dedicated

14   interoffice transport elements requested by Intermedia

15   at cost-based UNE rates would affect Intermedia's

16   ability to compete with BellSouth by forcing Intermedia

17   to incur higher costs. The FCC acknowledged this much

18   in its Local Competition Order, when it concluded that

19   the ILECs must provide interoffice transmission

20   facilities as UNEs:

21   The ability of new entrants to purchase the
22   interoffice facilities we have identified
23   will increase the speed with which
24   competitors enter the market. By unbundling
25   various dedicated and shared interoffice
26   facilities, a new entrant can purchase all
27   interoffice facilities on an unbundled basis

12

1   as part of a competing local network, or it
2   can combine its own interoffice facilities
3   with those of the incumbent LEC. The
4   opportunity to purchase unbundled interoffi e
5   facilities will decrease the cost of entry
6   compared to the much higher cost that would
7   be incurred by an entrant that had to
8   construct all of its own facilities.
9
10   Local Competition Order, at ¶ 441. The provision of

11   dedicated interoffice transport to Intermedia at

12   BellSouth's retail rates will have the same

13   anticompetitive consequences identified by the FCC

14   above. Similarly, such an approach is inconsistent with

15   the mandate of Section 252(d)(1) of the Act that UNEs --

16   of which interoffice transport is one -- must be cost-

17   based.

18   Q. WHAT MUST THIS COMMISSION REQUIRE OF BELLSOUTH TO

1ᵒ   ADDRESS THIS ISSUE?

20   A. This Commission should require BellSouth to provide the

21   unbundled network elements requested by Intermedia and

22   to develop pricing for such elements consistent with the

23   pricing provisions of Section 252 (d)(1) of the Act.

24   This Commission should also review any proposed

25   BellSouth pricing and adopt pricing associated with

26   these elements in accordance with the 1996 Act. If

27   appropriate, this Commission could adopt interim cost-

1		Telecommunications Division Final Staff Report, at 111
2		(rel. Oct. 5, 1998). Thus, explicit in the Staff's
3		recommendation is the recognition that interoffice
4		transport at higher levels appropriately must be
5		provided at cost-based rates.
6	Q.	**HAS INTERMEDIA ALSO REQUESTED THAT BELLSOUTH PROVIDE A**
7		**"LOCAL CHANNEL" UNE?**
8	A.	Yes. A "local channel" UNE, as Intermedia defines it,
9		is a transmission facility that interconnects a
10		BellSouth central office and an Intermedia end-office or
11		point of presence ("POP"). Intermedia has asked
12		BellSouth to provide Intermedia with DS0, DS1, DS3, OC3,
13		OC12, OC48 and unbundled optical fiber local channel
14		UNEs to interconnect its facilities with BellSouth.
15	Q.	**IS BELLSOUTH REQUIRED TO PROVIDE A "LOCAL CHANNEL" UNE**
16		**UNDER THE TELECOMMUNICATIONS ACT?**
17	A.	Yes. BellSouth is required under Section 251 (c)(3)
18		access to network elements on an unbundled basis at any
19		the technically feasible point. In addition, as
20		discussed above, the FCC's rules expressly require ILECs
21		to provide interoffice transport between their central
22		offices and offices of competitive carriers.
23	Q.	**HAS BELLSOUTH AGREED TO PROVIDE LOCAL CHANNEL UNEs TO**
24		**INTERMEDIA?**

1   A.   Intermedia has requested BellSouth to provide and price

2   in accordance with Section 252 (d)(1) of the

3   Telecommunications Act the following unbundled network

4   elements:

5   (a) User-to-Network Interface ("UNI") at 56 kbps; 64

6   kbps; 128 kbps; 256 kbps; 384 kbps; 1.544 Mbps; 44.736

7   Mbps;

8   (b) Network-to-Network Interface ("NNI") at 56 kbps, 64

9   kbps; 1.544 Mbps; and 44.736 Mbps; and

10   (c) Data Link Control Identifiers ("DLCIs") at Committed

11   Information Rates ("CIRs") of: 0 kbps; 8 kbps; 9.6 kbps;

12   16 kbps; 19.2 kbps; 28 kbps; 32 kbps; 56 kbps; 64 kbps;

13   128 kbps; 192 kbps; 256 kbps; 320 kbps; 384 kbps; 448

14   kbps; 512 kbps; 576 kbps; 640 kbps; 704 kbps; 768 kbps;

15   832 kbps; 896 kbps; 960 kbps; 1.024 Mbps; 1.088 Mbps;

16   1.152 Mbps; 1.216 Mbps; 1.280 Mbps; 1.344   Mbps;

17   1.408 Mbps; 1.472 Mbps; 1.536 Mbps; 1.544 Mbps; 3.088

18   Mbps; 4.632 Mbps; 6.176 Mbps; 7.720 Mbps; 9.264

19   Mbps; 10.808 Mbps; 11.16 Mbps; 12.350 Mbps; 13.896 Mbps;

20   15.440 Mbps; 16.984 Mbps; 17.34 Mbps; 18.528 Mbps;

21   20.072 Mbps; and 35-44.210 Mbps.

22 Q.   HAS BELLSOUTH AGREED TO PROVIDE THESE UNEs?

23 A.   BellSouth has not agreed to provide the packet switching

24   UNEs requested by Intermedia, even though these UNEs are

1   available to Intermedia in Florida under the existing

2   Intermedia-BellSouth interconnection agreement.

3 Q. **DID NOT THE FCC DECLINE TO UNBUNDLE PACKET SWITCHING AS**

4   **A UNE IN ITS LOCAL COMPETITION ORDER?**

5 A. Yes.   In the Local Competition Order, the FCC declined

6   to require unbundling of ILECs' packet switch. The FCC

7   concluded that because so few parties commented on the

8   packet switches in connection with Section 251(c)(3),

9   the record was insufficient for it to decide whether

10   packet switching should be provided on an unbundled

11   basis.   The FCC did indicate, however, that it would

12   review its position at a later time.

13 Q. **HAS THE FCC REVISITED THIS ISSUE?**

14 A. Yes.   In the Advanced Services Order, the FCC concluded

15   that incumbent LECs are subject to section 251(c) in

16   their provision of advanced services.

17   Specifically, we find that incumbent LECs are
18   subject to the interconnection obligations of
19   sections 251(a) and 251(c)(2) with respect to
20   both   their circuit-switched   and   packet-
21   switched networks. We also clarify that the
22   facilities and equipment used by incumbent
23   LECs to provide advanced services are network
24   elements and subject to the obligations in
25   section 251(c)(3).
26
27   Advanced Services Order, at ¶ 11.   Thus, the Advanced

28   Services Order unequivocally imposes on the ILECs the

19

1   obligation to unbundle packet switched networks,

2   including frame relay elements.

3 Q. **WHAT HAS INTERMEDIA REQUESTED FROM BELLSOUTH WITH REGARD**

4   **TO REMOTE TERMINAL EQUIPMENT?**

5 A. Intermedia has requested that BellSouth provide access

6   to remote terminal equipment as a UNE.

7 Q. **WHAT ARE "REMOTE TERMINALS?"**

8 A. Remote terminals are pieces of equipment that perform

9   concentration, multiplexing, routing and/or switching

10   functions, and that often are housed in underground

11   controlled environmental vaults or above-ground

12   enclosures along the local loop which house

13   feeder/distribution interface electronics. _See_

14   _generally Deployment of Wireline Services Offering_

15   _Advanced Telecommunications Capability_, CC Docket No.

16   98-147, Memorandum Opinion and Order, and Notice of

17   Proposed Rulemaking, at 68 n. 289 (rel. Aug. 7, 1998)

18   (_Advanced Services Order_). Attached as Exhibit H is a

19   simplified illustration of a remote terminal and

20   functionalities involved.

21 Q. **WHAT SPECIFICALLY IS INTERMEDIA REQUESTING WITH RESPECT**

22   **TO REMOTE TERMINALS?**

23 A. Intermedia is requesting interconnection at points along

24   the BellSouth network where remote terminals are housed.

20

1   In addition, Intermedia is requesting that BellSouth

2   provide remote terminal equipment (such as Digital

3   Subscriber Line Access Multiplexers ("DSLAMs")) as UNEs.

4 **Q.** **WHAT HAS BEEN BELLSOUTH'S RESPONSE TO THIS REQUEST?**

5 **A.** BellSouth is still evaluating Intermedia's requests. It

6   appears at this point, however, that BellSouth will not

7   allow Intermedia to interconnect at locations where

8   remote terminals are housed, nor will BellSouth provide

9   remote terminals as UNEs.

10 **Q.** **WHY IS IT IMPORTANT THAT BELLSOUTH PERMIT**

11   **INTERCONNECTION AT REMOTE TERMINAL LOCATIONS AND PROVIDE**

12   **REMOTE TERMINAL EQUIPMENT AS UNES?**

13 **A.** Interconnection at remote terminal locations provides

14   the only means for Intermedia to access loops that pass

15   through integrated digital loop carrier ("IDLC") systems

16   or similar remote concentration devices.[1] In addition,

---

[1] Subloop elements in a digital loop carrier environment typically include the following components: (1) distribution cable, which typically is a two-wire or four-wire copper line that runs from the customer's premises to electronic equipment located at some point between the customer premise and the central office; (2) the feeder/distribution interface or concentration electronics, which generally are housed in underground controlled environment vaults or above-ground enclosures, and which are used to aggregate distribution cables from individual customers and multiplex them onto a single high-capacity channel; and (3) feeder cable, typically fiber-optic cable that transports the high-capacity signal from the concentration electronics in
(continued...)

1 high bandwidth services, such as xDSL, cannot be

2 provided over long loop lengths. In these situations,

3 Intermedia would need access at points along the loop

4 closer to the customer premises such as locations where

5 remote terminals are housed.

6 Q. **WHAT HAS THE FCC CONCLUDED WITH RESPECT TO ACCESS TO**

7 **LOOPS SERVED BY DIGITAL LOOP CARRIERS AND SIMILAR**

8 **CONCENTRATION DEVICES?**

9 A. In its Local Competition Order, the FCC concluded that

10 ILECs must provide competitors with access to unbundled

11 loops regardless of whether the ILEC uses integrated

12 digital loop carrier technology, or similar remote

13 concentration devices, for the particular loop sought by

14 the competitor. The FCC observed that IDLC technology

15 allows a carrier to aggregate and multiplex loop traffic

16 at a remote concentration point and to deliver that

17 multiplexed traffic directly into the switch without

18 first demultiplexing the individual loops. The FCC

19 concluded that, if it did not require ILECs to unbundle

20 IDLC-delivered loops, end users served by such

21 technologies would not have the same choice of competing

(...continued)
the field to the ILEC's central office. See Advanced
Services Order, at 68, n. 289.

1   providers as end users served by other loop types. The

2   Commission further found that such an exception would

3   encourage ILECs to "hide" loops from competitors through

4   the use of IDLC technology. <u>See</u> <u>Local Competition</u>

5   <u>Order</u>, at ¶ 383. The FCC reaffirmed this requirement in

6   its recently released decision rejecting BellSouth's

7   second application to provide in-region, interLATA

8   service in Louisiana. <u>See</u> <u>Application of BellSouth</u>

9   <u>Corporation, BellSouth Telecommunications, Inc., and</u>

10 <u>BellSouth Long Distance, Inc, for Provision of In-</u>

11 <u>Region, InterLATA Services in Louisiana</u>, CC Docket No.

12 98-121, Memorandum Opinion and Order, at ¶ 187 (rel.

13 Oct. 13, 1998).

14   One way to unbundle an individual loop from an IDLC

15 is to use a demultiplexer to separate the unbundled

16 loop(s) prior to connecting the remaining loops to the

17 switch. If a CLEC has access to the ILEC's controlled

18 environmental vaults or above-ground enclosures which

19 house the concentration electronics or equipment, the

20 CLEC can pick up the unbundled (or "derived") loop at

21 the remote terminal.

22 Q. **WHY IS IT IMPORTANT TO ALLOW INTERCONNECTION WITH REMOTE**

23 **TERMINALS FOR THE PURPOSE OF PROVIDING xDSL SERVICE?**

23

1   A.   Interconnection with remote terminals is critical in

2   order to take advantage of BellSouth's advanced

3   capabilities. Recently, the ILECs, including BellSouth,

4   have implemented aggressive marketing campaigns to sell

5   xDSL-based services. xDSL is provisioned by attaching

6   Digital Subscriber Line ("DSL") modems to each end of a

7   telephone customer's loop. Traffic is then routed

8   through a DSLAM at the central office or other location

9   to which the loop is connected. The DSLAM splits the

10   traffic coming into the central office, directing data

11   to a packet-switched network, and voice traffic to the

12   public switched telephone network ("PSTN"). xDSL

13   service can be deployed in association with DLCs simply

14   by interconnecting a DSLAM with the DLC. By remotely

15   deploying DLC systems closer to residences and small

16   businesses, ILECs are able to provide even higher access

17   speed over those shorter copper pair loops. I have

18   attached as Exhibit I a diagram depicting the use of

19   DSLAMs in conjunction with xDSL service.

20   Because the DSLAM, a critical component necessary

21   to provide xDSL service, must be placed where the copper

22   loop terminates, access to this point of termination has

23   become essential to the competitive deployment of

24   advanced services.

1   As the FCC observed in its _Advanced Services Order_,

2   if an ILEC provides xDSL-based services through the use

3   of a DSLAM, the CLEC must be able to avail itself of

4   that option, either through the use of the ILEC's DSLAM

5   or its own DSLAM collocated within the central office or

6   along the loop. Thus, the FCC tentatively concluded

7   that ILECs must make available, in a nondiscriminatory

8   manner, to CLECs the same methods that the ILEC uses

9   itself to provide advanced telecommunications capability

10   such as xDSL-based service.   _See_ _Advanced Services_

11   _Order_, at 77.

12 Q. **DID NOT THE FCC DECLINE TO UNBUNDLE SUBLOOP ELEMENTS IN**

13   **A PRIOR DECISION?**

14 A. Yes, in the _Local Competition Order_, the FCC did not

15   require ILECs to unbundle subloop elements, which would

16   have allowed competitors access to the loop at the

17   remote terminal.   The FCC concluded that subloop

18   unbundling should be addressed by the States on a "case-

19   by-case" basis. _See_ _Local Competition Order_, at ¶ 391.

20   The FCC, however, made several important observations.

21   First, it concluded that it was "technically feasible"

22   to unbundle loops that pass through integrated digital

23   loop carrier systems or similar remote concentration

24   devices, and required ILECs to unbundle such loops for

25

1   CLECs.   Second, the FCC determined that parties

2   commenting on the issue of subloop unbundling had

3   presented no technical impediments to such unbundling.

4   Finally, the FCC concluded that it would revisit the

5   issue of subloop unbundling at a later time based on

6   actions taken by states or other future developments.

7   In light of the fact that the only way DLC-delivered

8   loops can be unbundled is to allow CLEC access to remote

9   terminals, coupled with the fact that there are no

10   demonstrable technical impediments to subloop unbundling

11   (i.e., access to remote terminals, the Commission is

12   compelled to require BellSouth to permit interconnection

13   to the remote terminals wherever they are deployed.

14   I should note that in the Advanced Services Order,

1ɔ   the FCC tentatively concluded that ILECs must provide

16   subloop unbundling and permit CLECs to collocate at

17   subloop locations, unless the ILEC can demonstrate one

18   of   the   following: (1)   subloop   unbundling   is   not

19   "technically feasible;" or (2) there is insufficient

20   space at the controlled environmental vault or above-

21   ground enclosure to accommodate the requesting carrier.

22   The FCC made this tentative conclusion because the use

23   of subloop elements and access to remote terminals in

24   the loop may be the only means by which CLECs can

1   provide xDSL-based services for those end-users whose

2   connection to the central office is currently provided

3   via digital loop carrier systems. The FCC observed that

4   if an ILEC deploys digital loop carriers extensively and

5   refuses to allow CLECs access at the subloop points

6   where such equipment is located, the ILEC can

7   effectively deny market entry by such CLECs and

8   discourage the deployment of advanced telecommunications

9   capability. See Advanced Services Order, at 78.

10   Q.   WHAT ARE YOU REQUESTING THIS COMMISSION TO DO WITH

11   RESPECT TO ACCESS TO REMOTE TERMINALS?

12   A.   Intermedia requests that it be allowed access to the

13   functionality of the remote terminals. This means, at a

14   minimum, allowing Intermedia to collocate its own

15   equipment (e.g., DSLAM) at the controlled environmental

16   vault or above-ground enclosure, subject to technical

17   feasibility, or cross-connect to BellSouth's remote

18   terminals without the need to collocate if technically

19   feasible. In the event there is not sufficient space to

20   collocate at a subloop location, Intermedia must be

21   allowed to share, on an unbundled basis, BellSouth's

22   equipment (i.e., DSLAM) already installed at such

23   location.   In sum, the Commission should require

24   BellSouth to:

27

1   (a) allow Intermedia access to BellSouth's controlled

2   environmental vaults or above-ground enclosures (subloop

3   unbundling),

4   (b) permit Intermedia to collocate its equipment at such

5   locations to the extent feasible and practicable, and

6   (c) unbundle its remote terminal equipment in order to

7   permit sharing with Intermedia, where there is no space

8   available at the remote terminal for collocation.

9 Q. **ARE THERE ANY OTHER UNEs INTERMEDIA IS SEEKING FROM**

10   **BELLSOUTH?**

11 A. Yes. Intermedia has requested unbundled 1/0 and 3/1

12   multiplexing from BellSouth. BellSouth has responded

13   by making available a UNE that it describes as "Loop

14   Channelization." While the Loop Channelization UNE

15   does perform the multiplexing function that Intermedia

16   has requested, it is priced well in excess of

17   BellSouth's tariffed multiplexing rate. This price

18   disparity leads Intermedia to believe that BellSouth

19   is proposing to provide Intermedia with digital loop

20   carrier or similar equipment to perform the

21   multiplexing function that Intermedia requires, even

22   though this equipment is more expensive and is capable

23   of providing more complex functions than Intermedia

24   requires. Intermedia therefore requires that

1   BellSouth provide a simple 1/0 and 3/0 multiplexer as

2   an unbundled network element, priced at TELRIC-based

3   rates.

4   IV.   COMBINATION OF UNBUNDLED NETWORK ELEMENTS

5   Q.   WHAT   IS   BELLSOUTH'S   CURRENT   POSITION   CONCERNING

6   COMBINATION OF UNBUNDLED NETWORK ELEMENTS?

7   A.   BellSouth requires physical collocation for a CLEC to

8   combine UNEs.   In order to combine UNEs in its

9   collocation space, BellSouth requires Intermedia to use

10   cross-connections.   BellSouth will not agree to provide

11   or combine UNEs in a manner other that what is cited

12   above   within   the   context   of   a   Section   251

13   interconnection agreement.

14   Q.   WHAT IS YOUR OPINION CONCERNING BELLSOUTH'S REQUIREMENT

15   THAT INTERMEDIA COLLOCATE TO COMBINE UNEs?

16   A.   BellSouth's requirement that Intermedia must collocate

17   at every point in the BellSouth network where two or

18   more UNEs must be combined is discriminatory and

19   anticompetitive.   The enormous cost of physically

20   collocating at every BellSouth end office and tandem

21   within a service area makes it cost-prohibitive to serve

22   any but the largest-volume customers, and effectively

23   prevents Intermedia from using UNEs to provide

24   ubiquitous service. Similarly, requiring Intermedia to

1 physically collocate effectively denies Intermedia

2 access to critical UNEs, in violation of the 1996 Act.

3   In addition to the potentially large financial

4 outlays that accompany physical collocation, the

5 exhaustion of space available for physical collocation

6 within BellSouth's central offices is another reason why

7 combinations should be made available without a

8 requirement to collocate. BellSouth has filed with the

9 Florida Public Service Commission several petitions for

10 waiver of its physical collocation obligations due to

11 space exhaust. Thus, even if Intermedia had the

12 financial ability to avail itself of physical

13 collocation, it may not have a choice at all.

14 Therefore, BellSouth must be required to provide

15 combinations where necessary to give CLECs access to

16 UNEs.

17 Q. DOES INTERMEDIA PROPOSE AN ALTERNATIVE TO COLLOCATION

18   FOR UNE COMBINATIONS?

19 A. Yes. Intermedia proposes an "Enhanced Extended Link"

20   ("EEL") alternative to collocation for combining UNEs. A

21   simplified diagram of the EEL concept is attached as

22   Exhibit E. Let me further explain this concept of EEL.

23   As part of the Bell Atlantic-New York ("BANY")

24   Section 271 proceeding before the New York Public

1 Service Commission ("New York PSC"), BANY has committed
2 to provide an attractive alternative to physical
3 collocation known as the EEL. Under the EEL, the ILEC
4 provides the unbundled loop in conjunction with central
5 office multiplexing and transport to a CLEC's
6 collocation node in another central office or to another
7 point of presence. Requiring collocation in every end
8 office limits a CLEC's ability to utilize modern network
9 architecture, and forces CLECs, at least to some degree,
10 to install facilities that mirror the ILEC's existing
11 distributed network configuration. EELs alleviate this
12 problem by allowing CLECs to collocate in one central
13 office and provide services to end users served out of
14 multiple neighboring end offices, thus reaching the
15 maximum possible number of customers with a single
16 collocation arrangement. Rather than collocate
17 equipment in every end office, EELs enable CLECs to
18 reach customers through a single transmission facility
19 made up of a loop, multiplexing and transport that
20 extends from the CLEC's point of interface to the
21 customer premises.
22   EELs also maximize the utilization of collocation
23 space. As competition develops, the demand for
24 collocation space undoubtedly will increase. Requiring

1 collocation for combining two links of a single

2 transmission facility from a CLEC's point of interface

3 to the customer premises would consume large amounts of

4 collocation space with little if any corresponding

5 benefit to ILECs, CLECs, or consumers. Thus, the EEL

6 preserves scarce collocation space, and, by eliminating

7 unnecessary collocation costs, dramatically reduces the

8 costs of providing service, and expands the customer

9 base reachable by CLECs, making facilities-based

10 competitive service available to smaller users and users

11 in less densely populated areas. While EEL is now

12 available as a tariffed service in New York, through the

13 New York Recombination Proceeding, Intermedia has urged

14 the New York PSC to define the EEL as a single UNE to

15 ensure that the EEL is available to CLECs permanently

16 and at cost-based rates. We urge this Commission to do

17 the same in this proceeding.

18 Q. DOES THIS COMMISSION HAVE THE AUTHORITY TO DEFINE EELs

19 AS A UNE?

20 A. Yes. This Commission has the authority to define UNEs.

21 Moreover, there is ample precedent for defining a single

22 UNE that includes the functionality of a series of other

23 discrete UNEs. For example, this Commission and other

24 State regulatory commissions have defined certain

1 subloop elements, i.e., the network interface device,

2 distribution cable, mid-loop concentration device, and

3 **feeder cable as** individual UNEs. At the same time, the

4 combined function of these four elements also amount to

5 a **single UNE** -- the unbundled local loop. This

6 functional approach to defining UNEs has recently been

7 approved by the Eighth Circuit Court of Appeals when it

8 upheld the FCC's rules that define shared transport as a

9 single UNE, even though it included a combination of a

10 local switching UNE and an interoffice transport UNE.

11 Q. **HAS ANY STATE REGULATORY COMMISSION IN THE BELLSOUTH**

12   **TERRITORY ADDRESSED THE ISSUE OF UNE COMBINATION?**

13 A. **Yes.**   In the recently concluded arbitration between

14   NextLink and BellSouth, the Tennessee Regulatory

15   Authority ("TRA") rejected BellSouth's policy of

16   requiring carriers that wish to combine UNEs to

17   collocate as the sole means of interconnection.

18   Tennessee found that such a collocation requirement may

19   substantially delay entry of competing carriers.

20   Consequently, the TRA concluded that it is imperative

21   that alternative methods for efficiently combining UNEs

22   be available to CLECs.   In particular, the TRA required

23   BellSouth to provide to NextLink access to BellSouth's

24   facilities for the purpose of combining UNEs through a

1   third-party vendor who will perform the combination. If

2   BellSouth chooses to combine the UNEs itself, BellSouth

3   will be allowed to assess a "glue" charge, subject to

4   negotiations between BellSouth and NextLink.

5   Additionally, with respect to access to unbundled

6   loops served by BellSouth's remote switches, the TRA

7   found that, in lieu of collocation at the remote,

8   NextLink should be allowed to acquire special access

9   transport from the central office in which it is

10 collocated to the remote switching office for access to

11 unbundled loops at the remote switch. Specifically, the

12 TRA required BellSouth to provide unbundled loops,

13 including multiplexing and cross connects and transport

14 from a remote switch to the host central office where

15 NextLink is collocated, subject only to the previous

16 requirement that the combination of UNEs be performed by

17 a third-party vendor. See Petition of NextLink,

18 Tennessee, L.L.C., for Arbitration of an Interconnection

19 Agreement with BellSouth Telecommunications, Inc., No.

20 98-00123, Arbitration Ruling (Oct. 6, 1998). A

21 transcript of the TRA's public meeting is attached to

22 this testimony (the Authority has yet to issue its final

23 order).

24 Q. WHAT IS THE SIGNIFICANCE OF THIS DECISION?

1		of a shared cage collocation arrangement is attractive
2		to facilities-based CLECs because it significantly
3		reduces collocation expenses and facilitates cross-
4		connection from one collocated CLEC to another, thereby
5		increasing competitive service alternatives to end
6		users. In addition to being cost-effective, shared cage
7		arrangements help conserve the dwindling supply of
8		physical collocation space and will allow greater
9		numbers of CLECs to collocate in a given central office.
10		This will allow a greater number of carriers to share
11		the burden of the infrastructure costs associated with
12		preparing a central office, and will significantly
13		reduce the cost of collocation per CLEC. Shared
14		collocation arrangements will eliminate a significant
15		barrier to collocation-based competitive entry, and the
16		Commission should require BellSouth to provide such
17		arrangements to Intermedia.
18	Q.	**WHAT HAS BEEN BELLSOUTH'S POSITION ON SHARED**
19		**COLLOCATION ARRANGEMENTS INCLUDING THE ABILITY TO**
20		**SUBLEASE?**
21	A.	BellSouth has categorically refused to permit shared
22		cage collocation or subleasing of collocation space.
23	Q.	**IS INTERMEDIA REQUESTING THAT IT BE ALLOWED TO**
24		**INTERCONNECT WITH OTHER COLLOCATED CLECs?**

1   A.   Yes.   Intermedia believes that it should be allowed to

2   cross-connect its collocated equipment to the equipment

3   of collocated CLECs.   Restriction on cross connections

4   between CLEC collocation arrangements is both arbitrary

5   and without policy or technical justification, but it

6   also imposes potentially enormous unnecessary costs on

7   CLECs.   The Texas Public Utility Commission, in an

8   arbitration proceeding, addressed this problem and

9   concluded that collocated CLECs have an unrestricted

10   right to connect collocation arrangements within the

11   same central office, including arrangements that are

12   located on different floors.   Pursuant to this decision,

13   collocating CLECs in Texas are allowed to connect to the

14   collocated space of another collocator within the

15   central office and perform the cross connects

16   themselves, including installation of associated

17   physical structures and pulling cable from the CLEC's

18   collocated space to the collocation space of another

19   CLEC.

20   Intermedia asks that the Commission adopt the Texas

21   PUC approach, and clarify that Intermedia has an

22   unrestricted right to cross-connect its collocation

23   arrangements with other collocated equipment within the

24   same central office, including facilities located on

37

1   different floors of the central office. The Commission

2   should clarify that in cross-connection arrangements,

3   BellSouth cannot require Intermedia to purchase

4   dedicated racking service. The Commission should also

5   minimize the cost of cross connecting equipment by

6   clarifying that to the greatest extent possible,

7   Intermedia will be allowed to perform all work

8   associated with installation of the cross-connects.

9   Otherwise, Intermedia will be forced to forego any cost

10   efficiencies it can generate by doing the connections

11   itself. Forcing Intermedia to purchase BellSouth's

12   tariffed retail cable transmission service rather than

13   allowing it to perform simple cross connects imposes

14   unnecessary and excessive costs on Intermedia. To the

15   extent that it is technically necessary, Intermedia

16   would agree to utilize common cable racking to connect

17   non-contiguous collocation points. In cases where it is

18   infeasible for Intermedia to perform such work,

19   Intermedia should have the option of hiring an

20   independent contractor, approved by BellSouth, to do so.

21 Q. **WHAT HAS BEEN BELLSOUTH'S POSITION ON PERMITTING**

22   **INTERCONNECTION BETWEEN TWO COLLOCATORS SPACE.**

23 A. BellSouth has not responded to Intermedia's request on

24   this matter.

1 Q. **SHOULD THE COMMISSION REQUIRE CAGELESS COLLOCATION?**

2 A. Yes. The efficacy of cageless collocation is becoming

3 increasingly recognized by both State regulators and

4 even some ILECs. There are two general varieties of

5 cageless collocation. Under one form, CLECs establish

6 physical collocation arrangements in areas around the

7 ILEC main distribution frame ("MDF"), so that their

8 equipment may be commingled with ILEC equipment. In

9 such an arrangement, a CLEC may install and maintain its

10 own equipment, or may hire an ILEC-approved contractor

11 to do so. To the extent that there are security

12 concerns, they can be addressed by requiring CLECs to

13 utilize logs, security card access, inexpensive video

14 camera technology, and contractual indemnification

15 arrangements. This form of commingled collocation is

16 currently under consideration in the New York

17 collaborative proceeding.

18 Another form of cageless collocation is being

19 considered by New York regulators, and is called Secure

20 Collocation Open Physical Environment, or "SCOPE." This

21 type of collocation allows CLECs to collocate in a

22 secured, but separate part of the ILEC central office.

23 Under SCOPE, there is no cage enclosure around an

24 individual CLEC's equipment; rather, different CLECs

1   maintain their equipment in standard equipment racks

2   that are lined up side-by-side. CLECs are responsible

3   for the installation and maintenance of their own

4   equipment, and at their option, may place a security

5   door over the portion of the equipment racks that they

6   occupy.   SCOPE uses a shared point of termination

7   ("POT") bay that may be shared with other CLECs using

8   SCOPE, and the capacity of the POT bay can be expanded

9   by adding increments to the frames on the bay.

10   I understand that BellSouth says it will provide

11   cageless collocation, but it is unclear exactly what

12   that means or entails. BellSouth has not established

13   rates or pricing rules that apply to this form of

14   collocation. To the extent BellSouth does not offer the

15   cageless collocation arrangements I mention here, we

16   urge the Comm ssion to require BellSouth to make

17   available   both   forms   of   cageless   collocation

18   arrangements. Similarly, the Commission should clarify

19   that Intermedia will be permitted to hire a BellSouth-

20   approved contractor to install and perform routine

21   maintenance on its collocated equipment without

22   BellSouth imposing the added cost of a line of sight

23   escort.

24   Q.   WHAT HAS BEEN BELLSOUTH'S POSITION ON THE ISSUE OF

1   **CAGELESS COLLOCATION?**

2   A.   BellSouth has agreed to provide cageless collocation;

3   however, there are no explicit rates, terms or

4   conditions provided in the proposed interconnection

5   agreement or in the BellSouth collocation handbook.

6   Q.   **WHAT OTHER COLLOCATION PROVISIONS HAS INTERMEDIA**

7   **REQUESTED?**

8   A.   In general, BellSouth should be precluded from imposing

9   other unnecessary collocation requirements on

10   Intermedia. First, there should not be any restrictions

11   on the number of collocation requests Intermedia may

12   place within a specified timeframe. Second, BellSouth

13   should permit Intermedia to reserve collocation space

14   earlier in the process. Third, BellSouth should not

15   require that Intermedia use BellSouth-certified vendors

16   to extend power cabling to BellSouth's power

17   distribution frame. BellSouth should be responsible for

18   providing this cabling. Finally, with respect to power

19   arrangements in collocation spaces, BellSouth should not

20   be allowed to charge Intermedia based on the fused

21   capacity of Intermedia's collocated equipment, but

22   rather should charge based on the amount of power

23   actually used by Intermedia.

24   Q.   **WHAT HAS BEEN BELLSOUTH'S POSITION ON THESE ISSUES?**

1 A. BellSouth has not agreed to change the current

2   limitation on the number c collocation requests that

3   Intermedia may submit within a given time frame.

4   BellSouth has also not responded to Intermedia's issues

5   with regard to changes for and levels of power provided.

6   **(2) DENIAL OF COLLOCATION REQUESTS**
7   **DUE TO EXHAUST OF COLLOCATION SPACE**
8

9 Q. **WHAT IS INTERMEDIA REQUESTING WITH RESPECT TO SITUATIONS**

10   **WHERE A REQUEST HAS BEEN DENIED DUE TO COLLOCATION SPACE**

11   **EXHAUST OR LIMITATIONS?**

12 A. In the event BellSouth denies Intermedia's request for

13   physical colloca+ion due to space limitations,

14   Intermedia has requested that it be allowed to tour

15   BellSouth's premises. As the Commission may be well be

16   aware, under the status quo, CLECs are often forced to

17   accept ILECs' conclusory denials of collocation space.

18   Allowing Intermedia to verify for itself space

19   constraints in the BellSouth central office will force

20   BellSouth to provide justification for denials of space,

21   and will allow the parties to sharpen issues regarding

22   collocation disputes in the event that they are

23   litigated. In addition, Intermedia also recommends that

24   BellSouth be required to provide reports regarding

25   available collocation space, including the amount of

42

1   space available, the number collocators, modifications

2   to space since the last reporting period, and measures

3   BellSouth is taking to make additional collocation space

4   available.

5 Q. **WHAT HAS INTERMEDIA REQUESTED WITH REGARD TO SITE**

6   **VISITS AND SECURITY ESCORTS?**

7 A. First, with respect to site visit Intermedia has

8   requested that BellSouth not require security escorts

9   for access to restricted areas within the central

10   office.   Additionally, Intermedia has also requested

11   that collocators be permitted to accompany BellSouth

12   engineers, without a security escort, at the time of

13   final floor plan approval.

14 Q. **WHAT HAS BEEN BELLSOUTH'S RESPONSE TO INTERMEDIA?**

15 A. BellSouth has not responded to Intermedia on this issue.

16 Q. **WHAT HAS INTERMEDIA REQUESTED IN THE EVENT OF SPACE**

17   **EXHAUST?**

18 A. Intermedia has proposed, as an alternative to physical

19   collocation, especially in the case of space exhaust or

20   limitations, that BellSouth be required to provide

21   enhanced extended link ("EEL"), and Shared (subleased)

22   collocation, as addressed earlier in my testimony.

23   These alternatives to standard central office

1 raised within the context of recurring rates and charges

2 as well as non-recurring charges, such as space

3 preparation charges.

4 Q. **WHAT HAS BEEN BELLSOUTH'S RESPONSE TO INTERMEDIA'S**

5 **REQUESTS?**

6 A. BellSouth has not responded to Intermedia's issues with

7 respect to the prices (recurring and non-recurring)

8 assessed for physical collocation.

9 Q. **WHAT IS INTERMEDIA'S PROPOSAL WITH REGARD TO COST**

10 **RECOVERY OF SPACE PREPARATION?**

11 A. Intermedia has proposed that BellSouth adopt a cost

12 recovery mechanism, which would permit BellSouth to

13 recover only the pro rata share of space preparation

14 costs from all collocators. Such a rule will eliminate

15 a major entry barrier and avoid saddling Intermedia with

16 the added burden of acting as BellSouth's collection

17 agent. Furthermore, BellSouth should not assess

18 unnecessary and hidden charges against Intermedia, such

19 as charges for engineering reviews. Similarly,

20 BellSouth should be prohibited from using individual-

21 case-basis ("ICB") or to-be-determined ("TBD") pricing

22 of collocation. ICB and TBD prices can unduly raise the

23 cost of collocation by including numerous hidden

24 charges, and alternatively, can lead to price

1   discrimination. Intermedia supports the adoption of

2   rules governing space preparation similar to those

3   recently adopted by the Georgia Public Service

4   Commission. That Commission recently ruled that

5   BellSouth must break all space preparation costs down

6   into per-foot charges, and may only assess such charges

7   on CLECs according to the total number of square feet of

8   floor space that their collocation arrangement actually

9   occupies. In addition, the Georgia Commission capped

10 total per-square foot space preparation charges at $100.

11 <u>Review of Cost Studies, Methodologies and Cost-Based</u>

12 <u>Rates for Interconnection and Unbundling of BellSouth</u>

13 <u>Telecommunications Services</u>, Docket No. 7061-U, Apr. 9,

14 1998.

15 Q. **WHAT IS YOUR INITIAL ANALYSIS OF BELLSOUTH'S RECURRING**

16 **AND NONRECURRING RATES FOR PHYSICAL COLLOCATION?**

17 A. BellSouth's recurring and nonrecurring rates, as a

18 general matter, are high and do not appear to be cost-

19 based. Even assuming, for the sake of argument, that

20 there may be legitimate differences in the underlying

21 costs of processing collocation applications, depending

22 on the state, price variations amounting to thousands of

23 dollars simply do not make sense. If BellSouth's rates,

24 both recurring and non-recurring have not been

1   scrutinized for compliance with the Act, then the

2   commission should do so via this arbitration.

3   (4)   **VIRTUAL COLLOCATION**

4 Q. **WHAT ARE THE OPEN ISSUES WITH RESPECT TO VIRTUAL**

5   **COLLOCATION?**

6 A. Intermedia has proposed that certain modifications be

7   made to virtual collocation arrangements.

8   Specifically,   Intermedia   has   proposed   that

9   BellSouth specifically allow Intermedia to hire

10   BellSouth-approved independent contractors to perform

11   installation, maintenance, or repair work, and to

12   combine UNEs in any virtual collocation arrangement.

13   Furthermore, BellSouth should not be allowed to mandate

14   the use of a security escort when the BellSouth-approved

15   contractor is doing such work. The bottom line is that

16   Intermedia or its contractor should be allowed to

17   perform any function in a virtual arrangement that it

18   can do in a physical arrangement.   Finally, BellSouth

19   should not be allowed to force Intermedia to transfer

20   title to its collocated equipment to BellSouth.

21 Q. **WHAT HAS BEEN BELLSOUTH'S RESPONSE TO INTERMEDIA'S**

22   **VIRTUAL COLLOCATION REQUESTS?**

23 A. There has been no resolution of this issue.

24   VI.   **NETWORK CONVERSION PLAN**

1 Q. **WHAT IS INTERMEDIA REQUESTING WITH RESPECT TO A NETWORK**

2 **CONVERSION PLAN OF ITS "EMBEDDED BASE" TO UNBUNDLED**

3 **NETWORK ELEMENTS?**

4 A. Intermedia has proposed contract language that would

5 require that a network conversion plan be established

6 that sets forth the terms, conditions, and price of

7 converting services that Intermedia currently purchases

8 from BellSouth out of BellSouth's retail tariffs and

9 wholesale offerings (referred to as "Intermedia's

10 embedded base") to unbundled network elements. Any non-

11 recurring charges due to BellSouth for the conversion of

12 Intermedia's embedded base to UNEs must be reasonable

13 and must comply with the costing standards of the

14 Communications Act. Moreover, Intermedia requires that

15 BellSouth perform such conversions, to the extent

16 possible, on a mechanized basis. In addition,

17 Intermedia requires that BellSouth convert existing

18 tariffed services to UNEs at a rate of 60 circuits per

19 day. To date, BellSouth will commit only to converting

20 such circuits at a rate of 10-20 circuits per day. Such

21 a rate would impose unreasonable and unnecessary delays

22 in effecting the conversions that Intermedia requires.

23 Q. **WHAT HAS BEEN BELLSOUTH'S RESPONSE TO INTERMEDIA'S**

24 **REQUEST WITH RESPECT TO A NETWORK CONVERSION PLAN?**

1   A.   BellSouth is still evaluating Intermedia's proposed

2   contract language.

3   Q.   **WHY IS IT IMPORTANT THAT BELLSOUTH AGREE TO A NETWORK**

4   **CONVERSION PLAN OF INTERMEDIA'S EMBEDDED BASE TO**

5   **UNBUNDLED NETWORK ELEMENTS?**

6   A.   Under the 1996 Act, Intermedia is entitled to serve the

7   local market through any one or combination of the

8   following three entry strategies: interconnection,

9   unbundled network elements, and resale of services.

10   This means that if Intermedia chooses not to use any one

11   of these strategies or any particular combination of

12   them, it must be because of business considerations, not

13   because BellSouth refuses to provide them. If BellSouth

14   were to refuse to implement a reasonable conversion

15   plan, Intermedia's rights under the Act and its ability

16   to enter local markets would be compromised. I should

17   point out that BellSouth is currently working with

18   Intermedia on the requested conversions so there does

19   not appear to be a question of whether BellSouth will

20   perform the conversions, but rather, the terms under

21   which the conversions will be performed.

22   VII. **VOLUME AND TERM PRICING FOR UNBUNDLED**
23   **NETWORK ELEMENTS AND RESOLD SERVICES**
24

1   Q.   YOUR PETITION FOR ARBITRATION ALSO ALLEGES THAT

2   INTERMEDIA AND BELLSOUTH HAVE NOT BEEN ABLE TO REACH

3   AGREEMENT WITH RESPECT TO VOLUME AND TERM DISCOUNTS ON

4   CERTAIN ELEMENTS.   SPECIFICALLY, WHAT ARE THOSE

5   ELEMENTS?

6   A.   UNEs include the unbundled local loops, dedicated

7   transport and local channel elements mentioned

8   previously.

9   Q.   WHAT IS INTERMEDIA'S POSITION WITH RESPECT TO VOLUME AND

10   TERM DISCOUNTS?

11 A.   Currently, BellSouth's pricing of UNEs does not include

12   discounts for volume purchases, or for commitments to

13   take service for extended periods. Where Intermedia

14   proposes to purchase specific UNEs in significant

15   volumes and/or for terms longer than one month,

16   discounts reflecting the resulting economies should be

17   available to Intermedia.   The averaging of costs

18   reflected in the pricing of UNEs does not contemplate

19   economies of scale and other cost savings from large

20   volumes or extended terms. Volume and term pricing is

21   commonly accepted throughout the telecommunications

22   industry. Examples of such arrangements can be found in

23   special access services, ICB offerings, and contract

24   service arrangements.

1 Q. **ARE INTERMEDIA'S CONCERNS ESSENTIALLY HYPOTHETICAL?**

2 A. Not at all. For example, BellSouth entered into a

3 contract with DIGEX, Intermedia's ISP division, in which

4 frame relay service was provided at a rate significantly

5 lower than rates proposed in the interconnection

6 agreement. What concerns us here is that we would not

7 know about this special deal if it we had not acquired

8 DIGEX. How many other special deals are out there where

9 the retail price to potential customers is less than

10 BellSouth's asserted TELRIC-based rates for UNEs? We

11 think one safeguard against abuse of CSAs by BellSouth

12 is recognition in our interconnection agreement that as

13 a matter of principle we are entitled to a discount from

14 the basic rate for a UNE where there are economies from

15 large volumes and long terms.

16 Q. **YOUR PETITION FOR ARBITRATION ALSO ALLEGES THAT**

17 **INTERMEDIA AND BELL SOUTH HAVE NOT BEEN ABLE TO REACH**

18 **AGREEMENT WITH RESPECT TO VOLUME AND TERM DISCOUNTS ON**

19 **CERTAIN RESOLD SERVICES. WHAT ARE THOSE ELEMENTS?**

20 A. Volume and term pricing has been requested for resold

21 frame relay service, xDSL service (ADSL, HDSL, and

22 future offerings) and 1FB business lines. BellSouth is

23 currently considering such discounts outside the context

24 of a Section 251 agreement. Intermedia believes that

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1   such discounts should be provided in the context of a

2   Section 251 interconnection agreement.

3   Q. IS THE JUSTIFICATION FOR VOLUME AND TERM DISCOUNTS ON

4   RESOLD SERVICES THE SAME AS ON UNES?

5   A. Yes.

6   Q. WHAT SPECIFIC DISCOUNTS HAS INTERMEDIA PROPOSED?

7   A. We have not proposed any specific discount because

8   BellSouth has not agreed to consider allowing term and

9   volume discounts for UNEs. Nevertheless, we believe

10   that the level of discounts must be consistent with the

11   economic principles reflected in pricing variations due

12   to term and volume in BellSouth's interstate tariff for

13   access services. For example, in its interstate special

14   access service tariff, BellSouth provides its retail

15   customers a 17% discount when they agree to take a DS1

16   circuit for a period of 49 months, instead of a month-

17   to-month basis. BellSouth Tariff F.C.C. No. 1, §

18   7.5.9.(A)(1). For its higher capacity Lightgate DS3

19   service the discounts are even greater, giving retail

20   customers who take service for a 61 month term a

21   discount of 30% below month-to-month rates. Compare §

22   7.5.9.(A)(3)(a) with § 7.5.9.(A)(3)(s). When combined

23   with volume discounts that BellSouth offers, the

24   cumulative discounts can be considerably larger. The

52

1   same economic justifications for those discounts support

2   a comparable approach when we purchase UNEs at

3   comparable levels and terms.

4 Q. WHY DOES INTERMEDIA NEED VOLUME AND TERM DISCOUNTS IN

5   ITS BASIC INTERCONNECTION AGREEMENT?

6 A. This is a competitive as well as legal issue. First,

7   BellSouth is required by the Communications Act to pass

8   to Intermedia any cost savings realized via volume and

9   term purchases of UNEs. Second, the Act similarly

10   requires that such cost savings be reflected in the

11   wholesale rates BellSouth charges for resold services.

12   Third, we must have the principle of economically

13   justified discounts recognized in the agreement in order

14   to receive them from BellSouth.

15 Q. WHAT IS BELLSOUTH'S RESPONSE TO INTERMEDIA ON THIS

16   REQUEST?

17 A. BellSouth has given a mixed response on this issue. As

18   a policy/legal matter, it is not clear what BellSouth's

19   position is on this. In any event, BellSouth has not

20   offered up any proposed pricing for discounted rate

21   schedules for UNEs or resold service.

22   VIII. PRICING PARITY

23 Q. WHAT IS INTERMEDIA REQUESTING FROM BELLSOUTH WITH

24   RESPECT TO PARITY FOR THE PRICING OF RESOLD SERVICES?

1   A.   Intermedia requests that BellSouth provide Intermedia

2   telecommunications services, unbundled network elements

3   (to the extent provided to its retail unit or

4   affiliate), and interconnection under the same terms and

5   conditions as BellSouth provides to itself.

6   Specifically, BellSouth should provide to Intermedia the

7   same pricing proposals as are provided to BellSouth's

8   internal retail organization or affiliate plus the

9   resale discount in competitive situations.

10   Q.   **WHAT IS BELLSOUTH'S RESPONSE TO INTERMEDIA'S REQUEST?**

11   A.   Although BellSouth has recognized the validity of

12   Intermedia's request, BellSouth is still evaluating

13   Intermedia's request and has indicated it will provide

14   alternative language. To date, no proposed language has

15   been received.

16   Q.   **DO YOU HAVE AN EXAMPLE TO ILLUSTRATE YOUR POINT?**

17   A.   Yes. Both Intermedia and BellSouth's retail unit

18   responded to a request for proposals from the State of

19   Georgia. Intermedia was initially given special pricing

20   from BellSouth which responded to the specific volume

21   and term of the bid. BellSouth's retail unit was also

22   given special pricing to respond to the exact same terms

23   and conditions of the bid. After learning that

24   BellSouth's bid offered more favorable terms and

1   conditions and pricing than that afforded Intermedia,

2   Intermedia requested the same pricing, terms and

3   conditions.   Intermedia's request was refused, even

4   after escalation within BellSouth. The action cited and

5   others like it is anticompetitive, unjust and

6   discriminatory on its face.

7 Q. **WHAT IS THE SIGNIFICANCE OF THE EXAMPLE?**

8 A. First, under the 1996 Act and the FCC's rules, BellSouth

9   is required to resell its contract service arrangements,

10   and apply the resale discount to requesting carriers

11   such as Intermedia. Moreover, section 251(c)(4)(B) of

12   the 1996 Act requires that BellSouth not impose

13   unreasonable or discriminatory conditions or limitations

14   on the resale of telecommunications services.   Since

15   BellSouth is required to resell its contract service

16   arrangements, Intermedia as a wholesale customer should

17   be afforded the same pricing for retail services such as

18   that BellSouth provides to itself.

19 Q. **WHAT IS THE CONNECTION BETWEEN THE OBLIGATION TO RESELL**

20   **CONTRACT SERVICE ARRANGEMENTS AND INTERMEDIA'S RIGHT TO**

21   **PURCHASE SERVICES AT THE PRICE BELLSOUTH CHARGES ITSELF**

22   **FOR THE SERVICE?**

23 A. To see the connection it is important to recognize that

24   BellSouth is wearing two different hats in a competitive

1   designed to prevent. To avoid this anticompetitive

2   result, Intermedia must be able to obtain the pricing

3   made available to the BellSouth retail unit under the

4   same terms and conditions.

5   Q. **WHAT SHOULD BELLSOUTH BE REQUIRED TO DO?**

6   A. BellSouth should accept the language proposed by

7   Intermedia which would prevent BellSouth from unfairly

8   advantaging its retail unit and prevent discriminatory

9   treatment of Intermedia. Intermedia's proposed language

10   can be found in Exhibit D.

11   **IX. PERFORMANCE MEASURES**

12 Q. **WHAT IS INTERMEDIA REQUESTING WITH RESPECT TO ADDITIONAL**

13   **PERFORMANCE MEASURES?**

14 A. Intermedia has proposed performance measures for the

15   provision of specific UNEs and resold services in

16   addition to those BellSouth currently has in place.

17   Intermedia's proposed performance measures establish

18   target intervals and true-up provisions based on

19   BellSouth's performance to itself or its affiliates.

20   Intermedia proposes that calculations be based on

21   average intervals consistent with service quality

22   measurements. Moreover, the tracking of UNEs should be

23   consistent with the terms of the agreement - for

24   example, BellSouth should begin tracking a UNE at the

1   time the UNE is actually ordered by Intermedia. For

2   xDSL service, however, Intermedia has proposed that in

3   addition to tracking xDSL service at the time it is

4   actually ordered, the xDSL category should be tracked by

5   service type to be consistent with BellSouth's resale

6   offerings. Intermedia's specific proposal is provided

7   in Exhibit F.

8 Q. **WHAT HAS BEEN BELLSOUTH'S RESPONSE TO INTERMEDIA'S**

9   **REQUEST?**

10 A. BellSouth is still evaluating Intermedia's request.

11 Q. **WHAT ARE THE SPECIFIC UNES AND RESOLD SERVICES FOR**

12   **WHICH PERFORMANCE MEASURES SHOULD BE ESTABLISHED BY**

13   **BELLSOUTH?**

14 A. As set forth in Exhibit F, performance measures should

15   be established for certain additional product

16   categories. Specifically, for resale Intermedia has

17   requested that these additional performance measures be

18   established for the following: Frame Relay, xDSL, ADSL,

19   HDSL, and any other xDSL service as introduced by

20   BellSouth.   For unbundled local loops, Intermedia

21   requests that these additional performance measures be

22   specifically measured for the following: DS0, DS1, and

23   DS3.   Finally, Intermedia requests that performance

1   measures be established for the following interoffice

2   transport UNEs: DS0, DS1, DS3, OC-3, OC-12, and OC-48.

3 Q. **WHY DOES INTERMEDIA BELIEVE THIS LEVEL OF DISAGGREGATION**

4   **IS NECESSARY?**

5 A. Intermedia believes that additional levels of

6   disaggregation are necessary to properly measure

7   BellSouth's performance as it relates to the provision

8   of both traditional voice services and advanced

9   broadband capabilities. To prevent disparity of

10   treatment, Intermedia wants a commitment up front from

11   BellSouth for the intervals for provisioning UNEs and

12   the resale of services, and Intermedia wants BellSouth

13   to comply with the target intervals. Where there are no

14   direct measurements, for example, the provisioning of a

15   DS1 loop, BellSouth's provisioning of a similar service,

16   such as DS1 service, should be an approximate

17   substitute. This is essential because the timing of

18   BellSouth's provisioning of UNEs and resale of services

19   to Intermedia directly affects Intermedia's ability to

20   provide services to its customers consistent with its

21   terms and conditions of service.

22 Q. **WHAT LEVEL OF GEOGRAPHIC DISAGGREGATION FOR PERFORMANCE**

23   **MEASUREMENTS DOES INTERMEDIA SEEK?**

1   A.   Intermedia believes that performance measurements must

2   be reported at the most disaggregated level practicable.

3   Specifically,   performance   measurements   should   be

4   reported   at   the   regional,   state,   and   metropolitan

5   statistical area ("MSA") levels.   The MSA level

6   reporting should be required where work is actually

7   performed at that level and should only apply for the

8   following   categories: provisioning,   repair   and

9   maintenance, and trunk groups.

10   X.   PENALTIES FOR NON-PERFORMANCE

11   Q.   YOUR   PETITION   FOR   ARBITRATION   ALSO   ALLEGES   THAT

12   INTERMEDIA AND BELLSOUTH HAVE NOT BEEN ABLE TO REACH

13   AGREEMENT WITH RESPECT TO PENALTIES FOR NON-PERFORMANCE.

14   WHAT IS THIS POINT OF CONTENTION ABOUT?

15   A.   Intermedia proposes that penalties be established for

16   failure   of   BellSouth   to   meet   mutually   established

17   performance standards.   The purpose of the penalties

18   would be to secure performance, not to establish damages

19   for breach of contract.   Penalties are appropriate to

20   secure   performance   precisely   because   damages   would

21   likely not be adequate to cure both the business injury

22   to Intermedia and the anticompetitive consequences of

23   non-performance.   In addition, penalties create a direct

24   and tangible incentive for management of BellSouth to

1   meet performance standards, where the generalized

2   obligations of the company does not.

3 Q. AREN'T PENALTIES FOR NON-PERFORMANCE INCOMPATIBLE WITH

4   TRADITIONAL ILEC TARIFF PROVISIONS THAT LIMIT LIABILITY

5   FOR NON-PERFORMANCE?

6 A. No. Limitations of liability provisions limited the

7   LEC's exposure to consequential damages for failure to

8   provide the promised telephone service. For example, if

9   the LEC negligently failed to provide a business service

10   when promised and that failure bankrupt the company,

11   under the limitation of liability clause limited the

12   LEC's damages to the allocable price of the undelivered

13   service. As I understand, the policy behind the

14   limitation of liability provisions was designed to keep

15   local rates down. As a monopoly common carrier, the LEC

16   would have certain exposure to catastrophic

17   consequential damages for its negligence because of the

18   large numbers of retail customers it served. Holding

19   the LEC liable for such damages would require that it

20   self-insure against that possibility by charging higher

21   rates to all of its customers.

22   A penalty for non-performance is different,

23   however. Here Intermedia is a single wholesale customer

24   of the LEC depending on timely and satisfactory

1   performance to compete in the market. Again the purpose

2   of the penalty provisions is to create meaningful

3   incentives to perform satisfactorily and a mechanism to

4   inform BellSouth's management when the company fails to

5   so perform.

6   **XI. RECIPROCAL COMPENSATION FOR ISP TRAFFIC**

7 Q. **WHAT IS INTERMEDIA'S POSITION WITH RESPECT TO THE**

8   **DEFINITION OF LOCAL TRAFFIC?**

9 A. Intermedia's position is that the definition of local

10   traffic includes traffic that originates from or

11   terminates to an Enhanced Service Provider ("ESP") or

12   Information Service Provider ("ISP"). Sections

13   251(b)(5), 251(c)(2) and 252(d)(2) of the 1996 Act

14   establish the obligation of ILECs to interconnect with

15   competitive carriers and to provide reciprocal

16   compensation for the exchange of traffic. The 1996 Act

17   defines the interconnection obligations of ILECs in very

18   broad terms and provides no basis for excluding local

19   calls to ISPs from interconnection and reciprocal

20   compensation arrangements.

21 Q. **HAS BELLSOUTH AGREED TO INTERMEDIA'S DEFINITION OF LOCAL**

22   **TRAFFIC?**

23 A. No. BellSouth's proposal includes language that would

24   define local traffic as not including traffic that

1   originates from or terminates to an ESP or ISP until the

2   FCC or a court of competent jurisdiction determines in a

3   final and nonappealable order that such traffic is

4   local. Moreover, BellSouth proposes that the Parties

5   will maintain billing records identifying all such ESP

6   and ISP traffic and will adjust, if necessary, their

7   mutual compensation billing for such local traffic

8   consistent with the final Commission, FCC or court

9   decision.

10 Q. **WHAT IS THE BASIS OF YOUR POSITION THAT BELLSOUTH IS**

11   **REQUIRED TO PROVIDE RECIPROCAL COMPENSATION UNDER THE**

12   **FCC'S PRIOR DECISIONS?**

13 A. My position is based on the manner in which the FCC has

14   historically viewed calls to ISPs. The FCC treats ISP-

15   bound traffic as local traffic where the ISP is located

16   in the same exchange as the end user caller. The FCC

17   has repeatedly affirmed the right of ISPs to employ

18   local exchange services under intrastate tariffs to

19   connect to the public switched telephone network. Under

20   FCC precedents, for ratemaking purposes, the local call

21   to the ISP is a separate and distinguishable

22   transmission from any subsequent ISP activity. The

23   FCC's recent Report and Order on Universal Service and

24   First Report and Order on Access Charge Reform affirm

1   this policy. In the Universal Service Order, the FCC

2   determined that Internet access consists of several

3   components: the connection to the ISP via voice grade

4   access to the PSTN, and the information service

5   subsequently provided by the ISP. Simply put, the first

6   component is a local exchange telephone call, which is

7   properly subject to reciprocal compensation. Similarly,

8   in the Access Charge Reform Order, the FCC declined to

9   allow the incumbent local exchange carriers ("ILECs") to

10 assess interstate access charges on ISPs. In that

11 Order, the FCC unequivocally characterized the

12 connection from the end user to the ISP as local traffic

13 when it noted that "[t]o maximize the number of

14 subscribers that can reach them through a local call,

15 most ISPs have deployed points of presence."

16 Q. WHAT IS THE BASIS OF YOUR POSITION THAT BELLSOUTH IS

17   REQUIRED TO PROVIDE RECIPROCAL COMPENSATION FOR ISP

18   TRAFFIC UNDER STATE PUBLIC UTILITY COMMISSION DECISIONS?

19 A. At last count, at least 24 State regulatory commissions

20   have thus far determined that ISP traffic is local

21   traffic for ratemaking purposes, and is therefore

22   subject to reciprocal compensation. Attached is Exhibit

23   J which provides a list of the State regulatory

24   decisions addressing this issue. In BellSouth's

1   territory, I know of at least four State decisions which

2   hold that ISP traffic is local traffic. The Florida

3   Public Service Commission also found that ISP traffic is

4   local traffic, and BellSouth has filed a complaint in

5   federal district court regarding the decision. In

6   particular, the North Carolina Utilities Commission has

7   found that:

8   the reciprocal compensation provision
9   contained in the Interconnection
10   Agreement between BellSouth and US LEC
11   is fully applicable to telephone
12   exchange service calls that terminate to
13   ISP customers when the originating
14   caller and the called number are
15   associated with the same local calling
16   area.
17
18 Interconnection Agreement Between BellSouth

19 Telecommunications, Inc. and US LEC of North Carolina,

20 LLC; Docket No. P-55, SUB 1027, Feb. 26, 1998.

21 Similarly, the Tennessee Regulatory Authority, on August

22 17, 1998, affirmed the initial recommendation of a

23 hearing officer, which concluded, among other things,

24 that "[u]nder existing orders and actions of the [FCC],

25 enhanced service providers, including internet service

26 providers, are end users," and that a call to an

27 "Internet service provider is 'Local Traffic'" under the

28 interconnection agreement between BellSouth and Brooks

29 Fiber. Petition of Brooks Fiber to Enforce

1 <u>Interconnection Agreement and for Emergency Relief</u>,

2 Docket No. 98-00118, Aug. 30, 1998. Finally, an

3 Administrative Law Judge with the Georgia Public Service

4 Commission has concluded that ISP traffic is local

5 traffic subject to reciprocal compensation. (The full

6 Commission held an evidentiary hearing, and a decision

7 is pending). Thus, even if this Commission were to

8 consider only the decisions of the State public utility

9 commissions in BellSouth's service territory, there can

10 be no doubt that BellSouth is obligated to compensate

11 the CLECs for ISP traffic. <u>Complaint of MFS Intelnet of</u>

12 <u>Georgia, Inc. Against BellSouth Telecommunications, Inc.</u>

13 <u>and Request for Immediate Relief</u>; Docket No. 8196-U, May

14 29, 1998.

15 Q. **HOW DOES BELLSOUTH TREAT ISP TRAFFIC?**

16 A. BellSouth has, as a matter of practice, treated calls

17 from its end users to ISPs it serves with telephone

18 numbers in the same local calling area as local traffic.

19 For example, BellSouth charges its own ISP customers

20 local business line rates for local telephone service.

21 When a BellSouth telephone exchange service customer

22 places a call to an ISP within the caller's local

23 calling area, BellSouth rates and bills such customer

24 for a local call pursuant to local tariffs. Similarly,

1   BellSouth treats the revenues associated with local

2   exchange traffic to its ISP customers to be local for

3   purposes of accounting separations and ARMIS reporting.

4   These undeniably point to the fact that BellSouth has

5   always treated ISP traffic as local.

6 Q. HAS A FEDERAL COURT RECENTLY ADDRESSED, DIRECTLY OR

7   PERIPHERALLY, THE NATURE OF ISP CALLS?

8 A. Yes. The Court of Appeals for the Eighth Circuit, in a

9   decision relating to access charges released on August

10   19, 1998, noted that "ISPs subscribe to LEC facilities

11   in order to receive local calls from customers who want

12   to access the ISPs' data, which may or may not be stored

13   in computers outside the state in which the call was

14   placed. This is an explicit recognition by a federal

15   appeals court that ISP calls are local calls.

16   Moreover, the U.S. District Court in Texas recently

17   held that "as end-users, ISPs may receive local calls

18   that terminate within the local exchange network."

19   Southwestern Bell Telephone Company v. PUC of Texas, et.

20   al, (Western District of Texas, filed June 16, 1998,

21   (MO-98-CA-43) The Court found that "[i]n the instant

22   case, the 'call' from Southwestern Bell's customers to

23   Time Warner's ISPs terminates where the

24   telecommunications service ends at the ISPs facilities.

67

1   As a technically different transmission, the ISPs'

2   information service cannot be a continuation of the

3   "call" of a local customer." [Id.] The Court

4   determined that the PUC correctly interpreted the

5   interconnection agreement as unambiguous, and correctly

6   ordered Southwestern Bell to comply with the agreement's

7   reciprocal compensation terms for termination of local

8   traffic.

9   Similarly, a federal district court has affirmed

10   the Illinois Commerce Commission's ruling that calls to

11   ISPs are local calls and are subject to reciprocal

12   compensation. (The original stay of the ICC's decision

13   remains in effect to allow the parties to appeal).

14   Ameritech Illinois v. WorldCom Technologies, et al.,

15   Case (Northern District of Illinois, filed July 21,

16   1998, (No. 98-C-1925).

17 Q. **ARE THERE PUBLIC POLICY CONCERNS THAT ARE IMPLICATED IN**

18   **THIS PROCEEDING?**

19 A. Yes, critical public interest concerns are at issue

20   here. A contrary decision would result in a class of

21   calls for which no compensation is provided to the

22   terminating CLEC. This result is inconsistent with the

23   carefully drawn compensation scheme articulated in the

24   1996 Act and the FCC's decisions interpreting same. The

1   1996 Act contemplates that carriers will receive

2   compensation for the use of their networks through

3   either access charges or reciprocal compensation. Since

4   the CLECs do not receive access charges for transporting

5   and terminating BellSouth-originated calls to CLEC ISP

6   customers, it simply makes sense that reciprocal

7   compensation should apply. Similarly, a ruling that ISP

8   traffic is not subject to reciprocal compensation could

9   have a devastating effect upon local competition.

10   Without reciprocal compensation for the transport and

11   termination of local ISP traffic, CLECs will find that

12   the costs of offering Internet service become

13   increasingly prohibitive. This will have the perverse

14   result of fewer carriers providing Internet service and

15   a dramatic increase in the cost of Internet service to

16   customers. Finally, forcing CLECs to provide service to

17   BellSouth free of charge (in essence subsidizing

18   BellSouth's operations), would have negative financial

19   and other anticompetitive effects on the CLECs.

20 Q. **WHAT IS INTERMEDIA'S POSITION ON THE PROPOSED RATE**

21   **LEVELS FOR RECIPROCAL COMPENSATION OFFERED BY**

22   **BELLSOUTH?**

23 A. The proposed rate levels are low and do not appear to be

24   reflective of Intermedia's underlying costs.

69

1 Q. HAS INTERMEDIA MADE ANY PROPOSALS TO BELLSOUTH ON THIS

2   ISSUE?

3 A. Yes.   Intermedia has proposed that the reciprocal

4   compensation rates in the existing agreement should be

5   continued in the new agreement.

6 Q. WHAT HAS BEEN BELLSOUTH'S RESPONSE TO INTERMEDIA?

7 A. BellSouth is evaluating Intermedia's proposal.

8   XII.   NUMBER PORTABILITY PROVISIONS

9 Q. What is Intermedia's position with respect to number

10   portability provisions?

11 A. Intermedia has proposed specific number portability

12   provisions. These provisions address the implementation

13   of permanent number portability, the obligation of the

14   carriers, interim number portability to permanent number

15   portability transition, provides for a bona fide request

16   process for specific MSA requests beyond those required

17   by the FCC, and the pricing to be assessed for LNP

18   queries.

19 Q. Has BellSouth agreed to Intermedia's proposed language?

20 A. No. BellSouth is evaluating Intermedia's proposed

21   language.

22 Q. What is Intermedia's position with regard to Frame Relay

23   Interconnection provisions?

1   A.   Intermedia has agreed to most of the BellSouth proposed

2   frame relay interconnection provisions. Intermedia has,

3   however, objected to specific frame relay language

4   proposed by BellSouth which addresses how the

5   jurisdiction of the frame relay traffic will be

6   determined.   Intermedia has proposed that a

7   statistically valid sample be used in lieu of the total

8   universe being measured. It is Intermedia's position

9   that the measurement provisions proposed by BellSouth

10   are infeasible as a practical matter for both parties.

11   Q.   Has BellSouth agreed to Intermedia's counter-proposal?

12   A.   BellSouth is evaluating Intermedia's proposal on this

13   issue.

14   Q.   DOES THIS CONCLUDE YOUR TESTIMONY?

15   A.   Yes. I reserve the right, however, to amend or modify

16   my testimony, as appropriate.

17   END OF TESTIMONY

18

19

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EXHIBIT "A"

MEMORANDUM

TO: Stuart Hudnall
           BellSouth

FROM: Julia Strow
           Intermedia Communications Inc.

DATE: October 16, 1998

RE: Section 251 Interconnection Negotiations

_____

     Please accept this letter as confirmation of our agreement to extend the arbitration window (135th day/160th day) of our current negotiations from October 8, 1998/November 2, 1998 to October 26, 1998/November 20, 1998. A copy of the previous agreement is attached. By agreeing to extend the arbitration window, the effective start date of the negotiations is June 13, 1998. Thus, the state commissions are expected to reach decisions regarding unresolved issues by March 16, 1999.

Concurred:

BellSouth Telecommunications, Inc.   Intermedia Communications Inc.

By: _____   By: _____

Date _____   Date: _____

Strow, Julia O. (EXCH)

From: Stuart Hudnall [SMTP:Stuart.Hudnall1@bridge.bellsouth.com]
Sent: Friday, October 16, 1998 4:24 PM
To: jostrow@intermedia.com; thunley@intermedia.com
Subject: UChannelization

Attached is the information I believe Julia is looking for. I am out of the office until next Wednesday. Will try to get some more info to you by then or before.

As far as the negotiation extension, it has been signed, but how would you like to make it November 20 or so instead of Nov. 2? We are having some difficulty getting replies on all of the outstanding issues, not to mention I'm up to my eyeballs in other "must do" things. Let know.

———————————— Forwarded Message ————————

Date: Thu, 15 Oct 1998 19:52:25 -0500
From: Nancy Starcher <Nancy.Starcher@bridge.bst.bls.com>
Subject: UC
To: Stuart Hudnall <Stuart.Hudnall1@bridge.bst.bls.com>

Stuart
Attached is the UC ATIP.
Nancy

———————————— Attachment ————————

The following Microsoft Word For Windows V2 document is uuencoded. You may use the UNIX uudecode utility to translate it to its native format.
●●●

UCATIP.DOC

———— ———————— Attachment ————————

BELLSOUTH INTERCONNECTION AGREEMENT ABITRATION – ISSUES

SECTION	RESOLVED	UN-RESOLVED
GENERAL TERMS AND CONDITIONS		
1. Purpose		X
2. Term of Agreement	X	
3. Ordering Procedures	X	
4. Parity		X
5. White Page Listings	X	
6. BFR Process	X	
7. Liability & Indemnification	X	
8. Intellectual Property	X	
9. Treatment of Proprietary and Confidential Info	X	
10. Assignments	X	
11. Resolution of Disputes	X	
12. Taxes	X	
13. Force Majeure	X	
14. Year 2000 Compliance		
15. Modification of Agreement	X	
16. Waivers	X	
17. Governing Law	X	
18. Arm's Length Negotiations	X	
19. Notices	X	
20. Rule of Construction	X	
21. Headings of No Force or Effect	X	
22. Multiple Counterparts	X	
23. Implementation of Agreement	X	
24. Entire Agreement	X	
Definitions		X
RESALE		
1. Discount Rates	X	
2. Definition of Terms	X	
3. General Provisions	X	
4. Provision of Services	X	

5. Maintenance of Services	X	
6. Establishment of Service	X	
7. Payment and Billing Arrangements	X	
8. Discontinuation of Service	X	
Exhibit A – Applicable Discounts	X	

UNES

1. Introduction		X
2. Unbundled Loops		X
3. Integrated Digital Loop Carriers		X
4. Network Interface Device	X	
5. Unbundled Loop Concentration System	X	
6. Sub-Loop Elements		X
7. Local Switching	X	
8. Transport		X
9. Operator Systems	X	
10. Signaling	X	
11. Signaling Transfer Points	X	
12. Service Control Points/DataBases	X	
13. Dark Fiber		X
14. SS7 Network Interconnection	X	
15. Basic 911 and E911	X	
Other: Packet Elements; requested volume and term pricing of loops and UNEs requested.		X

LOCAL INTERCONNECTION

1. Local Traffic Exchange		X
2. Exchange of Intralata Toll Traffic		X
3. Methods of Interconnection	X	
4. Trunk Groups	X	
5. Network Design and Management for Interconnection	X	
6. Parity in Ordering & Provisioning	X	
7. Local Dialing Parity	X	
8. Local Interconnection Compensation		X

PHYSICAL COLLOCATION

1. Scope of Attachment		X

2. Occupancy	X	
3. Use of Collocation Space	X	
4. Ordering and Preparation of Collocation Space		X
5. Rates and Charges		X
6. Insurance	X	
7. Mechanics Liens	X	
8. Inspections	X	
9. Security	X	
10. Destruction of Collocation Space	X	
11. Eminent Domain	X	
12. Nonexclusivity	X	
13. Notices	X	
Exhibit A		X
ACCESS TO NUMBERS & NUMBER PORTABILITY		X
ORDERING & PROVISIONING	X	
BILLING & BILLING ACCURACY	X	
RIGHTS OF WAY	X	
BFR	X	
PERFORMANCE MEASURES		X
Attachment 11		X

EXHIBIT C

Overview of Issues Upon Which Parties Do Not Agree

1. Should BellSouth be required to provide Intermedia, as requested, the following unbundled local loops: two-wire ISDN, two-wire ADSL, two-wire HDSL, four-wire HDSL, four-wire DS0, four-wire DS1, four-wire DS3, OC3, OC12, OC48 loops, and unbundled optical fiber loops? If yes, what is the price for each?

2. Should BellSouth be required to provide Intermedia, as requested, the following unbundled network elements:

(a) dedicated interoffice transport for DS0, DS1, DS3, OC3, OC12, OC48, and unbundled optical fiber;

(b) dedicated local channel for DS0, DS1, DS3, OC3, OC12, OC48, and unbundled optical fiber;
(c) packet switching UNEs: 1) User-to-Network Interface ("UNI") at 56 kbps; 64 kbps; 128 kbps; 256 kbps; 384 kbps; 1.544 Mbps; 44.736 Mbps;

(2) Network-to-Network Interface ("NNI") at 56 kbps; 64 kbps; 1.544 Mbps; and 44.736 Mbps; and

(3) Data Link Control Identifiers ("DLCIs") at Committed Information Rates ("CIRs") of: 0 kbps; 8 kbps; 9.6 kbps; 16 kbps; 19.2 kbps; 28 kbps; 32 kbps; 56 kbps; 64 kbps; 128 kbps; 192 kbps; 256 kbps; 320 kbps; 384 kbps; 448 kbps; 512 kbps; 576 kbps; 640 kbps; 704 kbps; 768 kbps; 832 kbps; 896 kbps; 960 kbps; 1.024 Mbps; 1.088 Mbps; 1.152 Mbps; 1.216 Mbps; 1.280

Mbps; 1.344   Mbps; 1.408 Mbps; 1.472 Mbps; 1.536 Mbps; 1.544

Mbps; 3.088 Mbps; 4.632 Mbps; 6.176 Mbps; 7.720 Mbps; 9.264

Mbps; 10.808 Mbps; 11.16 Mbps; 12.350 Mbps; 13.896 Mbps; 15.440

Mbps; 16.984 Mbps; 17.34 Mbps; 18.528 Mbps; 20.072 Mbps; and

35-44.210 Mbps.

(d) interconnection to remote terminals on an unbundled
basis?; and

(e) unbundled channelizaiton/multiplexiing capabilities?
If yes, what is the price for each?

3.   Should BellSouth be required to provide Intermedia UNE
combinations as requested?   If yes, how should BellSouth
provide the UNE combinations to Intermedia?

4.   Collocation Issues

a) What other types of collocation alternatives should
BellSouth be required to provide Intermedia and what are the
terms, conditions and price for them?

      1) shared/subleasing space collocation;

      2) ability to interconnect with other CLECs;

      3) cageless collocation;

      4) other issues.

b) In the event of BellSouth's claim of space exhaust, what
should BellSouth be required to do?

c) Collocation Costs

d) What modifications should BellSouth be required to make
with respect to virtual collocation?

5. What should BellSouth be required to provide Intermedia with respect to a network conversion plan of Intermedia's embedded base to UNEs?

6. What volume and term pricing should BellSouth provide to Intermedia for specific unbundled network elements and resold services?

7. What is BellSouth required to provide Intermedia with respect to pricing parity?

8. What additional performance measures is BellSouth required to provide Intermedia?

9. What penalties should be imposed if BellSouth fails to provide the services and UNEs referenced in Issue 8 as committed?

10. Reciprocal Compensation

    (a) For purposes of reciprocal compensation, does the definition of local traffic include traffic that originates from or terminates to an Enhanced Service Provider (ESP) or Information Service Provider (ISP)?

    (b) What are the appropriate reciprocal compensation rate levels?

11. What number portability provisions should be used?

12. What frame relay measurement provisions should apply?

EXHIBIT "D"

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc., a Delaware corporation, and shall be deemed effective as of this _____ day of _____, 19___. This agreement may refer to either BellSouth or Intermedia or both as a "Party" or "Parties."

WITNESSETH

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

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

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

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

1.   **Purpose**

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

BellSouth agrees to provide to Intermedia services, and to the extent provided to its retail unit or affiliate, unbundled network elements and interconnection, under the same terms and conditions. For example, Intermedia

will be provided the same pricing proposals as are provided to BellSouth's internal retail organization or affiliate plus the resale discount.

2.   **Term of the Agreement**

2.1   The term of this Agreement shall be two years from the execution date as set forth in page one of this agreement.

2.2   The Agreement may be renewed for an additional two years if the Parties agree in writing. When the Parties do not agree to renew this Agreement for an additional two years, they agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3   If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3.   **Ordering Procedures**

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

3.2   BellSouth has developed electronic systems for placing most resale and some UNE orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available

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services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charge for Operational Support Systems (OSS) shall be as set forth in this agreement in Exhibit A of Attachment 1 and in Attachment 11.

3.3   Both parties agree to work cooperatively toward greater efficiencies in the ordering processes supporting resale and unbundled network elements.

4.   **Parity**

The services and service provisioning that BellSouth provides Intermedia for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide Intermedia with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable Intermedia to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide Intermedia with unbundled network elements, and access to those elements on a non-discriminatory basis, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC. BellSouth will provide number portability to Intermedia and their customers with minimum impairment of functionality, quality, reliability and convenience.

5.   **White Pages Listings**

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

5.1   **Listings**. BellSouth or its agent will include Intermedia residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Intermedia and BellSouth subscribers.

5.2   **Rates**. Subscriber primary listing information in the White Pages shall be provided at no charge to Intermedia or its subscribers provided that Intermedia provides subscriber listing information to BellSouth at no charge.

5.3   **Procedures for Submitting Intermedia Subscriber Information**. BellSouth will provide to Intermedia a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Intermedia will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-

accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.

5.4   Unlisted Subscribers. Intermedia will be required to provide to BellSouth the names, addresses and telephone numbers of all Intermedia customers that wish to be omitted from directories.

5.5   Inclusion of Intermedia Customers in Directory Assistance Database. BellSouth will include and maintain Intermedia subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Intermedia will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

5.6   Listing Information Confidentiality. BellSouth will accord Intermedia's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Intermedia's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

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

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

6.   Bona Fide Request/New Business Request Process

BellSouth shall, upon request of Intermedia, provide to Intermedia interconnection and access to its unbundled elements at any technically feasible point for the provision of Intermedia's telecommunications service where such access is necessary and failure to provide access would impair the ability of Intermedia to provide services that it seeks to offer. Any request by Intermedia for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 9.

7. Liability and Indemnification

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

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

7.3 **Limitation of Liability.**

7.3.1 Except as expressly provided herein, each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

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

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

7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to,

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economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

7.4   Indemnification for Certain Claims. BellSouth and Intermedia providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.

7.5   No liability for Certain Inaccurate Data. Neither BellSouth nor Intermedia assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

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

8.   Intellectual Property Rights and Indemnification

8.1   No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Intermedia is strictly prohibited from any use, including but not limited to in sales, in

marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

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

8.3   Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

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

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

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

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

8.5   Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of

the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

9.   Treatment of Proprietary and Confidential Information

9.1   Confidential Information. It may be necessary for BellSouth and Intermedia to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and Intermedia shall receive such Information and not disclose such Information. BellSouth and Intermedia shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Intermed a with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Intermedia will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

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

10. **Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties agree to work cooperatively toward resolution of the dispute for a period of 30 days. If resolution cannot be reached in that 30-day period or it is mutually agreed by both parties that during the 30-day resolution period that the dispute cannot be resolved, then either Party may petition the Commission or appropriate regulatory or legal body for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. **Taxes**

12.1 **Definition**. For purposes of this Section, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

12.2   Taxes and Fees Imposed Directly On Either Seller or Purchaser.

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

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

12.3   Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

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

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

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

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

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

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

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

12.4   Taxes and Fees Imposed on Seller But Passed On To Purchaser.

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

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

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

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

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

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

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

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

13.   Force Majeure

          In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a

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day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

14.   **Year 2000 Compliance**

Each party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

15.   **Modification of Agreement**

15.1   BellSouth shall make available to Intermedia any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252; provided however the parties shall adopt such other agreement in its entirety. The adopted agreement shall apply to the same states as such other agreement and for the identical term.

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

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

15.4   In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Intermedia or BellSouth to perform any material terms of this

Agreement, Intermedia or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

15.5   If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16.   **Waivers**

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

17.   **Governing Law**

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

18.   **Arm's Length Negotiations**

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

19.   **Notices**

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

BellSouth Telecommunications, Inc.

Intermedia Account Team

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9th Floor
600 North 19th Street
Birmingham, Alabama 35203

and

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

Intermedia Communications Inc.

General Counsel
3625 Queen Palm Drive
Tampa, Florida 33619

and

Regulatory Department
3625 Queen Palm Drive
Tampa, Florida 33619

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

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

19.3   BellSouth shall provide Intermedia 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies Intermedia of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify Intermedia of such revisions consistent with its internal notification process. Intermedia may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. Intermedia may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

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20.   **Rule of Construction**

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

21.   **Headings of No Force or Effect**

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

22.   **Multiple Counterparts**

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

23.   **Implementation of Agreement**

To the extent that there are new or revised contract provisions or terms and conditions not contained within the original agreement between BellSouth and Intermedia, within 60 days of the execution of this Agreement, the parties will adopt a schedule for the implementation of said provisions and terms and conditions. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 12 of this Agreement.

24.   **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.

This agreement includes attachments with provisions for the following services:

Unbundled Network Elements (UNEs)
Local Interconnection
Resale
Collocation

The following services are included as options for purchase by Intermedia. Intermedia shall elect said services by written request to its Account Manager:

Optional Daily Usage File (ODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)

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

BellSouth Telecommunications, Inc.   **Intermedia Communications Inc.**

_____   _____
Signature   Signature

_____   _____
Name   Name

_____   _____
Title   Title

_____   _____
Date   Date

Definitions

Act – See "Telecommunications Act of 1996" following.

Advanced Intelligent Network or "AIN" is a network functionality that permits specific conditions to be programmed into a switch which, when met, directs the switch to suspend call processing and to receive special instructions for further call handling in order to enable carriers to offer advanced features and services.

Affiliate is as defined in the Act.

Asymmetrical Digital Subscriber Line or "ADSL" means a transmission technology which transmits an asymmetrical digital signal using one of a variety of line codes.

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

Commission when referred to in the context of a state 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. When Commission is referred to in the federal context, it refers to the Federal Communications Commission.

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to an CLEC.

Dark Fiber has the meaning set forth in Attachment 2, Section 13.

Delaying Event means any failure of a party to perform any of its obligations set forth in this Agreement, caused in whole or in part by (1) the failure of the other party to perform any of obligations as set forth in this Agreement, or (2) any delay, act or failure to act by the other Party or its customer, agent or subcontractor or (b) any Force Majeure Event.

Digital Signal Level 0 (DS0) means 64 Kbps zero level signal in the time division multiplex hierarchy.

Digital Signal Level 1 (DS1) means 1.544 Mbps first-level signal in the time division multiplex hierarchy.

Digital Signal Level 3 (DS3) means the 44.736 Mbps third level in the time division multiplex hierarchy.

Exchange Access is as defined in the BellSouth General Subscriber Service Tariff.

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

FCC means Federal Communications Commission.

"Fiber-Meet" or **"Mid-Span Meet"** means an interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one

Party's responsibility or service begins and the other Party's responsibility ends.

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

Intermediary function is defined as the delivery of traffic from Intermedia; a CLEC other than Intermedia or another telecommunications carrier through the network of BellSouth or Intermedia to an end user of Intermedia; a CLEC other than Intermedia or another telecommunications carrier.

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

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local traffic, under orders issued by twenty-two states, currently includes traffic that originates from or terminates to an Information Service Provider (ISP) or Enhanced Service Provider (ESP). Should the FCC or the Courts, upon a final non-appealable order find that the traffic that originates from or terminates to an ISP or ESP is not local traffic, the parties agree to modify this agreement accordingly. In that instance and unless the final non-appealable order expressly prohibits its, such provisions will be adopted on a prospective basis only and any reciprocal compensation balance due to Intermedia for the termination of ISP traffic on Intermedia's network is due.

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

Multiple Exchange Carrier Access Billing ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-

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BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network-to-Network Interface (NNI) specifies how an Exchange Access Frame Relay Service (XAFRS) switch sends and receives data from another provider's Frame Relay switch. The NNI is offered at transmission speeds of 56Kbps, 64Kbps, 1.536 Mbps and 44.210 Mbps.

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

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

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

Permanent Number Portability is as defined by the Act and FCC rules/orders.

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

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

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

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

Synchronous Optical Network (SONET) means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-I/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.

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.).

To the extent not contained herein definitions of terms as used in this agreement will be consistent with the definition of the term in the Act. If a term is not defined by the Act, then the Parties will rely upon tariff or common industry definitions of the term in question.

RESALE

1   **Discount Rates**

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

2   **Definition of Terms**

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

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

2.3   END USER means the ultimate user of the telecommunications services.

2.4   END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

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

2.6   OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of the Company's franchised area to provide local exchange service within the Company's franchised area.

2.7   RESALE means an activity wherein a certificated CLEC, such as Intermedia subscribes to the telecommunications services of the Company and then reoffers those telecommunications services to the public (with or without "adding value").

2.8   RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as Intermedia, may offer resold local exchange telecommunications service.

3 General Provisions

3.1 Intermedia may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

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

3.2.1 Intermedia must resell services to other end users.

3.2.2 Intermedia must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams pursuant to Section 3 of General Terms and Conditions.

3.2.3 Intermedia cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.

3.3 The provision of services by the Company to Intermedia does not constitute a joint undertaking for the furnishing of any service.

3.4 Intermedia will be the customer of record for all services purchased from BellSouth. Except as specified herein, the Company will take orders from, bill and expect payment from Intermedia for all services.

3.5   Intermedia will be the Company's single point of contact for all services purchased pursuant to this Agreement. The Company shall have no contact with the end user except to the extent provided for herein.

3.6   The Company will continue to bill the end user for any services that the end user specifies it wishes to receive directly from the Company.

3.7   The Company maintains the right to serve directly any end user within the service area of Intermedia. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Intermedia.

3.8   Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

3.9   Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of the Company and are assigned to the service furnished. Intermedia has no property right to the telephone number or any other call number designation associated with services furnished by the Company, and no right to the continuance of service through any particular central office. The Company reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever the Company deems it necessary to do so in the conduct of its business.

3.10   The Company 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 Intermedia.

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

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

3.13   The Company can refuse service when it has grounds to believe that service will be used in violation of the law.

3.14   The Company accepts no responsibility to any person for any unlawful act committed by Intermedia or its end users as part of providing service to Intermedia for purposes of resale or otherwise.

3.15   The Company will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with the Company's customers. Law enforcement agency subpoenas and court orders regarding and users of Intermedia will be directed to Intermedia. The

Company will bill Intermedia for implementing any requests by law enforcement agencies regarding Intermedia end users.

3.16 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than the Company shall not:

3.16.1 Interfere with or impair service over any facilities of the Company, its affiliates, or its connecting and concurring carriers involved in its service;

3.16.2 Cause damage to their plant;

3.16.3 Impair the privacy of any communications; or

3.16.4 Create hazards to any employees or the public.

3.17 Intermedia assumes the responsibility of notifying the Company regarding less than standard operations with respect to services provided by Intermedia.

3.18 Facilities and/or equipment utilized by BellSouth to provide service to Intermedia remain the property of BellSouth.

3.19 White page directory listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Service Tariff and will be available for resale.

3.20 BellSouth will provide customer record information to Intermedia provided Intermedia has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.

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

3.20.2 All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from Intermedia who utilize the services. Charges for use of Operational Support Systems (OSS) shall be as set forth in Exhibit A of this attachment.

3.21 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Station Message Desk Interface - Enhanced ("SMDI-E")

- Station Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities

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

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

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

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

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

3.23 All costs incurred by BellSouth for providing services requested by Intermedia that are not covered in the BellSouth tariffs shall be recovered from the Intermedia(s) who utilize those services.

4   **BellSouth's Provision of Services to Intermedia**

4.1 Intermedia agrees that its resale of BellSouth services shall be as follows:

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

4.1.2 To the extent Intermedia is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, Intermedia 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 the 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 Intermedia 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.

4.1.3 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 Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in the Company's A23 Shared Tenant Service Tariff (A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee).

4.1.4 Intermedia 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 of the Company's Tariff except for backup service as indicated in the applicable state tariff Section A3.

4.1.5 If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Intermedia will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at the Company's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Intermedia actually makes the payment to the Company may be assessed.

4.1.6 The Company reserves the right to periodically audit services purchased by Intermedia to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Intermedia shall make any and all records and data available to the Company or the Company's auditors on a reasonable basis. The Company shall bear the cost of said audit.

4.2 Resold services can only be used in the same manner as specified in the Company's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23 (A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee) of the Company's Tariff referring to Shared Tenant Service.

4.3 Intermedia may resell services only within the specific resale service area as defined in its certificate.

4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

4.5 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Intermedia is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

5 Maintenance of Services

5.1 Intermedia will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

5.2 Services resold under the Company's Tariffs and facilities and equipment provided by the Company shall be maintained by the Company.

5.3 Intermedia or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by the Company, other than by connection or disconnection to any interface means used, except with the written consent of the Company.

5.4 Intermedia accepts responsibility to notify the Company of situations that arise that may result in a service problem.

5.5 Intermedia will be the Company's single point of contact for all repair calls on behalf of Intermedia's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

5.6 Intermedia will contact the appropriate repair centers in accordance with procedures established by the Company.

5.7 For all repair requests, Intermedia accepts responsibility for adhering to the Company's prescreening guidelines prior to referring the trouble to the Company.

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

5.9 The Company reserves the right to contact Intermedia's customers, if deemed necessary, for maintenance purposes.

6 Establishment of Service

6.1   After receiving certification as a local exchange company from the appropriate regulatory agency, Intermedia will provide the appropriate Company service center the necessary documentation to enable the Company to establish a master account for Intermedia. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, the Company will begin taking orders for the resale of service.

6.2   Service orders will be in a standard format designated by the Company.

6.3   When notification is received from Intermedia that a current customer of the Company will subscribe to Intermedia's service, standard service order intervals for the appropriate class of service will apply.

6.4   The Company will not require end user confirmation prior to establishing service for Intermedia's end user customer. Intermedia must, however, be able to demonstrate end user authorization upon request.

6.5   Intermedia will be the single point of contact with the Company for all subsequent ordering activity resulting in additions or changes to resold services except that the Company will accept a request directly from the end user for conversion of the end user's service from Intermedia to the Company or will accept a request, in writing or electronically where capability exists, from another CLEC for conversion of the end user's service from Intermedia to the other local service provider. The Company will notify Intermedia that such a request has been processed.

6.6   If the Company determines that an unauthorized change in local service to Intermedia has occurred, the Company will reestablish service with the appropriate local service provider and will assess Intermedia as the CLEC initiating the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to Intermedia. These charges can be adjusted if Intermedia provides satisfactory proof of authorization.

6.7   In order to safeguard its interest, the Company reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.

6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to the Company. Any such security deposit may be held during the continuance of the

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service as security for the payment of any and all amounts accruing for the service.

6.7.2 If a security deposit is required, such security deposit shall be made prior to the inaug iration of service.

6.7.3 Such security deposit may not exceed two months' estimated billing.

6.7.4 The fact that a security deposit has been made in no way relieves Intermedia from complying with the Company's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of the Company providing for the discontinuance of service for non-payment of any sums due the Company.

6.7.5 The Company reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.

6.7.6 In the event that Intermedia defaults on its account, service to Intermedia will be terminated and any security deposits held will be applied to its account.

6.7.7 Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

7   Discontinuance of Service

7.1   The procedures for discontinuing service to an end user are as follows:

7.1.1 Where possible, the Company will deny service to Intermedia's end user on behalf of, and at the request of, Intermedia. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Intermedia.

7.1.2 At the request of Intermedia, the Company will disconnect a Intermedia end user customer.

7.1.3 All requests by Intermedia for denial or disconnection of an end user for nonpayment must be in writing.

7.1.4 Intermedia will be made solely responsible for notifying the end user of the proposed disconnection of the service.

7.1.5 The Company will continue to process calls made to the Annoyance Call Center and will advise Intermedia when it is

determined that annoyance calls are originated from one of their end user's locations. The Company shall be indemnified, defended and held harmless by Intermedia and/or the end user against any claim, loss or damage arising from providing this information to Intermedia. It is the responsibility of Intermedia to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in the Company's disconnecting the end user's service.

7.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

7.2 The procedures for discontinuing service to Intermedia are as follows:

7.2.1 The Company 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 Intermedia of the rules and regulations of the Company's Tariffs.

7.2.2 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 Intermedia, 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. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Intermedia to receive notices of noncompliance, discontinue the provision of existing services to Intermedia at any time thereafter.

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

7.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Intermedia's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Intermedia without further notice.

7.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Intermedia's services will be discontinued. Upon discontinuance of service on a Intermedia's account, service to Intermedia's end users will be denied. The Company will also reestablish service at the request of the end user or Intermedia upon payment of the appropriate connection fee

and subject to the Company's normal application procedures. Intermedia is solely responsible for notifying the end user of the proposed disconnection of the service.

7.2.6 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.

APPLICABLE DISCOUNTS

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

DISCOUNT*

STATE	RESIDENCE	BUSINESS
ALABAMA	16.3%	16.3%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

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

** In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge	
			Electronic	Manual
	Non-Recurring Service Establishment Charge	Monthly Recurring Charge	Per LSR received from the CLEC by one of the OSS interactive interfaces	Per LSR received from the CLEC by means other than one of the OSS interactive interfaces
ALABAMA	$100.00	$50.00	$10.80	$22.00
FLORIDA	$100.00	$50.00	$10.80	$22.00
GEORGIA	$200.00	Per 1,000 electronic LSRs received from the CLEC[1] First 1,000 - $550.00 Add'l 1,000 - $110.00	Note[2]	$22.00
KENTUCKY	$100.00	$50.00	$10.89	$22.00
LOUISIANA	$100.00	$50.00	$9.16	$22.00
MISSISSIPPI	$100.00	$50.00	$10.80	$22.00
NORTH CAROLINA	$100.00	$50.00	$10.80	$22.00
SOUTH CAROLINA	$100.00	$50.00	$10.80	$22.00
TENNESSEE	$100.00	$50.00	$10.80	$22.00

Rates for Operational Support Systems stated above are interim and are subject to modification based upon receipt of a final, non-apoealable order by each state's Public Service Commission.

In addition to OSS charges, applicable service order and related charges apply per the General Subscriber Service Tariff and Private Line Tariff.

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[1] The Charge per 1,000 LSRs applies on a per CLEC basis.
[2] The Georgia Public Service Commission ("PSC") ordered in Docket 7061 that there would be no OSS charge within the Charge per Electronic Order column. Instead the Georgia PSC ordered monthly recurring charges based on the number of LSRs received from the CLEC.

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No[5]	Yes	Yes
3 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6 911/E911 Services (See Note6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services (See Note 6)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 AdWatch[SM] Svc (See Note 7)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Chrges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Note 5	Note 5[5]	Yes	Yes	Yes	No[5]	Yes	Yes
3 Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6 911/E911 Services (See Note6)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services (See Note 6)	No	No	No	No	Yes	Yes	Yes	Yes
8 AdWatch[SM] Svc (See Note 7)	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall® Service	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Chrges	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No

Applicable Notes:

1 Grandfathered services can be resold only to existing subscribers of the grandfathered service.

2 Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.

3 In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:

　　(a) the stated tariff rate, less the wholesale discount;

　　(b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

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4   Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies
    subscribers
    of these services. In Tennessee, Intermedia shall purchase BellSouth's Message Rate Service at the stated tariff rate, less th
    wholesale
    discount. Intermedia must further discount the wholesale Message Rate Service to LifeLine customers with a discount which i
    no less
    than the minimum discount that BellSouth now provides. Intermedia is responsible for recovering the Subscriber Line Charge
    from the
    National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum
    rate that
    Intermedia may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
5   In Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the
    Commission Order (3/10/97) will be subject to resale without the wholesale discount. All CSAs which are in place as of the
    effective date of the Commission order (3/10/97) will not be available for resale.
6   Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices
    and areas.
7   AdWatch℠ Service is tariffed as BellSouth® AIN Virtual Number Call Detail Service.
8   Exclusions for N11/911/E911 are also applicable to equipment associated with the service.
9   If BellSouth, through a change in company policy or Commission order, allows discounts on all CSAs, BellSouth will offer to
    amend this agreement to reflect the change.

ACCESS TO UNBUNDLED NETWORK ELEMENTS
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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1.   INTRODUCTION

1.1.1   BELLSOUTH SHALL, UPON REQUEST OF INTERMEDIA, AND
         TO THE EXTENT TECHNICALLY FEASIBLE, PROVIDE TO
         INTERMEDIA ACCESS TO ITS UNBUNDLED NETWORK
         ELEMENTS FOR THE PROVISION OF INTERMEDIA'S
         TELECOMMUNICATIONS SERVICE.

1.1.2   INTERMEDIA MAY PURCHASE UNBUNDLED NETWORK
         ELEMENTS FROM BELLSOUTH FOR THE PURPOSE OF
         COMBINING SUCH NETWORK ELEMENTS IN ANY MANNER
         INTERMEDIA CHOOSES TO PROVIDE TELECOMMUNICATION
         SERVICES TO ITS INTENDED USERS, INCLUDING
         RECREATING EXISTING BELLSOUTH SERVICES. *WITH THE
         EXCEPTION OF SUB-LOOP ELEMENTS WHICH ARE LOCATED
         OUTSIDE THE CENTRAL OFFICE AND EXCEPT AS
         OTHERWISE EXPRESSLY PROVIDED FOR WITHIN OTHER
         SECTION OF THIS INTERCONNECTION AGREEMENT,
         BELLSOUTH SHALL DELIVER THE UNBUNDLED NETWORK
         ELEMENTS PURCHASED BY INTERMEDIA TO THE
         DESIGNATED COLLOCATION SPACE.*

         *BELLSOUTH WILL ALSO PROVIDE COMBINATIONS OF
         ELEMENTS OR A UNE DEFINED AS ENHANCED EXTENDED
         LINK "EEL". THE EEL AND/OR COMBINATIONS REQUESTED
         INCLUDE THE DIGITAL LOOP (DS0, DS1, DS3, ETC.,
         MULTIPLEXING AND DEDICATED TRANSPORT FOR DS0, DS1,
         DS3, OC3 – OC48). WHERE EEL OR COMBINATIONS ARE
         PROVIDED, BELLSOUTH WILL NOT REQUIRE COLLOCATION
         AND WILL DELIVER THE FUNCTIONALITY REQUESTED TO
         THE DESIGNATED INTERMEDIA COLLOCATION.*

1.1.3   BELLSOUTH WILL PROVIDE THE FOLLOWING COMBINED
         UNBUNDLED NETWORK ELEMENTS FOR PURCHASE BY
         INTERMEDIA. THE RATE OF THE FOLLOWING COMBINED
         UNBUNDLED NETWORK ELEMENTS IS THE SUM OF THE
         INDIVIDUAL ELEMENT PRICES AS SET FORTH IN
         ATTACHMENT 11 OF THIS AGREEMENT. ORDER
         COORDINATION AS DEFINED IN SECTION 1.1.5 OF
         ATTACHMENT 2 IS AVAILABLE FOR EACH OF THESE
         COMBINATIONS:
         • loop and cross connect

- Port and cross connect
- Port and cross connect and common transport
- Loop distribution and NIDPort and vertical features
- Port and vertical features
- Loop and loop concentration
- Port and common transport
- Loop and LNP

1.1.4   *Volume and Term Pricing – UNES. BellSouth will provide volume and term pricing for specific UNEs. Further, at such time that additional UNEs become available, the parties hereto agree to negotiate volume and term pricing for these unbundled elements at that time. Further, Intermedia has requested specific loops and UNEs that have not been provided.*

    1.1.4.1   *Pricing for Interoffice Transport: BellSouth will provide pricing for interoffice transport. Intermedia will accept interim pricing until final pricing is available and; further, agrees to be subject to retroactive true up provisions at such time that final pricing is available. Interim pricing, however, should be developed to approximate TELRIC or analogous state pricing standards for unbundled network elements.*

1.1.5   BELLSOUTH SHALL COMPLY WITH THE REQUIREMENTS AS SET FORTH IN THE TECHNICAL REFERENCES WITHIN ATTACHMENT 2 TO THE EXTENT THAT THEY ARE CONSISTENT WITH THE GREATER OF BELLSOUTH'S ACTUAL PERFORMANCE OR APPLICABLE INDUSTRY STANDARDS.

1.1.6   BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

1.1.6.1   "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and INTERMEDIA advised. Order coordination for new service or non-physical conversions will be performed by BellSouth at non-scheduled intervals on the committed due date and INTERMEDIA advised. Where facilities are available, BellSouth will install unbundled loops within a 5-7

business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some unbundled loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by INTERMEDIA, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply.

1.1.6.2 "Order Coordination - Time Specific" refers to service order coordination in which INTERMEDIA requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order.

1.1.7 *Network Conversion – The parties agree to work jointly to convert Intermedia's existing network to UNEs. Within 30 days of execution of this agreement the parties will agree to a conversion plan of the existing Intermedia network to UNEs. The parties will identify and agree to the non-0recurring charges due to BellSouth for the conversion of the existing base to unbundled network elements. BellSouth agrees to perform such conversions, to the extent possible, on a mechanized basis and further agrees that where no physical changes to the network are required that the non-recurring charge will be developed to reflect the differential in the cost for BellSouth's performance of the conversion.*

2.   UNBUNDLED LOOPS

2.1.1   *BELLSOUTH AGREES TO OFFER ACCESS TO UNBUNDLED LOOPS PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS AND AT THE RATES SET FORTH IN ATTACHMENT 11. (DOES NOT CONTAIN ALL LOOPS AND ASSOCIATED PRICING AS REQUESTED BY INTERMEDIA.)*

2.2   DEFINITION

2.2.1   THE LOOP IS THE PHYSICAL MEDIUM OR FUNCTIONAL PATH ON WHICH A SUBSCRIBER'S TRAFFIC IS CARRIED FROM THE MDF OR SIMILAR TERMINATING DEVICE IN A CENTRAL OFFICE OR SIMILAR ENVIRONMENT UP TO THE TERMINATION AT THE NID AT THE CUSTOMER'S PREMISE. EACH UNBUNDLED LOOP WILL BE PROVISIONED WITH A NID.

2.2.2   THE PROVISIONING OF SERVICE TO A CUSTOMER WILL REQUIRE CROSS-OFFICE CABLING AND CROSS-CONNECTIONS WITHIN THE CENTRAL OFFICE TO CONNECT THE LOOP TO A LOCAL SWITCH OR TO OTHER TRANSMISSION EQUIPMENT IN CO-LOCATED SPACE.

2.2.3   BST WILL OFFER UNBUNDLED VOICE LOOPS (UVL) IN TWO DIFFERENT SERVICE LEVELS - SERVICE LEVEL ONE (SL1) AND SERVICE LEVEL TWO (SL2). SL1 LOOPS WILL BE NON-DESIGNED, WILL NOT HAVE TEST POINTS, AND WILL NOT COME WITH ANY ORDER COORDINATION (OC) OR ENGINEERING INFORMATION/CIRCUIT MAKE-UP DATA. UPON ISSUANCE OF AN ORDER IN THE SERVICE ORDER SYSTEM, SL1 LOOPS WILL BE ACTIVATED ON THE DUE DATE IN THE SAME MANNER AND TIME FRAMES THAT BST NORMALLY ACTIVATES POTS-TYPE LOOPS FOR ITS CUSTOMERS. SL2 LOOPS SHALL HAVE TEST POINTS, WILL BE DESIGNED WITH A DESIGN LAYOUT RECORD PROVIDED TO INTERMEDIA, AND WILL BE PROVIDED WITH ORDER COORDINATION. THE OC FEATURE WILL ALLOW INTERMEDIA TO COORDINATE THE INSTALLATION OF THE LOOP WITH THE DISCONNECT OF AN EXISTING CUSTOMER'S SERVICE AND/OR NUMBER PORTABILITY SERVICE. IN THESE CASES, BELLSOUTH WILL PERFORM THE ORDER CONVERSION WITH STANDARD ORDER COORDINATION AT ITS DISCRETION DURING NORMAL WORK HOURS.

2.2.4   BST WILL ALSO OFFER UNBUNDLED DIGITAL LOOPS (UDL).
          THEY WILL BE DESIGNED, WILL BE PROVISIONED WITH TEST
          POINTS (WHERE APPROPRIATE), AND WILL COME
          STANDARD WITH ORDER COORDINATION AND A DLR.

2.2.5   AS A CHARGEABLE OPTION ON ALL UNBUNDLED LOOPS
          EXCEPT UVL-SL1, BELLSOUTH WILL OFFER ORDER
          COORDINATION - TIME SPECIFIC (OC-TS). THIS WILL ALLOW
          INTERMEDIA THE ABILITY TO SPECIFY THE TIME THAT THE
          COORDINATED CONVERSION TAKES PLACE.

2.2.6   INTERMEDIA WILL BE RESPONSIBLE FOR TESTING AND
          ISOLATING TROUBLES TO THE UNBUNDLED LOOPS. ONCE
          INTERMEDIA HAS ISOLATED A TROUBLE TO THE BST
          PROVIDED LOOP, INTERMEDIA WILL ISSUE A TROUBLE TO
          BST ON THE LOOP. BST WILL TAKE THE ACTIONS
          NECESSARY TO REPAIR THE LOOP IF A TROUBLE ACTUALLY
          EXISTS. BST WILL REPAIR THESE LOOPS IN THE SAME
          TIME-FRAMES THAT BST REPAIRS LOOPS TO ITS
          CUSTOMERS.

2.2.7   IF INTERMEDIA REPORTS A TROUBLE ON SL1 LOOPS AND
          NO TROUBLE ACTUALLY EXISTS, BST WILL CHARGE
          INTERMEDIA FOR ANY DISPATCHING AND TESTING (BOTH
          INSIDE AND OUTSIDE THE CO) REQUIRED BY BST IN ORDER
          TO CONFIRM THE LOOP'S WORKING STATUS.

2.2.8   IF INTERMEDIA REPORTS A TROUBLE ON SL2 LOOPS AND
          NO TROUBLE ACTUALLY EXISTS, BST WILL CHARGE
          INTERMEDIA FOR ANY DISPATCHING AND TESTING,
          (OUTSIDE THE CO) REQUIRED BY BST IN ORDER TO
          CONFIRM THE LOOP'S WORKING STATUS.

2.3   TECHNICAL REQUIREMENTS

2.3.1   BST WILL OFFER 2-WIRE AND 4-WIRE ANALOG AND DIGITAL
          LOOPS CAPABLE OF SUPPORTING TELECOMMUNICATIONS
          SERVICES SUCH AS: POTS, CENTREX, BASIC RATE ISDN,
          ANALOG PBX, VOICE GRADE PRIVATE LINE, AND DIGITAL
          DATA (UP TO 64 KB/S). ADDITIONAL SERVICES WILL
          INCLUDE DIGITAL PBXS, PRIMARY RATE ISDN, ADSL, HDSL,
          NX 64 KB/S, AND DS1/DS3 AND SONET PRIVATE LINES.

2.3.1.1   The loop will support the transmission, signaling, performance and
          interface requirements of the services described in 2.3.1 above. It

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is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by INTERMEDIA will be consistent with industry standards.

2.3.1.2   In some instances, INTERMEDIA will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that INTERMEDIA can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. INTERMEDIA will determine the type of service that will be provided over the loop. BellSouth will not charge Intermedia for the removal of equipment necessary to bring the loop up to BST loop specifications for that type of loop. However, if the loop meets the appropriate specification for that loop type and Intermedia wants additional equi8pment removed, then in some cases Intermedia may be required to pay additi8onal charges as set forth in BellSouth's General Subscriber Tarrif, Section A5.

2.3.2   THE LOOP SHALL BE PROVIDED TO INTERMEDIA IN ACCORDANCE WITH THE FOLLOWING TECHNICAL REFERENCES:

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

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

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

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

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

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

2.3.2.7   Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2,

December 1992; Rev.1, December 1993; Supplement 1, December 1993.

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

3.   *<u>INTEGRATED DIGITAL LOOP CARRIERS</u>*

3.1.1   ***WHERE BELLSOUTH USES INTEGRATED DIGITAL LOOP CARRIER (IDLCS) SYSTEMS TO PROVIDE THE LOCAL LOOP AND BELLSOUTH HAS AN ALTERNATE FACILITY AVAILABLE, BELLSOUTH WILL MAKE ALTERNATIVE ARRANGEMENTS TO PERMIT INTERMEDIA TO ORDER A CONTIGUOUS UNBUNDLED LOCAL LOOP. TO THE EXTENT IT IS TECHNICALLY FEASIBLE, THESE ARRANGEMENTS WILL PROVIDE INTERMEDIA WITH THE CAPABILITY TO SERVE END USERS AT THE SAME LEVEL BELLSOUTH PROVIDES ITS CUSTOMERS. IF NO ALTERNATE FACILITY IS AVAILABLE, BST WILL UTILIZE ITS SPECIAL CONSTRUCTION (SC) PROCESS TO DETERMINE THE ADDITIONAL COSTS REQUIRED TO PROVISION THE LOOP FACILITIES. INTERMEDIA WILL THEN HAVE THE OPTION OF PAYING THE ONE-TIME SC RATES TO PLACE THE LOOP FACILITIES OR INTERMEDIA MAY CHOSE SOME OTHER METHOD OF PROVIDING SERVICE TO THE END-USER (E.G., RESALE, PRIVATE FACILITIES, ETC.)***

REMOTE TERMINALS

Except in cases where ILEC employs remote terminals as an integral party of a Loop or Extended Loop, ILEC will make Remote Terminals available to CLEC as UNEs in accordance with the following terms. Except as provided hereafter, the applicable pricing is expressed in the RT Pricing Schedule attached hereto [TO BE ADDED]

    a. BST shall make Remote Terminals available as UNEs to CLEC in the states of Georgia, Florida, Louisiana, Kentucky and Tennessee. Such Remote Terminals will be made available for placement at MDUs, multi-tenant property arrangements. Where BST's own Remote Terminal serving such customers is located at a

location off the customer premise, BST shall collocate a Remote Terminal for CLEC at such location on a space-available basis.

b. Upon the request of CLEC, BST shall connect Remote Terminal(s) ordered hereunder to each of the Unbundled Local Loop (ULL) types specified in the Interconnection Agreement (including ULLs) provided at the DS-1 level) at no charge other than those stated in the Interconnection Agreement and the RT Pricing Schedule attached hereto. BST expressly agrees that no additional connection or "glue" charge shall apply to its combination of the ULL and Remote Terminal UNEs, or the associated inside wiring.

c. The Parties agree that all charges for building entrance facilities and connection to Network Interface Device(s) (NIDS) and inside wiring owned or controlled by the building owner are included in the items specified in the RT Pricing Schedule; provided however that:

i. Charges for space and housing for such Remote Terminals will be established on an Individual Case Basis (ICB) in a manner consistent with the establishment of wire center local interconnection virtual collocation arrangements;

ii. When ILEC owns or controls the inside wiring from the Minimum Point of Entry (MPOE) extending to the customer premise, the riser cable charges specified in the RT Pricing Schedule shall apply;

iii. Where the building owner owns or controls the inside wiring extending from the MPOE to the Customer premise, CLEC is responsible for negotiating appropriate compensation arrangements with the building owner directly.

d. All services and facilities made available pursuant to this Section shall be equal in quality to those provided by BST to itself, its subsidiaries or affiliates, and shall be subject to all other service quality and performance standards made applicable to the provision
of UNEs generally by the terms of the Interconnection Agreement and Attachments 2, 6, and 10 hereof.

e. At Intermedia's request, Bellsouth will provide Intermedia with access to controlled environmental vaults, equipment huts, and

other facilities outside BellSouth central offices that house equipment used for multiplexing, hubbing, routing, aggregating or switching telecommunications (generically referred to as "remote terminals". Where technically feasible, BellSouth will permit Intermedia to physically collocate within these remote terminals. If physical collocation is not technically feasible, BellSouth will permit Intermedia to establish a virtual collocation arrangement. As another option, Intermedia may construct its own facilities in proximity to BellSouth's remote terminals and establish cross-connects to BellSouth equipment within the remote terminal. In such cases, BellSouth will provide Intermedia with access to any BellSouth rights of way that may be necessary to establish such cross-connects. Any rules governing access to or interconnection with remote terminals that may be established by the FCC, state regulatory Commission or court of competent jurisdiction will automatically be incorporated into this agreement.

4.   NETWORK INTERFACE DEVICE

4.1   DEFINITION

4.1.1   THE NETWORK INTERFACE DEVICE (NID) IS A SINGLE-LINE
        TERMINATION DEVICE OR THAT PORTION OF A MULTIPLE-
        LINE TERMINATION DEVICE REQUIRED TO TERMINATE A
        SINGLE LINE OR CIRCUIT. THE FUNDAMENTAL FUNCTION
        OF THE NID IS TO ESTABLISH THE OFFICIAL NETWORK
        DEMARCATION POINT BETWEEN A CARRIER AND ITS END-
        USER CUSTOMER. THE NID FEATURES TWO INDEPENDENT
        CHAMBERS OR DIVISIONS WHICH SEPARATE THE SERVICE
        PROVIDER'S NETWORK FROM THE CUSTOMER'S INSIDE
        WIRING. EACH CHAMBER OR DIVISION CONTAINS THE
        APPROPRIATE CONNECTION POINTS OR POSTS TO WHICH
        THE SERVICE PROVIDER, AND THE END-USER CUSTOMER
        EACH MAKE THEIR CONNECTIONS. THE NID PROVIDES A
        PROTECTIVE GROUND CONNECTION, AND IS CAPABLE OF
        TERMINATING CABLES SUCH AS TWISTED PAIR CABLE.

4.2   TECHNICAL REQUIREMENTS

4.2.1   THE NETWORK INTERFACE DEVICE SHALL PROVIDE A
        CLEAN, ACCESSIBLE POINT OF CONNECTION FOR THE
        INSIDE WIRING AND FOR THE DISTRIBUTION MEDIA AND
        SHALL MAINTAIN A CONNECTION TO GROUND THAT MEETS
        THE REQUIREMENTS SET FORTH BELOW.

4.2.2   THE NID SHALL BE CAPABLE OF TRANSFERRING
        ELECTRICAL ANALOG OR DIGITAL SIGNALS BETWEEN THE
        CUSTOMER'S INSIDE WIRING AND THE DISTRIBUTION MEDIA.

4.2.3   ALL NID POSTS OR CONNECTING POINTS SHALL BE IN
        PLACE, SECURE, USABLE AND FREE OF ANY RUST OR
        CORROSION. THE PROTECTIVE GROUND CONNECTION
        SHALL EXIST AND BE PROPERLY INSTALLED. THE GROUND
        WIRE WILL ALSO BE FREE OF RUST OR CORROSION AND
        HAVE CONTINUITY RELATIVE TO GROUND.

4.2.4   THE NID SHALL BE CAPABLE OF WITHSTANDING ALL
        NORMAL LOCAL ENVIRONMENTAL VARIATIONS.

4.2.5   WHERE FEASIBLE, THE NID SHALL BE PHYSICALLY
        ACCESSIBLE TO INTERMEDIA DESIGNATED PERSONNEL. IN

CASES WHERE ENTRANCE TO THE CUSTOMER PREMISES IS REQUIRED TO GIVE ACCESS TO THE NID, INTERMEDIA SHALL OBTAIN ENTRANCE PERMISSION DIRECTLY FROM THE CUSTOMER.

4.2.6   BELLSOUTH SHALL OFFER THE NID AS A STAND-ALONE COMPONENT. ADDITIONALLY, INTERMEDIA MAY CONNECT ITS LOOP TO ANY SPARE CAPACITY ON THE BST NID. WHERE NECESSARY TO COMPLY WITH AN EFFECTIVE COMMISSION ORDER, BST WILL ALLOW INTERMEDIA TO DISCONNECT THE BST LOOP FROM THE BST NID IN ORDER TO CONNECT INTERMEDIA'S LOOP TO THE BST NID. IN THESE CASES, INTERMEDIA ACCEPTS ALL LIABILITY ASSOCIATED WITH THIS PROCESS AND IT IS INTERMEDIA'S RESPONSIBILITY TO MAKE SURE THE DISCONNECTED BST LOOP IS PROPERLY GROUNDED.

4.3   INTERFACE REQUIREMENTS

4.3.1   THE NID SHALL BE THE INTERFACE TO CUSTOMERS' PREMISES WIRING FOR ALTERNATIVE LOOP TECHNOLOGIES.

4.3.2   THE NID SHALL BE EQUAL TO OR BETTER THAN ALL OF THE REQUIREMENTS FOR NIDS SET FORTH IN THE FOLLOWING TECHNICAL REFERENCES:

4.3.2.1   Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.3.2.2   Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.3.2.3   Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

4.3.2.4   Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance

5.   UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM

5.1.1   BELLSOUTH WILL PROVIDE TO INTERMEDIA UNBUNDLED LOOP CONCENTRATION (ULC). LOOP CONCENTRATION SYSTEMS IN THE CENTRAL OFFICE CONCENTRATE THE

SIGNALS TRANSMITTED OVER LOCAL LOOPS ONTO A
DIGITAL LOOP CARRIER SYSTEM. THE CONCENTRATION
DEVICE IS PLACED INSIDE A BELLSOUTH CENTRAL OFFICE.
BELLSOUTH WILL OFFER ULC WITH A TR008 INTERFACE OR
A TR303 INTERFACE.

5.1.2   ULC WILL BE OFFERED IN TWO SIZES. SYSTEM A WILL
ALLOW UP TO 96 BELLSOUTH LOOPS TO BE
CONCENTRATED ONTO MULTIPLE DS1S. THE HIGH SPEED
CONNECTION FROM THE CONCENTRATOR WILL BE AT THE
ELECTRICAL DS1 LEVEL AND MAY CONNECT TO INTERMEDIA
AT INTERMEDIA'S COLLOCATION SITE. SYSTEM B WILL
ALLOW UP TO 192 BELLSOUTH LOOPS TO BE
CONCENTRATED ONTO MULTIPLE DS1S. SYSTEM A MAY BE
UPGRADED TO A SYSTEM B. A MINIMUM OF TWO DS1S IS
REQUIRED FOR EACH SYSTEM (I.E., SYSTEM A REQUIRES
TWO DS1S AND SYSTEM B WOULD REQUIRE AN ADDITIONAL
TWO DS1S OR FOUR IN TOTAL). ALL DS1 INTERFACES WILL
TERMINATE TO THE CLEC'S COLLOCATION SPACE. ULC
SERVICE IS OFFERED WITH OR WITHOUT CONCENTRATION
AND WITH OR WITHOUT PROTECTION. A LINE INTERFACE
ELEMENT WILL BE REQUIRED FOR EACH UNBUNDLED LOOP
THAT IS TERMINATED ONTO THE ULC SYSTEM. RATES FOR
ULC ARE AS SET FORTH IN ATTACHMENT 11.

Unbundled Channelization/Multiplexing 1/0, 3/1 UNE

6.   **SUB-LOOP ELEMENTS**

6.1   WHERE FACILITIES PERMIT AND WHERE NECESSARY TO
COMPLY WITH AN EFFECTIVE COMMISSION ORDER,
BELLSOUTH SHALL OFFER ACCESS TO ITS UNBUNDLED
SUB-LOOP (USL), UNBUNDLED SUB-LOOP CONCENTRATION
(USLC) SYSTEM AND UNBUNDLED NETWORK TERMINATING
WIRE (UNTW) ELEMENTS.

6.2   UNBUNDLED SUB-LOOP (USL)

6.2.1   DEFINITION

6.2.1.1   Unbundled Sub-Loop provides connectivity between the NID
component of the unbundled sub-loop and the terminal block on
the customer-side of a Feeder Distribution Interface (FDI). This
termination and cross-connect field may be in the form of an
outside plant distribution closure, remote terminal or fiber node, or
an underground vault. Riser Cable that extends from BST's point-

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of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.

6.2.1.2   The Unbundled Sub-Loop may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If INTERMEDIA requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to INTERMEDIA.

6.2.2   REQUIREMENTS FOR ALL UNBUNDLED SUB-LOOP

6.2.2.1   Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

6.2.2.2   Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

6.2 2.3   Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:

6.2.2.3.1   Bellcore TR-TSY-000C 57, "Functional Criteria for Digital Loop Carrier Systems"; and

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

6.2.3   INTERFACE REQUIREMENTS

6.2.3.1   Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

6.2.3.2   Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," issued December 1, 1994;

6.2.3.3   Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop
           Carrier Systems," issued January 2, 1993;

6.2.3.4   Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic
           Access Digital Subscriber Lines";

6.2.3.5   Bellcore TR-NWT-000253, SONET Transport Systems: Common
           Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December
           1991)

6.3   UNBUNDLED SUB-LOOP CONCENTRATION SYSTEM (USLC)

6.3.1   WHERE FACILITIES PERMIT AND WHERE NECESSARY TO
           COMPLY WITH AN EFFECTIVE COMMISSION ORDER,
           BELLSOUTH WILL PROVIDE TO INTERMEDIA WITH THE
           ABILITY TO CONCENTRATE ITS SUB-LOOPS ONTO MULTIPLE
           DS1S BACK TO THE BELLSOUTH CENTRAL OFFICE. THE
           DS1S WILL THEN BE TERMINATED INTO INTERMEDIA'S
           COLLOCATION SPACE. TR-008 AND TR303 INTERFACE
           STANDARDS ARE AVAILABLE.

6.3.2   USLC, USING THE LUCENT SERIES 5 EQUIPMENT, WILL BE
           OFFERED IN TWO SIZES. SYSTEM A WILL ALLOW UP TO 96
           OF INTERMEDIA'S SUB-LOOPS TO BE CONCENTRATED ONTO
           MULTIPLE DS1S. SYSTEM B WILL ALLOW UP TO 192 OF
           INTERMEDIA'S SUB-LOOPS TO BE CONCENTRATED ONTO
           MULTIPLE DS1S. SYSTEM A MAY BE UPGRADED TO A
           SYSTEM B. A MINIMUM OF TWO DS1S IS REQUIRED FOR
           EACH SYSTEM (I.E., SYSTEM A REQUIRES TWO DS1S AND
           SYSTEM B WOULD REQUIRE AN ADDITIONAL TWO DS1S OR
           FOUR IN TOTAL). THE DS1 LEVEL FACILITY THAT CONNECTS
           THE RT SITE WITH THE SERVING WIRE CENTER IS KNOWN
           AS A FEEDER INTERFACE. ALL DS1 FEEDER INTERFACES
           WILL TERMINATE TO THE CLEC'S COLLOCATION SPACE
           WITHIN THE SWC THAT SERVES THE RT WHERE THE CLEC'S
           SUB-LOOPS ARE CONNECTED. USLC SERVICE IS OFFERED
           WITH OR WITHOUT CONCENTRATION AND WITH OR
           WITHOUT A PROTECTION DS1.

6.3.3   IN THESE SCENARIOS INTERMEDIA WOULD BE REQUIRED
           TO PLACE A CROSS-BOX, REMOTE TERMINAL (RT), OR
           OTHER SIMILAR DEVICE AND DELIVER A CABLE TO THE BST
           REMOTE TERMINAL. THIS CABLE WOULD BE CONNECTED
           TO A CROSS-CONNECT PANEL WITHIN THE BST RT AND

WOULD ALLOW INTERMEDIA'S SUB-LOOPS TO THEN BE
PLACED ON THE ULSC AND TRANSPORTED TO THEIR
COLLOCATION SPACE AT A DS1 LEVEL

LOOP EQUIVALENTS

*In cases where it is technically impossible for BellSouth to provide
Intermedia with a "clean copper" two or four-wire cooper loop capable of
transmitting XDSL-based traffic, BellSouth will provide Intermedia with a
DS1 clear channel circuit as a substitute for each such loop Intermedia
requests. Unless otherwise agreed by the parties, the DS1 circuit will be
derived via a "hairpin" connection within the BellSouth switch, routed
through a side port on the switch. Because this circuit is being provisioned
as a "second best" alternative to an XDSL-capable loop, BellSouth will
provide the circuit to Intermedia for the same price that it charges for a
two- or four-wire XDSL-capable loop.*

6.4   Unbundled Network Terminating Wire (UNTW)

6.4.1   BELLSOUTH AGREES TO OFFER ITS NETWORK TERMINATING WIRE TO INTERMEDIA PURSUANT TO THE FOLLOWING TERMS AND CONDITIONS.

6.5   DEFINITION

6.5.1   UNTW IS TWISTED COPPER WIRE THAT EXTENDS FROM BST'S POINT-OF-ENTRY INTO A MULTI-TENANT BUILDING (MTB) OR MULTI-DWELLING UNIT (MDU) TO THE POINT OF DEMARCATION AT THE END-USERS LOCATION. THE UNTW WILL NOT INCLUDE A NID. BELLSOUTH WILL RETAIN THE FIRST PAIR OF NTW AT EACH END USER LOCATION. BELLSOUTH WILL PROVIDE INTERMEDIA WITH THE FIRST SPARE PAIR THAT IS AVAILABLE AT EACH END USER LOCATION.

6.6   TECHNICAL REQUIREMENTS

6.6.1   IN THESE SCENARIOS INTERMEDIA WILL BE REQUIRED TO PLACE A CROSS-BOX, TERMINAL, OR OTHER SIMILAR DEVICE AND DELIVER A CABLE TO THE BST TERMINAL LOCATED AT THE BUILDINGS POINT-OF-ENTRY OR GARDEN TERMINAL. BST WILL THEN CONNECT INTERMEDIA'S CABLE TO A CROSS-CONNECT PANEL WITHIN THE BST TERMINAL.

6.6.2   THIS ARRANGEMENT WOULD THEN PROVIDE INTERMEDIA WITH CONNECTIVITY FROM ITS FEEDER AND/OR DISTRIBUTION FACILITIES (TERMINATED IN CLEC'S TERMINAL) TO THE NTW AT THE END-USER PREMISES.

7.   **LOCAL SWITCHING**

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

7.1   DEFINITION

7.1.1   LOCAL SWITCHING IS THE NETWORK ELEMENT THAT PROVIDES THE FUNCTIONALITY REQUIRED TO CONNECT THE APPROPRIATE ORIGINATING LINES OR TRUNKS WIRED TO THE MAIN DISTRIBUTING FRAME (MDF) OR DIGITAL CROSS CONNECT (DSX) PANEL TO A DESIRED TERMINATING LINE OR TRUNK. SUCH FUNCTIONALITY SHALL INCLUDE ACCESS TO ALL OF THE FEATURES, FUNCTIONS, AND

CAPABILITIES THAT THE UNDERLYING BELLSOUTH SWITCH THAT IS PROVIDING SUCH LOCAL SWITCHING FUNCTION IS THEN CAPABLE OF PROVIDING, INCLUDING BUT NOT LIMITED TO: LINE SIGNALING AND SIGNALING SOFTWARE, DIGIT RECEPTION, DIALED NUMBER TRANSLATIONS, CALL SCREENING, ROUTING, RECORDING, CALL SUPERVISION, DIAL TONE, SWITCHING, TELEPHONE NUMBER PROVISIONING, ANNOUNCEMENTS, CALLING FEATURES AND CAPABILITIES (INCLUDING CALL PROCESSING), CENTREX, AUTOMATIC CALL DISTRIBUTOR (ACD), CARRIER PRE-SUBSCRIPTION (E.G. LONG DISTANCE CARRIER, INTRALATA TOLL), CARRIER IDENTIFICATION CODE (CIC) PORTABILITY CAPABILITIES, TESTING AND OTHER OPERATIONAL FEATURES INHERENT TO THE SWITCH AND SWITCH SOFTWARE. IT ALSO PROVIDES ACCESS TO TRANSPORT, SIGNALING (ISDN USER PART (ISUP) AND TRANSACTION CAPABILITIES APPLICATION PART (TCAP), AND PLATFORMS SUCH AS ADJUNCTS, PUBLIC SAFETY SYSTEMS (911), OPERATOR SERVICES, DIRECTORY ASSISTANCE SERVICES AND ADVANCED INTELLIGENT NETWORK (AIN). REMOTE SWITCHING MODULE FUNCTIONALITY IS INCLUDED IN THE LOCAL SWITCHING FUNCTION. THE SWITCHING CAPABILITIES USED WILL BE BASED ON THE LINE SIDE FEATURES THEY SUPPORT. LOCAL SWITCHING WILL ALSO BE CAPABLE OF ROUTING LOCAL, INTRALATA, INTERLATA, AND CALLS TO INTERNATIONAL CUSTOMER'S PREFERRED CARRIER; CALL FEATURES (E.G., CALL FORWARDING) AND CENTREX CAPABILITIES. WHERE REQUIRED TO DO SO IN ORDER TO COMPLY WITH AN EFFECTIVE COMMISSION ORDER, LOCAL SWITCHING, INCLUDING THE ABILITY TO ROUTE TO INTERMEDIA'S TRANSPORT FACILITIES, DEDICATED FACILITIES AND SYSTEMS, SHALL BE UNBUNDLED FROM ALL OTHER UNBUNDLED NETWORK ELEMENTS, I.E., OPERATOR SYSTEMS, SHARED TRANSPORT, AND DEDICATED TRANSPORT. BELLSOUTH AND INTERMEDIA SHALL CONTINUE TO WORK WITH THE APPROPRIATE INDUSTRY GROUPS TO DEVELOP A LONG-TERM SOLUTION FOR SELECTIVE ROUTING.

7.1.2 A FEATURELESS PORT IS ONE THAT HAS A LINE PORT, SWITCHING FUNCTIONALITY, AND AN INTEROFFICE PORT. A FEATURED PORT IS A PORT THAT INCLUDES ALL FEATURES THEN CAPABLE OR A NUMBER OF THEN CAPABLE FEATURES SPECIFICALLY REQUESTED BY INTERMEDIA.

ANY FEATURES THAT ARE NOT CURRENTLY THEN CAPABLE BUT ARE TECHNICALLY FEASIBLE THROUGH THE SWITCH CAN BE REQUESTED THROUGH THE BFR PROCESS.

7.1.3   WHERE REQUIRED TO DO SO IN ORDER TO COMPLY WITH AN EFFECTIVE COMMISSION ORDER, BELLSOUTH WILL PROVIDE TO INTERMEDIA PURCHASING UNBUNDLED LOCAL BELLSOUTH SWITCHING AND RESELLING BELLSOUTH LOCAL EXCHANGE SERVICE UNDER ATTACHMENT 1, SELECTIVE ROUTING OF CALLS TO A REQUESTED DIRECTORY ASSISTANCE SERVICES PLATFORM OR OPERATOR SERVICES PLATFORM. INTERMEDIA CUSTOMERS MAY USE THE SAME DIALING ARRANGEMENTS AS BELLSOUTH CUSTOMERS, BUT OBTAIN AN INTERMEDIA BRANDED SERVICE.

7.2   TECHNICAL REQUIREMENTS

7.2.1   THE REQUIREMENTS SET FORTH IN THIS SECTION APPLY TO LOCAL SWITCHING, BUT NOT TO THE DATA SWITCHING FUNCTION OF LOCAL SWITCHING.

7.2.1.1   Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).

7.2.1.2   When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

7.2.13   Subject to sections 10.1.1 and 10.1.3, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by INTERMEDIA will be made pursuant to the Bona Fide Request Process of Attachment 9.

7.2.1.4   BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

7.2.1.5   BellSouth shall activate service for an INTERMEDIA customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to INTERMEDIA's services without loss of switch feature functionality as defined in this Agreement.

7.2.1.6   BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.

7.2.1.7   BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

7.2.1.8   BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.

7.2.1.9   BellSouth shall perform manual call trace and permit customer originated call trace.

7.2.1.10   Special Services provided by BellSouth will include the following:

7.2.1.10.1 Telephone Service Prioritization;

7.2.1.10.2 Related services for handicapped;

7.2.1.10.3 Soft dial tone where required by law; and

7.2.1.10.4 Any other service required by law.

7.2.1.11   BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP(GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

7.2.1.12   BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

7.2.1.13   BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to INTERMEDIA, upon a reasonable request from INTERMEDIA. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.

7.2.1.14   BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:

7.2.1.14.1   Basic and primary rate ISDN;

7.2.1.14.2   Residential features;

7.2.1.14.3   Customer Local Area Signaling Services (CLASS/LASS);

7.2.1.14.4   CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and

7.2.1.14.5   Advanced intelligent network triggers supporting INTERMEDIA and BellSouth service applications.

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

7.2.1.14.5.1   Off-Hook Immediate

7.2.1.14.5.2   Off-Hook Delay

7.2.1.14.5.3   Termination Attempt

7.2.1.14.5.4   6/10 Public Office Dialing Plan

7.2.1.14.5.5   Feature Code Dialing

7.2.1.14.5.6   Customer Dialing Plan

7.2.1.14.6   When the following triggers are supported by BellSouth, BellSouth will make these triggers available to INTERMEDIA:

7.2.1.14.6.1   Private EAMF Trunk

7.2.1.14.6.2   Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3   N11

7.2.1.14.6.4   Automatic Route Selection

7.2.1.15   Where capacity exists, BellSouth shall assign each INTERMEDIA customer line the class of service designated by INTERMEDIA (e.g., using line class codes or other switch specific provisioning

methods), and shall route directory assistance calls from INTERMEDIA customers to INTERMEDIA directory assistance operators at INTERMEDIA's option.

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

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

7.2.1.17.1   BellCore GR-1297-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

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

7.2.1.17.3   BellCore TR-NWT-001274, AIN 0.1 Switching System Generic Requirements;

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

7.2.2   INTERFACE REQUIREMENTS

7.2.2.1   BellSouth shall provide the following interfaces to loops:

7.2.2.2   Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

7.2.2.3   Coin phone signaling;

7.2.2.4   Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;

7.2.2.5   Two-wire analog interface to PBX;

7.2.2.5.1   Four-wire analog interface to PBX;

7.2.2.6   Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.2.2.7   Primary Rate ISDN to PBX adhering to ANSI standards Q.931,
           Q.932 and appropriate Bellcore Technical Requirements;

7.2.2.7   Switched Fractional DS1 with capabilities to configure Nx64
           channels (where N = 1 to 24); and

7.2.2.9   Loops adhering to Bellcore TR-NWT-07 and TR-NWT-303
           specifications to interconnect Digital Loop Carriers.

7.2.2.10   BellSouth shall provide access to the following but not limited to:

7.2.2.11   SS7 Signaling Network or Multi-Frequency trunking if requested by
           INTERMEDIA;

7.2.2.12   Interface to INTERMEDIA operator services systems or Operator
           Services through appropriate trunk interconnections for the system;
           and

7.2.2.13   Interface to INTERMEDIA directory assistance services through the
           INTERMEDIA switched network or to Directory Assistance Services
           through the appropriate trunk interconnections for the system; and
           950 access or other INTERMEDIA required access to
           interexchange carriers as requested through appropriate trunk
           interfaces.

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

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

8.2   **TECHNICAL REQUIREMENTS OF SHARED TRANSPORT**

8.2.1   SHARED TRANSPORT PROVIDED ON DS1 OR VT1.5
           CIRCUITS, SHALL, AT A MINIMUM, MEET THE PERFORMANCE,
           AVAILABILITY, JITTER, AND DELAY REQUIREMENTS
           SPECIFIED FOR CENTRAL OFFICE TO CENTRAL OFFICE ("CO

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TO CO") CONNECTIONS IN THE APPROPRIATE INDUSTRY STANDARDS.

8.2.2   SHARED TRANSPORT PROVIDED ON DS3 CIRCUITS, STS-1 CIRCUITS, AND HIGHER TRANSMISSION BIT RATE CIRCUITS, SHARED TRANSPORT SHALL, AT A MINIMUM, MEET THE PERFORMANCE, AVAILABILITY, JITTER, AND DELAY REQUIREMENTS SPECIFIED FOR CO TO CO CONNECTIONS IN THE APPROPRIATE INDUSTRY STANDARDS.

8.2.3   BELLSOUTH SHALL BE RESPONSIBLE FOR THE ENGINEERING, PROVISIONING, AND MAINTENANCE OF THE UNDERLYING EQUIPMENT AND FACILITIES THAT ARE USED TO PROVIDE SHARED TRANSPORT.

8.2.4   AT A MINIMUM, SHARED TRANSPORT SHALL MEET ALL OF THE REQUIREMENTS SET FORTH IN THE FOLLOWING TECHNICAL REFERENCES (AS APPLICABLE FOR THE TRANSPORT TECHNOLOGY BEING USED):

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

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

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

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

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

8.2.4.6   ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

8.2.4.8   ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;

8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;

8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

8.2.4.11 ANSI T1.105.08-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;

8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

8.2.4.13 ANSI T1.105-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

8.2.4.14 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.2.4.15 ANSI T1.106a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.2.4.16 ANSI T1.106b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.2.4.18 ANSI T1.118-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;

8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;

8.2.4.20 ITU Recommendation G.808, Network node interface for the synchronous digital hierarchy (SDH);

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8.2.4.21   ITU Recommendation G.804, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44836 kbit/s hierarchical levels;

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

8.2.4.23   Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.2.4.24   Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

8.2.4.25   Bellcore TR-NWT 000508, Transmission, Section 8, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.2.4.26   Bellcore TR-NWT-000886, Network Interface Description for ISDN Customer Access;

8.2.4.28   Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.2.4.28   Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.2.4.29   Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1988.

8.3   **DEDICATED TRANSPORT**

8.3.1   DEFINITION

8.3.1.1   Dedicated Transport is an interoffice transmission path between BellSouth's central *offices or between BellSouth's Central Office and Intermedia's POP* unbundled from local or tandem switching.

8.3.1.2   BellSouth shall offer Dedicated Transport in each of the following ways:

8.3.1.2.1   As capacity on a shared facility.

8.3.1.2.2   As a circuit (e.g., DS0, DS1, *DS3, OC3, OC12 and OC48*) dedicated to INTERMEDIA.

8.3.1.3   When Dedicated Transport is provided as a system it shall include:

8.3.1.3.1   Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;

8.3.1.4   Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

8.3.2   TECHNICAL REQUIREMENTS

This Section sets forth technical requirements for all Dedicated Transport.

8.3.2.1   When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (*e.g.*, DS0, DS1,DS3) shall be dedicated to INTERMEDIA designated traffic.

8.3.2.2   BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.

8.3.2.3   For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

8.3.2.4   Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availabili·/, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.

8.3.2.5   BellSouth shall offer the following interface transmission rates for Dedicated Transport:

8.3.2.5.1   DS0 Equivalent;

8.3.2.5.2   DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);

8.3.2.5.3   DS3 where applicable (C-bit Parity, M13, and unframed applications shall be provided);

8.3.2.5.4   SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.808 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.804.

8.3.2.6   When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by INTERMEDIA. :

8.3.3   **AT A MINIMUM, DEDICATED TRANSPORT SHALL MEET EACH OF THE REQUIREMENTS SET FORTH IN THE FOLLOWING TECHNICAL REFERENCES:**

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

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

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

8.3.3.1.3   ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;

8.3.3.1.4   ANSI T1.106a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.3.3.1.5   ANSI T1.106b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

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

8.3.3.1.8   Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.3.3.1.8   Bellcore TR-NWT 000508, Transmission, Section 8, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.3.1.9   Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.3.3.1.10   Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;

8.3.3.1.11   Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1988;

(DS0, DS3, OC3, OC12, and OC48 Dedicated Transport Requested and DS0, DS1, DS3, OC3, OC12 and OC48 Local Channel Elements Requested)

8.4   TANDEM SWITCHING

8.4.1   DEFINITION

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

8.4.2   TECHNICAL REQUIREMENTS

8.4.2.1   Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

8.4.2.1.1   Tandem Switching shall provide signaling to establish a tandem connection;

8.4.2.1.2   Tandem Switching will provide screening as jointly agreed to by INTERMEDIA and BellSouth;

8.4.2.1.3   Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available

from the originating end office switch, to the extent such Tandem switch has such capability

8.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by INTERMEDIA;

8.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS8, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

8.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

8.4.2.1.8 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

8.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

8.4.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

8.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

8.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by INTERMEDIA. Tandem Switching will provide recording of all billable events as jointly agreed to by INTERMEDIA and BellSouth.

8.4.2.6 Upon a reasonable request from INTERMEDIA, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to INTERMEDIA.

8.4.2.8 BellSouth shall maintain INTERMEDIA's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

8.4.2.8   BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

8.4.2.9   Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by INTERMEDIA and BellSouth.

8.4.2.10   Tandem Switching shall process originating toll-free traffic received from INTERMEDIA local switch.

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

8.4.3   INTERFACE REQUIREMENTS

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

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

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

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

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

8.4.4 TANDEM SWITCHING SHALL MEET OR EXCEED (I.E., BE MORE FAVORABLE TO INTERMEDIA) EACH OF THE REQUIREMENTS FOR TANDEM SWITCHING SET FORTH IN THE FOLLOWING TECHNICAL REFERENCES:

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

8.4.4.2 GR-905-CORE covering CCSNIS;

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

9. **OPERATOR SYSTEMS**

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

9.1 **DEFINITION**

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

9.2 **OPERATOR SERVICE**

9.2.1 **DEFINITION**

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

9.2.2 **REQUIREMENTS**

9.2.2.1 When INTERMEDIA requests BellSouth to provide Operator Services, the following requirements apply:

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

9.2.2.1.2   BellSouth shall complete 0+ intraLATA toll calls.

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

9.2.2.1.4   BellSouth shall complete person-to-person calls.

9.2.2.1.5   BellSouth shall complete collect calls.

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

9.2.2.1.7   BellSouth shall complete station-to-station calls.

9.2.2.1.8   BellSouth shall process emergency calls.

9.2.2.1.9   BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

9.2.2.1.10   BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

9.2.2.1.11   BellSouth shall process operator-assisted directory assistance calls.

9.2.2.2   BellSouth shall adhere to equal access requirements, providing INTERMEDIA local customers the same IXC access as provided to BellSouth customers.

9.2.2.3   BellSouth shall exercise at least the same level of fraud control in providing Operator Se.vice to INTERMEDIA that BellSouth provides for its own operator service.

9.2.2.4   BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

9.2.2.5   BellSouth shall direct customer account and other similar inquiries to the customer service center designated by INTERMEDIA.

9.2.2.6   BellSouth shall provide a feed of customer call records in "EMI" format to INTERMEDIA in accordance with CLECODUF standards specified in Attachment 7.

9.2.3   **INTERFACE REQUIREMENTS**

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

9.3   <u>DIRECTORY ASSISTANCE SERVICE</u>

9.3.1   **DEFINITION**

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

9.3.2   **REQUIREMENTS**

9.3.2.1   Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by INTERMEDIA's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 11 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, INTERMEDIA may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

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

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

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

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

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

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

9.4   BRANDING FOR OPERATOR CALL PROCESSING AND
                 DIRECTORY ASSISTANCE

9.4.1   THE BELLSOUTH OPERATOR SYSTEMS BRANDING FEATURE
                 PROVIDES A DEFINABLE ANNOUNCEMENT TO CLEC END
                 USERS USING DIRECTORY ASSISTANCE/OPERATOR CALL
                 PROCESSING PRIOR TO PLACING THEM IN QUEUE OR
                 CONNECTING THEM TO AN AVAILABLE OPERATOR OR
                 AUTOMATED OPERATOR SYSTEM. THIS FEATURE ALLOWS
                 THE CLEC TO HAVE ITS CALLS CUSTOM BRANDED WITH THE
                 CLEC NAME ON WHOSE BEHALF BELLSOUTH IS PROVIDING
                 DIRECTORY ASSISTANCE AND/OR OPERATOR CALL
                 PROCESSING.

9.4.2   BELLSOUTH OFFERS FOUR SERVICES LEVELS OF
                 BRANDING TO CLEC'S ORDERING DIRECTORY ASSISTANCE
                 AND/OR OPERATOR CALL PROCESSING.

9.4.2.1   Service Level 1 - BellSouth Branding

9.4.2.2   Service Level 2 - Unbranded

9.4.2.3   Service Level 3 - Custom Branding

9.4.2.4   Service Level 4 - Self Branding (only applicable for Resale or
                 Unbundled Port CLEC's who route to an operator service provider
                 other than BellSouth).

9.4.3   RESELLERS AND UNBUNDLED PORT CLECS

9.4.3.1   BellSouth Branding is the Default Service Level.

9.4.3.2   Unbranding, Custom Branding, and Self Branding require the
                 CLEC to order selective routing for each originating BellSouth end
                 office identified by the CLEC. Rates for Selective Routing are set
                 forth in Attachment 11.

9.4.3.3   Customer Branding and Self Branding require the CLEC to order
                 dedicated trunking from each BellSouth end office identified by the
                 CLEC, to either the BellSouth TOPS or the CLEC Operator Service
                 Provider. Rates for trunks are set forth in applicable BellSouth
                 tariffs.

9.4.3.4   Unbranding - Unbranded Directory Assistance and/or Operator Call
           Processing calls ride common trunk groups provisioned by
           BellSouth from those end offices identified by the CLEC to the
           BellSouth TOPS. These calls are routed to "No Announcement."

9.4.4   FACILITIES BASED CLECS

9.4.4.1   All Service Levels require the CLEC to order dedicated trunking
           from their end office(s) point of interface to the BellSouth TOPS
           Switches. Rates for trunks are set forth in applicable BellSouth
           tariffs.

9.4.4.2   Customized Branding includes charges for the recording of the
           branding announcement and the loading of the audio units in each
           TOPS Switch for which the CLEC requires service. The recording
           and loading charges are non-recurring unless the CLEC elects to
           change the recorded name or requires access to additional TOPS
           Switches. Customized Branding is limited to the CLEC name.

9.5 <u>DIRECTORY ASSISTANCE DATABASE SERVICE (DADS)</u>

9.5.1 BELLSOUTH SHALL MAKE ITS DIRECTORY ASSISTANCE DATABASE SERVICE (DADS) AVAILABLE TO INTERMEDIA SOLELY FOR THE EXPRESSED PURPOSE OF PROVIDING DIRECTORY ASSISTANCE TYPE SERVICES TO INTERMEDIA END USERS. THE TERM "END USER" DENOTES ANY ENTITY WHICH OBTAINS DIRECTORY ASSISTANCE TYPE SERVICES FOR ITS OWN USE FROM A DADS CUSTOMER. DIRECTORY ASSISTANCE TYPE SERVICE IS DEFINED AS VOICE DIRECTORY ASSISTANCE (DA OPERATOR SYSTEM ASSISTED). INTERMEDIA AGREES THAT DIRECTORY ASSISTANCE DATABASE SERVICE (DADS) WILL NOT BE USED FOR ANY PURPOSE WHICH VIOLATES FEDERAL OR STATE LAWS, STATUTES, REGULATORY ORDERS OR TARIFFS. EXCEPT FOR THE PERMITTED USERS, INTERMEDIA AGREES NOT TO DISCLOSE DADS TO OTHERS AND SHALL PROVIDE DUE CARE IN PROVIDING FOR THE SECURITY AND CONFIDENTIALITY OF DADS. FURTHER, INTERMEDIA AUTHORIZES THE INCLUSION OF INTERMEDIA SUBSCRIBER LISTINGS IN THE BELLSOUTH DIRECTORY ASSISTANCE PRODUCTS.

9.5.2 BELLSOUTH SHALL PROVIDE INTERMEDIA INITIALLY WITH DAILY UPDATES WHICH REFLECT ALL LISTING CHANGE ACTIVITY OCCURRING SINCE INTERMEDIA'S MOST RECENT UPDATE VIA MAGNETIC TAPE, AND SUBSEQUENTLY USING ELECTRONIC CONNECTIVITY SUCH AS NETWORK DATA MOVER TO BE DEVELOPED MUTUALLY BY INTERMEDIA AND BELLSOUTH. INTERMEDIA AGREES TO ASSUME THE COSTS ASSOCIATED WITH CONNECT: DIRECT ™ CONNECTIVITY, WHICH WILL VARY DEPENDING UPON VOLUME AND MILEAGE.

9.5.3 BELLSOUTH WILL REQUIRE APPROXIMATELY ONE MONTH AFTER RECEIVING AN ORDER TO PREPARE THE BASE FILE. BELLSOUTH WILL PROVIDE DAILY UPDATES WHICH WILL REFLECT ALL LISTINGS CHANGE ACTIVITY OCCURRING SINCE CLEC'S MOST RECENT UPDATE. BELLSOUTH SHALL PROVIDE UPDATES TO INTERMEDIA ON A BUSINESS, RESIDENCE, OR COMBINED BUSINESS AND RESIDENCE BASIS. INTERMEDIA AGREES THAT THE UPDATES SHALL BE USED SOLELY TO KEEP THE INFORMATION CURRENT.

DELIVERY OF DAILY UPDATES WILL COMMENCE THE DAY
AFTER INTERMEDIA RECEIVES THE BASE FILE.

9.5.4   BELLSOUTH IS AUTHORIZED TO INCLUDE INTERMEDIA
SUBSCRIBER LIST INFORMATION IN ITS DIRECTORY
ASSISTANCE DATABASE SERVICE (DADS) AND ITS
DIRECTORY PUBLISHERS DATABASE SERVICE (DPDS). ANY
OTHER USE BY BELLSOUTH OF INTERMEDIA SUBSCRIBER
LIST INFORMATION IS NOT AUTHORIZED AND WITH THE
EXCEPTION OF A REQUEST FOR DADS OR DPDS,
BELLSOUTH SHALL REFER ANY REQUEST FOR SUCH
INFORMATION TO INTERMEDIA.

9.5.5   RATES FOR DADS ARE AS SET FORTH IN ATTACHMENT 11.

9.6   DIRECT ACCESS TO DIRECTORY ASSISTANCE SERVICE

9.6.1   DIRECT ACCESS TO DIRECTORY ASSISTANCE SERVICE
(DADAS) WILL PROVIDE INTERMEDIA'S DIRECTORY
ASSISTANCE OPERATORS WITH THE ABILITY TO SEARCH
ALL AVAILABLE BELLSOUTH'S SUBSCRIBER LISTINGS USING
THE DIRECTORY ASSISTANCE SERVICE FORMAT.
SUBSCRIPTION TO DADAS WILL ALLOW INTERMEDIA TO
UTILIZE ITS OWN SWITCH, OPERATOR WORKSTATIONS AND
OPTIONAL AUDIO SUBSYSTEMS.

9.6.2   BELLSOUTH WILL PROVIDE DADAS FROM ITS DA LOCATION.
INTERMEDIA WILL ACCESS THE DADAS SYSTEM VIA A
TELEPHONE COMPANY PROVIDED POINT OF AVAILABILITY.
INTERMEDIA HAS THE RESPONSIBILITY OF PROVIDING THE
PHYSICAL LINKS REQUIRED TO CONNECT TO THE POINT OF
AVAILABILITY. THESE FACILITIES MAY BE PURCHASED
FROM THE TELEPHONE COMPANY AS RATES AND CHARGES
BILLED SEPARATELY FROM THE CHARGES ASSOCIATED
WITH THIS OFFERING.

9.6.3   A SPECIFIED INTERFACE TO EACH INTERMEDIA SUBSYSTEM
WILL BE PROVIDED BY BELLSOUTH. INTERCONNECTION
BETWEEN INTERMEDIA SYSTEM AND A SPECIFIED
BELLSOUTH LOCATION WILL BE PURSUANT TO THE USE OF
INTERMEDIA OWNED OR INTERMEDIA LEASED FACILITIES
AND SHALL BE APPROPRIATE SIZED BASED UPON THE
VOLUME OF QUERIES BEING GENERATED BY INTERMEDIA.

10.2.1	SIGNALING LINK TRANSPORT SHALL DUPLEX MODE 56 KBPS TRANSMISSION PATHS.
10.2.2	OF THE VARIOUS OPTIONS AVAILABLE, SIGNALING LINK TRANSPORT SHALL PERFORM IN THE FOLLOWING TWO WAYS:
10.2.2.1	As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
10.2.2.2	As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
10.2.3	SIGNALING LINK TRANSPORT SHALL CONSIST OF TWO OR MORE SIGNALING LINK LAYERS AS FOLLOWS:
10.2.3.1	An A-link layer shall consist of two links.
10.2.3.2	A B-link layer shall consist of four links.
10.2.4	A SIGNALING LINK LAYER SHALL SATISFY A PERFORMANCE OBJECTIVE SUCH THAT:
10.2.4.1	There shall be no more than two minutes down time per year for an A-link layer; and
10.2.4.2	There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
10.2.5	A SIGNALING LINK LAYER SHALL SATISFY INTEROFFICE AND INTRAOFFICE DIVERSITY OF FACILITIES AND EQUIPMENT, SUCH THAT:
10.2.5.1	No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
10.2.5.2	No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
10.3	Interface Requirements

10.4   10.3.1 There shall be a DS1 (1.544 Mbps) interface at the
INTERMEDIA-designated SPOIs. Each 56 kbps transmission path
shall appear as a DS0 channel within the DS1 interface.

11.   SIGNALING TRANSFER POINTS (STPS)

11.1   DEFINITION - SIGNALING TRANSFER POINTS IS A SIGNALING
NETWORK FUNCTION THAT INCLUDES ALL OF THE
CAPABILITIES PROVIDED BY THE SIGNALING TRANSFER
POINT SWITCHES (STPS) AND THEIR ASSOCIATED
SIGNALING LINKS WHICH ENABLE THE EXCHANGE OF SS7
MESSAGES AMONG AND BETWEEN SWITCHING ELEMENTS,
DATABASE ELEMENTS AND SIGNALING TRANSFER POINT
SWITCHES

11.2   TECHNICAL REQUIREMENTS

11.2.1   STPS SHALL PROVIDE ACCESS TO NETWORK ELEMENTS
CONNECTED TO BELLSOUTH SS7 NETWORK. THESE
INCLUDE:

11.2.1.1   BellSouth Local Switching or Tandem Switching;   ↳

11.2.1.2   BellSouth Service Control Points/DataBases;

11.2.1.3   Third-party local or tandem switching;

11.2.1.4   Third-party-provided STPs.

11.2.2   THE CONNECTIVITY PROVIDED BY STPS SHALL FULLY
SUPPORT THE FUNCTIONS OF ALL OTHER NETWORK
ELEMENTS CONNECTED TO BELLSOUTH SS7 NETWORK.
THIS EXPLICITLY INCLUDES THE USE OF BELLSOUTH SS7
NETWORK TO CONVEY MESSAGES WHICH NEITHER
ORIGINATE NOR TERMINATE AT A SIGNALING END POINT
DIRECTLY CONNECTED TO BELLSOUTH SS7 NETWORK (*I.E.*,
TRANSIENT MESSAGES). WHEN BELLSOUTH SS7 NETWORK
IS USED TO CONVEY TRANSIENT MESSAGES, THERE SHALL
BE NO ALTERATION OF THE INTEGRATED SERVICES DIGITAL
NETWORK USER PART (ISDNUP) OR TRANSACTION
CAPABILITIES APPLICATION PART (TCAP) USER DATA THAT
CONSTITUTES THE CONTENT OF THE MESSAGE.

11.2.3   IF A BELLSOUTH TANDEM SWITCH ROUTES CALLING
TRAFFIC, BASED ON DIALED OR TRANSLATED DIGITS, ON

SS7 TRUNKS BETWEEN AN INTERMEDIA LOCAL SWITCH AND THIRD PARTY LOCAL SWITCH, BELLSOUTH SS7 NETWORK SHALL CONVEY THE TCAP MESSAGES THAT ARE NECESSARY TO PROVIDE CALL MANAGEMENT FEATURES (AUTOMATIC CALLBACK, AUTOMATIC RECALL, AND SCREENING LIST EDITING) BETWEEN INTERMEDIA LOCAL STPS AND THE STPS THAT PROVIDE CONNECTIVITY WITH THE THIRD PARTY LOCAL SWITCH, EVEN IF THE THIRD PARTY LOCAL SWITCH IS NOT DIRECTLY CONNECTED TO BELLSOUTH STPS.

11.2.4   STPS SHALL PROVIDE ALL FUNCTIONS OF THE MTP AS DEFINED IN BELLCORE ANSI INTERCONNECTION REQUIREMENTS. THIS INCLUDES:

11.2.4.1   Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

11.2.4.2   Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and

11.2.4.3   Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

11.2.4.4   11.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a INTERMEDIA or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform Intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a INTERMEDIA database, then INTERMEDIA agrees to provide BellSouth with the Destination Point Code for the INTERMEDIA database.

11.2.6   STPS SHALL PROVIDE ON A NON-DISCRIMINATORY BASIS ALL FUNCTIONS OF THE OMAP COMMONLY PROVIDED BY STPS, AS SPECIFIED IN THE REFERENCE IN SECTION 10.4.5

OF THIS ATTACHMENT. ALL OMAP FUNCTIONS WILL BE ON A "WHERE AVAILABLE" BASIS AND CAN INCLUDE:

11.2.6.1   MTP Routing Verification Test (MRVT) and

11.2.6.2   SCCP Routing Verification Test (SRVT).

11.2.7   IN CASES WHERE THE DESTINATION SIGNALING POINT IS A BELLSOUTH LOCAL OR TANDEM SWITCHING SYSTEM OR DATABASE, OR IS AN INTERMEDIA OR THIRD PARTY LOCAL OR TANDEM SWITCHING SYSTEM DIRECTLY CONNECTED TO THE BELLSOUTH SS7 NETWORK, STPS SHALL PERFORM MRVT AND SRVT TO THE DESTINATION SIGNALING POINT. IN ALL OTHER CASES, STPS SHALL PERFORM MRVT AND SRVT TO A GATEWAY PAIR OF STPS IN AN SS7 NETWORK CONNECTED WITH THE BELLSOUTH SS7 NETWORK. THIS REQUIREMENT SHALL BE SUPERSEDED BY THE SPECIFICATIONS FOR INTERNETWORK MRVT AND SRVT IF AND WHEN THESE BECOME APPROVED ANSI STANDARDS AND AVAILABLE CAPABILITIES OF BELLSOUTH STPS, AND IF MUTUALLY AGREED UPON BY INTERMEDIA AND BELLSOUTH.

11.2.8   STPS SHALL BE MADE AVAILABLE IN PARITY WITH WHAT BELLSOUTH PROVIDES TO ITSELF.

11.2.9   SS7 ADVANCED INTELLIGENT NETWORK (AIN) ACCESS

11.2.9.1   When technically feasible and upon request by INTERMEDIA, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the INTERMEDIA SS7 network to exchange TCAP queries and responses with an INTERMEDIA SCP.

11.2.9.2   SS7 AIN Access shall provide INTERMEDIA SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and INTERMEDIA SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the INTERMEDIA SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

11.3   INTERFACE REQUIREMENTS

11.3.1   BELLSOUTH SHALL PROVIDE THE FOLLOWING STPS
            OPTIONS TO CONNECT INTERMEDIA OR INTERMEDIA-
            DESIGNATED LOCAL SWITCHING SYSTEMS OR STPS TO
            BELLSOUTH SS7 NETWORK:

11.3.1.1   An A-link interface from INTERMEDIA local switching systems;
            and,

11.3.1.2   A B-link interface from INTERMEDIA local STPs.

11.3.2   EACH TYPE OF INTERFACE SHALL BE PROVIDED BY ONE OR
            MORE SETS (LAYERS) OF SIGNALING LINKS.

11.3.3   THE SIGNALING POINT OF INTERCONNECTION (SPOI) FOR
            EACH LINK SHALL BE LOCATED AT A CROSS-CONNECT
            ELEMENT, SUCH AS A DSX-1, IN THE CENTRAL OFFICE (CO)
            WHERE BELLSOUTH STP IS LOCATED. THERE SHALL BE A
            DS1 OR HIGHER RATE TRANSPORT INTERFACE AT EACH OF
            THE SPOIS. EACH SIGNALING LINK SHALL APPEAR AS A DS0
            CHANNEL WITHIN THE DS1 OR HIGHER RATE INTERFACE.
            BELLSOUTH SHALL OFFER HIGHER RATE DS1 SIGNALING
            FOR INTERCONNECTING INTERMEDIA LOCAL SWITCHING
            SYSTEMS OR STPS WITH BELLSOUTH STPS AS SOON AS
            THESE BECOME APPROVED ANSI STANDARDS AND
            AVAILABLE CAPABILITIES OF BELLSOUTH STPS.
            BELLSOUTH AND INTERMEDIA WILL WORK JOINTLY TO
            ESTABLISH MUTUALLY ACCEPTABLE SPOIS.

11.3.4   BELLSOUTH CO SHALL PROVIDE INTRAOFFICE DIVERSITY
            BETWEEN THE SPOIS AND BELLSOUTH STPS, SO THAT NO
            SINGLE FAILURE OF INTRAOFFICE FACILITIES OR
            EQUIPMENT SHALL CAUSE THE FAILURE OF BOTH B-LINKS
            IN A LAYER CONNECTING TO A BELLSOUTH STP.
            BELLSOUTH AND INTERMEDIA WILL WORK JOINTLY TO
            ESTABLISH MUTUALLY ACCEPTABLE SPOIS.

11.3.5   BELLSOUTH SHALL PROVIDE MTP AND SCCP PROTOCOL
            INTERFACES THAT SHALL CONFORM TO ALL SECTIONS
            RELEVANT TO THE MTP OR SCCP IN THE FOLLOWING
            SPECIFICATIONS:

11.3.5.1   Bellcore GR-905-CORE, Common Channel Signaling Network
            Interface Specification (CCSNIS) Supporting Network

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

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

11.3.6   MESSAGE SCREENING

11.3.6.1   BellSouth shall set message screening parameters so as to accept valid messages from INTERMEDIA local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the INTERMEDIA switching system has a legitimate signaling relation.

11.3.6.2   BellSouth shall set message screening parameters so as to pass valid messages from INTERMEDIA local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the INTERMEDIA switching system has a legitimate signaling relation.

11.3.6.3   BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from INTERMEDIA from any signaling point or network interconnected through BellSouth's SS7 network where the INTERMEDIA SCP has a legitimate signaling relation.

11.4   STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

11.4.1   ANSI T1.111-1992 AMERICAN NATIONAL STANDARD FOR TELECOMMUNICATIONS - SIGNALING SYSTEM NUMBER 7 (SS7) - MESSAGE TRANSFER PART (MTP);

11.4.2   ANSI T1.111A-1994 AMERICAN NATIONAL STANDARD FOR TELECOMMUNICATIONS - SIGNALING SYSTEM NUMBER 7 (SS7) - MESSAGE TRANSFER PART (MTP) SUPPLEMENT;

11.4.3   ANSI T1.112-1992 AMERICAN NATIONAL STANDARD FOR TELECOMMUNICATIONS - SIGNALING SYSTEM NUMBER 7 (SS7) - SIGNALING CONNECTION CONTROL PART (SCCP);

11.4.4   ANSI T1.115-1990 AMERICAN NATIONAL STANDARD FOR TELECOMMUNICATIONS - SIGNALING SYSTEM NUMBER 7 (SS7) - MONITORING AND MEASUREMENTS FOR NETWORKS;

11.4.5   ANSI T1.116-1990 AMERICAN NATIONAL STANDARD FOR TELECOMMUNICATIONS - SIGNALING SYSTEM NUMBER 7 (SS7) - OPERATIONS, MAINTENANCE AND ADMINISTRATION PART (OMAP);

11.4.6   ANSI T1.118-1992 AMERICAN NATIONAL STANDARD FOR TELECOMMUNICATIONS - SIGNALING SYSTEM NUMBER 7 (SS7) - INTERMEDIATE SIGNALING NETWORK IDENTIFICATION (ISNI);

11.4.7   BELLCORE GR-905-CORE, COMMON CHANNEL SIGNALING NETWORK INTERFACE SPECIFICATION (CCSNIS) SUPPORTING NETWORK INTERCONNECTION, MESSAGE TRANSFER PART (MTP), AND INTEGRATED SERVICES DIGITAL NETWORK USER PART (ISDNUP); AND

11.4.8   BELLCORE GR-1432-CORE, CCS NETWORK INTERFACE SPECIFICATION (CCSNIS) SUPPORTING SIGNALING CONNECTION CONTROL PART (SCCP) AND TRANSACTION CAPABILITIES APPLICATION PART (TCAP).

12.   SERVICE CONTROL POINTS/DATABASES

12.1   DEFINITION

12.1.1   DATABASES ARE THE NETWORK ELEMENTS THAT PROVIDE THE FUNCTIONALITY FOR STORAGE OF, ACCESS TO, AND MANIPULATION OF INFORMATION REQUIRED TO OFFER A

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PARTICULAR SERVICE AND/OR CAPABILITY. DATABASES INCLUDE, BUT ARE NOT LIMITED TO: LOCAL NUMBER PORTABILITY, LIDB, TOLL FREE NUMBER DATABASE, AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM, CALLING NAME DATABASE, ACCESS TO SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS) APPLICATION DATABASES AND DIRECTORY ASSISTANCE.

12.1.2 A SERVICE CONTROL POINT (SCP) IS A SPECIFIC TYPE OF DATABASE FUNCTIONALITY DEPLOYED IN A SIGNALING SYSTEM 7 (SS7) NETWORK THAT EXECUTES SERVICE APPLICATION LOGIC IN RESPONSE TO SS7 QUERIES SENT TO IT BY A SWITCHING SYSTEM ALSO CONNECTED TO THE SS7 NETWORK. SERVICE MANAGEMENT SYSTEMS PROVIDE OPERATIONAL INTERFACES TO ALLOW FOR PROVISIONING, ADMINISTRATION AND MAINTENANCE OF SUBSCRIBER DATA AND SERVICE APPLICATION DATA STORED IN SCPS.

12.2 TECHNICAL REQUIREMENTS FOR SCPS/DATABASES

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

12.2.1 BELLSOUTH SHALL PROVIDE PHYSICAL ACCESS TO SCPS THROUGH THE SS7 NETWORK AND PROTOCOLS WITH TCAP AS THE APPLICATION LAYER PROTOCOL.

12.2.2 BELLSOUTH SHALL PROVIDE PHYSICAL INTERCONNECTION TO DATABASES VIA INDUSTRY STANDARD INTERFACES AND PROTOCOLS (E.G. SS7, ISDN AND X.25).

12.2.3 THE RELIABILITY OF INTERCONNECTION OPTIONS SHALL BE CONSISTENT WITH REQUIREMENTS FOR DIVERSITY AND SURVIVABILITY.

12.2.4 DATABASE AVAILABILITY

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to

providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

12.2.5   THE OPERATIONAL INTERFACE PROVIDED BY BELLSOUTH SHALL COMPLETE DATABASE TRANSACTIONS (I.E., ADD, MODIFY, DELETE) FOR INTERMEDIA CUSTOMER RECORDS STORED IN BELLSOUTH DATABASES WITHIN 3 DAYS, OR SOONER WHERE BELLSOUTH PROVISIONS ITS OWN CUSTOMER RECORDS WITHIN A SHORTER INTERVAL.

12.3   LOCAL NUMBER PORTABILITY DATABASE

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

12.4   LINE INFORMATION DATABASE (LIDB)
BellSouth will store in its LIDB only records relating to service in the BellSouth region.

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

12.4.2   TECHNICAL REQUIREMENTS

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

12.4.2.1   Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable INTERMEDIA to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-INTERMEDIA dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

12.4.2.2   Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable INTERMEDIA to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and INTERMEDIA dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

12.4.2.3   Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable INTERMEDIA to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.

12.4.2.4   BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for INTERMEDIA's customer records in LIDB:

12.4.2.4.1   Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

12.4.2.4.2   Calling Card Validation: If INTERMEDIA chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for INTERMEDIA customer data in the LIDB.

12.4.2.5   BellSouth shall process INTERMEDIA's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to INTERMEDIA what additional functions (if any) are performed by LIDB in the BellSouth network.

12.4.2.6   Within two (2) weeks after a request by INTERMEDIA, BellSouth shall provide INTERMEDIA with a list of the customer data items which INTERMEDIA would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

12.4.2.7   BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

12.4.2.8   BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

12.4.2.9   BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

12.4.2.10   BellSouth shall provide INTERMEDIA with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with INTERMEDIA customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with INTERMEDIA customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to INTERMEDIA. In the interim , BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

12.4.2.11   BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.

12.4.2.12   All additions, updates and deletions of INTERMEDIA data to the
            LIDB shall be solely at the direction of INTERMEDIA. Such
            direction from INTERMEDIA will not be required where the addition,
            update or deletion is necessary to perform standard fraud control
            measures (e.g., calling card auto-deactivation).

12.4.2.13   BellSouth shall provide priority updates to LIDB for INTERMEDIA
            data upon INTERMEDIA's request (e.g., to support fraud
            detection), via password-protected telephone card, facsimile, or
            electronic mail within one hour of notice from the established
            BellSouth contact.

12.4.2.14   BellSouth shall provide INTERMEDIA with the capability to directly
            obtain, through an electronic interface, reports of all INTERMEDIA
            data in LIDB. Such capability will be through the data migration
            format (FCIF Interface) that can be used to electronically obtain
            reports of INTERMEDIA data in LIDB.

12.4.2.15   BellSouth shall provide LIDB systems such that no more than
            0.01% of INTERMEDIA customer records will be missing from
            LIDB, as measured by INTERMEDIA audits. BellSouth will audit
            INTERMEDIA records in LIDB against DBAS to identify record
            mismatches and provide this data to a designated INTERMEDIA
            contact person to resolve the status of the records and BellSouth
            will update system appropriately. BellSouth will refer record of mis-
            matches to INTERMEDIA within one business day of audit. Once
            reconciled records are received back from INTERMEDIA, BellSouth
            will update LIDB the same business day if less than 500 records
            are received before 1:00PM Central Time. If more than 500
            records are received, BellSouth will contact INTERMEDIA to
            negotiate a time frame for the updates, not to exceed three
            business days.

12.4.2.16   BellSouth shall perform backup and recovery of all of
            INTERMEDIA's data in LIDB including sending to LIDB all changes
            made since the date of the most recent backup copy, in at least the
            same time frame BellSouth performs backup and recovery of
            BellSouth data in LIDB for itself. Currently, BellSouth performs
            backups of the LIDB for itself on a weekly basis and when a new
            software release is scheduled, a backup is performed prior to
            loading the new release.

12.4.2.17   BellSouth shall provide to INTERMEDIA access to LIDB
            measurements and reports at least at parity with the capability that
            BellSouth has for its own customer records and that BellSouth

provides to any other party. Electronic access shall be offered to INTERMEDIA when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:

Calling Card Queries
Billed Number Screening Queries
Calling Card Successful
Calling Card Denied
Calling Card CCAN Service Denied
Calling Card Pin Match Field
Calling Card Record Not Found
Billed Number Screening Successful
Billed Number Screening Not Found
Group Not Found
BNS/C Processing Indicator Not Enabled
Group Status/Nonparticipating

As additional LIDB measurements and reports become available, such measurements and reports also will be provided to INTERMEDIA.

12.4.2.18   BellSouth shall provide INTERMEDIA with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between INTERMEDIA and BellSouth.

12.4.2.19   BellSouth shall prevent any access to or use of INTERMEDIA data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by INTERMEDIA in writing.

12.4.2.20   BellSouth shall provide INTERMEDIA performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by INTERMEDIA at least at parity with BellSouth Customer Data. BellSouth shall obtain from INTERMEDIA the screening information associated with LIDB Data Screening of INTERMEDIA data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to INTERMEDIA under the Bona Fide Request process of Attachment 9.

12.4.2.21   BellSouth shall accept queries to LIDB associated with
             INTERMEDIA customer records, and shall return responses in
             accordance with industry standards.

12.4.2.22   BellSouth shall provide mean processing time at the LIDB within
             0.50 seconds under normal conditions as defined in industry
             standards.

12.4.2.23   BellSouth shall provide processing time at the LIDB within 1
             second for 99% of all messages under normal conditions as
             defined in industry standards.

12.4.2.24   BellSouth shall provide 99.9 % of all LIDB queries in a round trip
             within 2 seconds as defined in industry standards.

12.4.3   **INTERFACE REQUIREMENTS**
             BellSouth shall offer LIDB in accordance with the requirements of
             this subsection.

12.4.3.1   The interface to LIDB shall be in accordance with the technical
             references contained within.

12.4.3.2   The CCS interface to LIDB shall be the standard interface
             described herein.

12.4.3.3   The LIDB Data Base interpretation of the ANSI-TCAP messages
             shall comply with the technical reference herein. Global Title
             Translation shall be maintained in the signaling network in order to
             support signaling network routing to the LIDB.

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

12.5.1   **TECHNICAL REQUIREMENTS**

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

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

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

12.5.1.3.1   Network Management;

12.5.1.3.2   Customer Sample Collection; and

12.5.1.3.3   Service Maintenance

12.6   AUTOMATIC LOCATION IDENTIFICATION/DATA MANAGEMENT SYSTEM (ALI/DMS)

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

12.6.1   TECHNICAL REQUIREMENTS

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

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

12.6.1.2.1   Name;

12.6.1.2.2   Address;

12.6.1.2.3   Telephone number; and

12.6.1.2.4   Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

12.6.1.3   When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless INTERMEDIA requests otherwise and shall be updated if INTERMEDIA requests, provided INTERMEDIA supplies BellSouth with the updates.

12.6.1.4   When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

12.6.1.5   If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

12.6.2   INTERFACE REQUIREMENTS

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

12.7   DIRECTORY ASSISTANCE DATABASE

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

12.8   **Calling Name Database.** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.

12.9   SCPS/DATABASES SHALL BE EQUAL TO OR BETTER THAN ALL OF THE REQUIREMENTS FOR SCPS/DATABASES SET FORTH IN THE FOLLOWING TECHNICAL REFERENCES:

12.9.1   GR-246-CORE, BELL COMMUNICATIONS RESEARCH SPECIFICATION OF SIGNALING SYSTEM NUMBER 7, ISSUE 1 (BELLCORE, DECEMBER 199);

12.9.2   GR-1432-CORE, CCS NETWORK INTERFACE SPECIFICATION (CCSNIS) SUPPORTING SIGNALING CONNECTION CONTROL PART (SCCP) AND TRANSACTION CAPABILITIES APPLICATION PART (TCAP). (BELLCORE, MARCH 1994);

12.9.3   GR-954-CORE, CCS NETWORK INTERFACE SPECIFICATION (CCSNIS) SUPPORTING LINE INFORMATION DATABASE (LIDB) SERVICE 6, ISSUE 1, REV. 1 (BELLCORE, OCTOBER 1995);

12.9.4   GR-1149-CORE, OSSGR SECTION 10: SYSTEM INTERFACES, ISSUE 1 (BELLCORE, OCTOBER 1995) (REPLACES TR-NWT-001149);

12.9.5   BELLCORE GR-1158-CORE, OSSGR SECTION 22.3: LINE INFORMATION DATABASE 6, ISSUE (BELLCORE, OCTOBER 1995);

12.9.6   BELLCORE GR-1428-CORE, CCS NETWORK INTERFACE SPECIFICATION (CCSNIS) SUPPORTING TOLL FREE SERVICE (BELLCORE, M/ Y 1995); AND

12.9.7   BOC NOTES ON BELLSOUTH NETWORKS, SR-TSV-002275, ISSUE 2, (BELLCORE, APRIL 1994).

12.10   SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS) ADVANCED INTELLIGENT NETWORK (AIN) ACCESS.

12.10.1   BELLSOUTH'S SERVICE CREATION ENVIRONMENT AND SERVICE MANAGEMENT SYSTEM (SCE/SMS) ADVANCED INTELLIGENT NETWORK (AIN) ACCESS SHALL PROVIDE INTERMEDIA THE CAPABILITY THAT WILL ALLOW

INTERMEDIA AND OTHER THIRD PARTIES TO CREATE
SERVICE APPLICATIONS IN A BELLSOUTH SERVICE
CREATION ENVIRONMENT AND DEPLOY THOSE
APPLICATIONS IN A BELLSOUTH SMS TO A BELLSOUTH SCP.
THE THIRD PARTY SERVICE APPLICATIONS INTERACT WITH
AIN TRIGGERS PROVISIONED ON A BELLSOUTH SSP.

12.10.2   BELLSOUTH'S SCE/SMS AIN ACCESS SHALL PROVIDE
ACCESS TO SCE HARDWARE, SOFTWARE, TESTING AND
TECHNICAL SUPPORT (*E.G.*, HELP DESK, SYSTEM
ADMINISTRATOR) RESOURCES AVAILABLE TO INTERMEDIA.
SCHEDULING PROCEDURES SHALL PROVIDE INTERMEDIA
EQUIVALENT PRIORITY TO THESE RESOURCES

12.10.3   BELLSOUTH SCP SHALL PARTITION AND PROTECT
INTERMEDIA SERVICE LOGIC AND DATA FROM
UNAUTHORIZED ACCESS, EXECUTION OR OTHER TYPES OF
COMPROMISE.

12.10.4   WHEN INTERMEDIA SELECTS SCE/SMS AIN ACCESS,
BELLSOUTH SHALL PROVIDE TRAINING, DOCUMENTATION,
AND TECHNICAL SUPPORT TO ENABLE INTERMEDIA TO USE
BELLSOUTH'S SCE/SMS AIN ACCESS TO CREATE AND
ADMINISTER APPLICATIONS. TRAINING, DOCUMENTATION,
AND TECHNICAL SUPPORT WILL ADDRESS USE OF SCE AND
SMS ACCESS AND ADMINISTRATIVE FUNCTIONS, BUT WILL
NOT INCLUDE SUPPORT FOR THE CREATION OF A SPECIFIC
SERVICE APPLICATION.

12.10.5   WHEN INTERMEDIA SELECTS SCE/SMS AIN ACCESS,
BELLSOUTH SHALL PROVIDE FOR A SECURE, CONTROLLED
ACCESS ENVIRONMENT IN ASSOCIATION WITH ITS
INTERNAL USE OF AIN COMPONENTS. INTERMEDIA ACCESS
WILL BE PROVIDED VIA REMOTE DATA CONNECTION (E.G.,
DIAL-IN, ISDN).

12.10.6   WHEN INTERMEDIA SELECTS SCE/SMS AIN ACCESS,
BELLSOUTH SHALL ALLOW INTERMEDIA TO DOWNLOAD
DATA FORMS AND/OR TABLES TO BELLSOUTH SCP VIA
BELLSOUTH SMS WITHOUT INTERVENTION FROM
BELLSOUTH (*E.G.*, SERVICE CUSTOMIZATION AND
CUSTOMER SUBSCRIPTION).

13.   **DARK FIBER**

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

13.1.1   DARK FIBER IS UNUSED STRANDS OF OPTICAL FIBER. IT MAY BE STRANDS OF OPTICAL FIBER EXISTING IN AERIAL OR UNDERGROUND STRUCTURE. NO LINE TERMINATING ELEMENTS TERMINATED TO SUCH STRANDS TO OPERATIONALIZE ITS TRANSMISSION CAPABILITIES WILL BE AVAILABLE. NO REGENERATION OR OPTICAL AMPLIFICATION WILL BE INCLUDED WITH THIS ELEMENT.

13.2   REQUIREMENTS

13.2.1   BELLSOUTH SHALL MAKE AVAILABLE DARK FIBER WHERE IT EXISTS IN BELLSOUTH'S NETWORK AND WHERE, AS A RESULT OF FUTURE BUILDING OR DEPLOYMENT, IT BECOMES AVAILABLE. BELLSOUTH SHALL OFFER ALL DARK FIBER TO INTERMEDIA PURSUANT TO THE PRICES SET FORTH IN ATTACHMENT 11 OF THIS AGREEMENT.

13.2.2   INTERMEDIA MAY TEST THE QUALITY OF THE DARK FIBER TO CONFIRM ITS USABILITY AND PERFORMANCE SPECIFICATIONS.

13.2.3   BELLSOUTH SHALL USE ITS BEST EFFORTS TO PROVIDE TO INTERMEDIA INFORMATION REGARDING THE LOCATION, AVAILABILITY AND PERFORMANCE OF DARK FIBER WITHIN TEN (10) BUSINESS DAYS FOR A RECORDS BASED ANSWER AND TWENTY (20) BUSINESS DAYS FOR A FIELD BASED ANSWER, AFTER RECEIVING A REQUEST FROM INTERMEDIA ("REQUEST"). WITHIN SUCH TIME PERIOD, BELLSOUTH SHALL SEND WRITTEN CONFIRMATION OF AVAILABILITY OF THE DARK FIBER ("CONFIRMATION").

13.2.4   BELLSOUTH SHALL USE ITS BEST EFFORTS TO MAKE DARK FIBER AVAILABLE TO INTERMEDIA WITHIN THIRTY (30) BUSINESS DAYS AFTER IT RECEIVES WRITTEN CONFIRMATION FROM INTERMEDIA THAT THE DARK FIBER PREVIOUSLY DEEMED AVAILABLE BY BELLSOUTH IS

WANTED FOR USE BY INTERMEDIA. THIS INCLUDES IDENTIFICATION OF APPROPRIATE CONNECTION POINTS (E.G., LIGHT GUIDE INTERCONNECTION (LGX) OR SPLICE POINTS) TO ENABLE INTERMEDIA TO CONNECT OR SPLICE INTERMEDIA PROVIDED TRANSMISSION MEDIA (E.G., OPTICAL FIBER) OR EQUIPMENT TO THE DARK FIBER.

14.   SS7 NETWORK INTERCONNECTION

14.1.1   DEFINITION

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

14.1.2   TECHNICAL REQUIREMENTS

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

14.1.2.1.1   BellSouth local or tandem switching systems;

14.1.2.1.2   BellSouth DBs; and

14.1.2.1.3   Other third-party local or tandem switching systems.

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

If traffic is routed based on dialed or translated digits between an INTERMEDIA local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the INTERMEDIA local STPs and BellSouth or other third-party local switch.

14.1.2.3   When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

14.1.2.4   SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:

14.1.2.4.1   Signaling Data Link functions, as specified in ANSI T1.111.2;

14.1.2.4.2   Signaling Link functions, as specified in ANSI T1.111.3; and

14.1.2.4.3   Signaling Network Management functions, as specified in ANSI T1.111.4.

14.1.2.5   SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an INTERMEDIA local or tandem switching system, SS7 Network Interconnection shall include Intermediate GTT of messages to a gateway pair of INTERMEDIA local STPs, and shall not include SCCP Subsystem Management of the destination.

14.1.2.6   SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

14.1.2.7   SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

14.1.2.8   If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

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

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

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

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

14.1.3   INTERFACE REQUIREMENTS

14.1.3.1   BellSouth shall offer the following SS7 Network Interconnection options to connect INTERMEDIA or INTERMEDIA-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

14.1.3.1.1   A-link interface from INTERMEDIA local or tandem switching systems; and

14.1.3.1.2   B-link interface from INTERMEDIA STPs.

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

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

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

14.1.3.4.1   Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network

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

14.1.3.4.2   Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

14.1.3.4.3   Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

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

14.1.3.5   BellSouth shall set message screening parameters to block accept messages from INTERMEDIA local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the INTERMEDIA switching system has a legitimate signaling relation.

14.1.4   **SS7 NETWORK INTERCONNECTION SHALL BE EQUAL TO OR BETTER THAN ALL OF THE REQUIREMENTS FOR SS7 NETWORK INTERCONNECTION SET FORTH IN THE FOLLOWING TECHNICAL REFERENCES:**

14.1.4.1   ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

14.1.4.2   ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

14.1.4.3   ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

14.1.4.4   ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

14.1.4.5   ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

14.1.4.6   ANSI T1.114-1992 American National Standard for
             Telecommunications - Signaling System Number 7 (SS7) -
             Transaction Capabilities Application Part (TCAP);

14.1.4.7   ANSI T1.115-1990 American National Standard for
             Telecommunications - Signaling System Number 7 (SS7) -
             Monitoring and Measurements for Networks;

14.1.4.8   ANSI T1.116-1990 American National Standard for
             Telecommunications - Signaling System Number 7 (SS7) -
             Operations, Maintenance and Administration Part (OMAP);

14.1.4.9   ANSI T1.118-1992 American National Standard for
             Telecommunications - Signaling System Number 7 (SS7) -
             Intermediate Signaling Network Identification (ISNI);

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

14.1.4.11   Bellcore GR-954-CORE, CCS Network Interface Specification
             (CCSNIS) Supporting Line Information Database (LIDB) Service;

14.1.4.12   Bellcore GR-1428-CORE, CCS Network Interface Specification
             (CCSNIS) Supporting Toll Free Service;

14.1.4.13   Bellcore GR-1429-CORE, CCS Network Interface Specification
             (CCSNIS) Supporting Call Management Services; and,

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

15.   **BASIC 911 AND E911**
             If CLEC orders unbundled network elements, then CLEC is also
             responsible for providing E911 to its end users. BellSouth agrees
             to offer access to the 911/E911 network pursuant to the following
             terms and conditions and at the rates set forth in Attachment 11.

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

15.2   **Requirements**

15.2.1   BASIC 911 SERVICE PROVISIONING. FOR BASIC 911
          SERVICE, BELLSOUTH WILL PROVIDE TO INTERMEDIA A LIST
          CONSISTING OF EACH MUNICIPALITY THAT SUBSCRIBES TO
          BASIC 911 SERVICE. THE LIST WILL ALSO PROVIDE, IF
          KNOWN, THE E911 CONVERSION DATE FOR EACH
          MUNICIPALITY AND, FOR NETWORK ROUTING PURPOSES, A
          TEN-DIGIT DIRECTORY NUMBER REPRESENTING THE
          APPROPRIATE EMERGENCY ANSWERING POSITION FOR
          EACH MUNICIPALITY SUBSCRIBING TO 911. INTERMEDIA
          WILL BE REQUIRED TO ARRANGE TO ACCEPT 911 CALLS
          FROM ITS END USERS IN MUNICIPALITIES THAT SUBSCRIBE
          TO BASIC 911 SERVICE AND TRANSLATE THE 911 CALL TO
          THE APPROPRIATE 10-DIGIT DIRECTORY NUMBER AS
          STATED ON THE LIST PROVIDED BY BELLSOUTH.
          INTERMEDIA WILL BE REQUIRED TO ROUTE THAT CALL TO
          BELLSOUTH AT THE APPROPRIATE TANDEM OR END
          OFFICE. WHEN A MUNICIPALITY CONVERTS TO E911
          SERVICE, INTERMEDIA WILL BE REQUIRED TO DISCONTINUE
          THE BASIC 911 PROCEDURES AND BEING USING E911
          PROCEDURES.

15.2.2   E911 SERVICE PROVISIONING. FOR E911 SERVICE,
          INTERMEDIA WILL BE REQUIRED TO INSTALL A MINIMUM OF
          TWO DEDICATED TRUNKS ORIGINATING FROM THE
          INTERMEDIA SERVING WIRE CENTER AND TERMINATING TO
          THE APPROPRIATE E911 TANDEM. THE DEDICATED TRUNKS
          SHALL BE, AT A MINIMUM, DS-0 LEVEL TRUNKS CONFIGURED
          EITHER AS A 2-WIRE ANALOG INTERFACE OR AS PART OF A
          DIGITAL (1.544 MB/S) INTERFACE. EITHER CONFIGURATION
          SHALL USE CAMA-TYPE SIGNALING WITH MULTIFREQUENCY
          ("MF") PULSING THAT WILL DELIVER AUTOMATIC NUMBER
          IDENTIFICATION ("ANI") WITH THE VOICE PORTION OF THE
          CALL. IF THE USER INTERFACE IS DIGITAL, MF PULSES, AS
          WELL AS OTHER AC SIGNALS, SHALL BE ENCODED PER THE
          U-255 LAW CONVENTION. INTERMEDIA WILL BE REQUIRED
          TO PROVIDE BELLSOUTH DAILY UPDATES TO THE E911
          DATABASE. INTERMEDIA WILL BE REQUIRED TO FORWARD
          911 CALLS TO THE APPROPRIATE E911 TANDEM, ALONG
          WITH ANI, BASED UPON THE CURRENT E911 END OFFICE TO
          TANDEM HOMING ARRANGEMENT AS PROVIDED BY
          BELLSOUTH. IF THE E911 TANDEM TRUNKS ARE NOT
          AVAILABLE, INTERMEDIA WILL BE REQUIRED TO ROUTE THE
          CALL TO A DESIGNATED 7-DIGIT LOCAL NUMBER RESIDING
          IN THE APPROPRIATE PUBLIC SERVICE ANSWERING POINT

("PSAP"). THIS CALL WILL BE TRANSPORTED OVER
BELLSOUTH'S INTEROFFICE NETWORK AND WILL NOT
CARRY THE ANI OF THE CALLING PARTY.

15.2.3 RATES. CHARGES FOR 911/E911 SERVICE ARE BORNE BY
THE MUNICIPALITY PURCHASING THE SERVICE. BELLSOUTH
WILL IMPOSE NO CHARGE ON INTERMEDIA BEYOND
APPLICABLE CHARGES FOR BELLSOUTH TRUNKING
ARRANGEMENTS.

15.2.4 BASIC 911 AND E911 FUNCTIONS PROVIDED TO INTERMEDIA
SHALL BE AT LEAST AT PARITY WITH THE SUPPORT AND
SERVICES THAT BELLSOUTH PROVIDES TO ITS CUSTOMERS
FOR SUCH SIMILAR FUNCTIONALITY.

15.2.5 Detailed Practices and Procedures. The detailed practices and
procedures contained in the E911 Local Exchange Carrier Guide For Facility-
Based Providers as amended from time to time during the term of this
Agreement will determine the appropriate practices and procedures for BellSouth
and INTERMEDIA to follow in providing 911/E911 services

Local Interconnection

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

1. **Local Traffic Exchange**

1.1 *Local Traffic 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"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local traffic, under orders issued by twenty-two states, currently includes traffic that originates from or terminates to an Information Service Provider (ISP) or Enhanced Service Provider (ESP). Should the FCC or the Courts, upon a final non-appealable order find that the traffic that originates from or terminates to an ISP or ESP is not local traffic, the parties agree to modify this agreement accordingly. In that instance and unless the final non-appealable order expressly prohibits its, such provisions will be adopted on a prospective basis only and any reciprocal compensation balance due to Intermedia for the termination of ISP traffic on Intermedia's network is due.*

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

1.2.1 Trunk-side of local switch.

1.2.2 Trunk interconnection points for tandem switch.

1.2.3 Central office cross-connect points.

1.2.4 Out-of-band signal transfer points.

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

1.2.6 Fiber Meet. If Intermedia elects to interconnect with BellSouth pursuant to a fibermeet, Intermedia and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET")

transmission system by which they shall interconnect their networks for the transmission and routing of telephone exchange service traffic and exchange access traffic pursuant to Section 251(c)(2) of the Act. The parties shall jointly determine and agree upon the specific SONET transmission system.

1.2.6.1 BellSouth shall, wholly at its own expense, procure, install and maintain agreed upon SONET equipment in the BellSouth interconnection wire center ("BIWC") identified for each LATA set forth on a Schedule A (implementation schedule no BIWC's before 1/1/99).

1.2.6.2 Intermedia shall, wholly at its own expense, procure, install and maintalin the agreed upon SONET equipment in the Intermedia interconnection wire center ("AIWC") identified for each LATA set forth on Schedule A (implementation schedule no BIWC's before 1/1/99)

1.2.6.3 BellSouth shall designate a point of interconnection ("POI") outside the BIWC as a fiber meet point and shall make all necessary preparations to receive and to allow and enable Intermedia to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the POI. BellSouth shall, wholly at its own expense, procure, install and maintain the fusion splicing point in the POI. A common language location identification ("CLLI") code will be established for each POI. The code established must be a bu8ilding type code. All orders shall originate from the POI (i.e., POI to Intermedia, POI to BellSouth). Intermedia shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Intermedia, BellSouth shall allow Intermedia access to the fiber meet entry point for maintenance purposes as promptly as possible.

1.2.6.4 The parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each party shall be responsible for maintaining the components of the SONET transmission system.

1.2.6.5 Each party will be responsible for (I) providing its own transport facilities to the fiber meet, and (ii) the cost to build-out its facilities to such fiber meet.

1.2.7 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other

points may be made through the Bona Fide Request/New Business Request process set out in Attachment 9.

1.2.8 FRAME RELAY SERVICE TRAFFIC

The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which CLEC-1 is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between CLEC-1 and BellSouth Frame Relay Switches in the same LATA.

The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA.

1.2.8.1.1   Upon the request of either Party, such interconnection will be established where BellSouth and CLEC-1 have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

1.2.8.1.2   The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay Trucks between the respective Frame relay switches and the POIs.

1.2.8.1.3   The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Usage Factor (PLU), determined as follows:

(i)   If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions this Agreement, the traffic on that VC is local ("Local VC")

(ii)   If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

(iii)   *The PLU is determined by dividing the total number of Local VC's, by the total number of VCs on each Frame Relay facility. The Parties agree to renegotiate the method for determining PLU, at BellSouth's request, and within 90 days, if BellSouth notifies CLEC-1 that it has found that this method does not adequately represent the PLU.*

(iv)   If there are no VCs on a facility when it is billed, the PLU will be zero.

A.2   Upon the request of CLEC-1, BellSouth will provide the Frame Relay Trunk(s) between the Parties' respectively Frame relay Switches. Alternatively, the Parties may agree that CLEC-1 will provide the Frame Relay Trunk(s) between the Frame Relay Switches. In either event, the party providing the trunks ("Providing Party") will be compensated a portion of its Trunk Charges at the rate set forth in Section IV of this Agreement, apportioned as follows:

A.2.1   If BellSouth is the Providing Party, BellSouth will invoice, and CLEC-1 will pay, the total non-recurring and recurring charges for the trunk facility. CLEC-1 will then invoice, and BellSouth billed charges for the trunk facility by one-half of the PLU.

A.2.2   If CLEC-1 is the Providing Party. CLEC-1 will invoice, and BellSouth will pay, the total non-recurring and recurring charges for the trunk facility. BellSouth will then invoice, and CLEC-1 will pay, an amount determined as follows: CLEC-1's combined interLATA and local usage will be calculated by subtracting one-half of the PLU factor from one hundred percent. The difference will then be multiplied by the total charges initially billed by CLEC-1 for the trunk facility. BellSouth will then invoice, and CLEC-1 will pay, this amount to BellSouth.

A.3   The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in the BellSouth access tariffs. Compensation for the NNI will be calculated as follows:

A.3.1   If BellSouth is the Providing Party, BellSouth will invoice, and CLEC-1 will pay, the total non-recurring and recurring charges for the

NNI port. CLEC-1 will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNO port by one-half of the PLU.

A.3.2 If CLEC-1 is the Providing Party, CLEC-1 will invoice, and BellSouth will pay, the total non-recurring and recurring charges for the NNI port. BellSouth will then invoice, and CLEC-1 will pay, an amount determined as follows: CLEC-1's combined interLATA and local usage will be calculated by subtracting one-half of the PLU factor from one hundred percent. The difference will then be multiplied by the total charges initially billed by CLEC-1 for the NNI port. BellSouth will then invoice, and CLEC-1 will pay, this amount to BellSouth.

A.4 Each Part agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) or Committed Information Rate (CIR) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. For the PVC segment between the CLEC-1 and BellSouth Frame Relay switches, compensation for the PVC and CIR charges are based upon the rates in the BellSouth access tariffs.

Compensation for PVC and CIR rate elements will be calculated as follows:
A.4.1 If CLEC-1 orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the CLEC-1 Frame Relay switch, BellSouth will invoice and CLEC-1 will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and CLEC-1 Frame Relay switches. If the VC is a local VC, CLEC-1 will invoice and BellSouth will pay, 100% of the PVC and CIR charges initially billed for the segment. If the VC is not local, no compensation will be paid to CLEC-1 for the PVC segment.

A.4.2 If BellSouth orders a Local VC connection between a CLEC-1 subscriber's PVC segment and a PVC segment from the CLEC-1 Frame Relay switch to the BellSouth Frame Relay switch, Bell South will invoice, and CLEC-1 will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and CLEC-1 Frame Relay switches. CLEC-1 will then invoice and BellSouth will pay %100 of the PVC and CIR charges initially billed for the segment.
A.4.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Changes charge as set forth in the BellSouth access tariffs.

      (i)   If CLEC-1 requests a change, BellSouth will invoice and CLEC-1 will pay a Feature Change charge for each affected PVC segment.

      (ii)   If BellSouth requests a change to a Local VC, CLEC-1 will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.

     A.4.4 The Parties agree to limit the sum of the CIR for the VCs on a given NNI port to not more than two times the port speed.

A.5   Except as expressly provided herein, the Agreement does not address or alter in any way either Part's provision of Exchange Access frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariffs.

A.6   Each Party will identify and report quarterly to the other Party the PLY of the Frame Relay Service and Exchange Access Frame relay Service facilities that it delivers to the other, and for each VC, whether it is a Local VC or InterLATA VC, per section A.1 above.

     A.7   Either Relay may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Service tariffs or Section 2 of the BellSouth FCC No. 1 Tariff.

     A.8   If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this agreement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section A, within the one hundred eighty day period, they will submit this matter to the appropriate State commission)s) for resolution.

1.3   <u>Percent Local Use.</u> Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding intermediary traffic. Effective on the first of January, April, July and October of

each year, BellSouth and INTERMEDIA shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.

1.3.1   <u>Audits</u>.   On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and INTERMEDIA shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

1.4   <u>Percentage Interstate Usage</u>.   For combined interstate and intrastate INTERMEDIA traffic terminated by BellSouth over the same facilities, INTERMEDIA will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to INTERMEDIA. 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. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.

1.5   <u>Unidentified local traffic</u>.   Whenever BellSouth delivers traffic to INTERMEDIA for termination on the INTERMEDIA's network, if

BellSouth cannot determine because of the manner in which INTERMEDIA has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if INTERMEDIA can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that INTERMEDIA cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the INTERMEDIA.

1.6   Intermediary Tandem Switching.   BellSouth will provide intermediary tandem switching and transport services for INTERMEDIA's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Attachment 11. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to MECAB procedures.

1.7   Mutual Provision of Access Service.   When BellSouth and INTERMEDIA provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than 60 (6U) days after the recording date. 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. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

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1.7.1   Where either company has been notified that the other company has a Billing Guarantee Practice, each company so notified (the Initial Billing Company or the recording company) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other company. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

1.7.2   Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

1.7.3   Each company agrees to recreate the lost or damaged data within forty-eight *48) hours of notification by the other or by an authorized third party handling the data.

1.7.4   Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

1.7.5   All claims should be filed with the other company with 120 days of the receipt of the date of the unbillable usage.

1.7.6   The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

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

2.   Exchange of intraLATA toll traffic

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

2.1   IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.

2.2   *Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, the Parties agree that all access traffic shall be billed on an elemental basis at the rates, terms and conditions reflected in the respective companies' Access Service Tariffs, which have been approved by appropriate regulatory bodies and which includes the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate.*

2.3   Rates. For originating and terminating intraLATA toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If INTERMEDIA is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses INTERMEDIA as an interexchange carrier on a 10XXX/101XXXX basis, BellSouth will charge INTERMEDIA the appropriate BellSouth tariff charges for originating switched access services. If BellSouth is serving as the INTERMEDIA end user's presubscribed interexchange carrier or if the INTERMEDIA end user uses BellSouth as an interexchange carrier on a 10XXX/101XXXX basis, the INTERMEDIA will charge BellSouth the appropriate BellSouth tariff charges for originating switched access services.

2.4   Additional Interconnection. To the extent INTERMEDIA provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.

2.5   Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

2.6   Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of $0.013 per record.

2.7   <u>800 Access Screening</u>. Should INTERMEDIA 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. INTERMEDIA shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. INTERMEDIA will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3.   **<u>Methods of Interconnection</u>**

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

4.   **<u>Trunk Groups</u>**

BellSouth and INTERMEDIA shall establish interconnecting trunk groups between networks. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications. Local and intraLATA traffic only may be routed over the same one-way trunk group. Trunk installation charges assessed by either party will be as set forth in the BellSouth intrastate Switched Access tariff. Requests for alternative trunking arrangements may require submission of a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in Attachment 9.

5.   **<u>Network Design and Management for Interconnection</u>**

5.1   <u>Network Management and Changes</u>. BellSouth will work cooperatively with INTERMEDIA to install and maintain the most

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

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

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

5.4   Network Management Controls. BellSouth will work cooperatively with INTERMEDIA to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

5.5   Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to INTERMEDIA, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy

indicators will be honored, and BellSouth will cooperate with INTERMEDIA on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

5.6   Forecasting Requirements.

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

5.6.2   Both parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions – Part A of this Agreement.

5.6.3   The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential

Information" under Section 9 of the General Terms and Conditions of this Agreement.

5.6.4   In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section.

5.6.5   For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.

5.7   Call Information.   BellSouth and INTERMEDIA will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

6.   Parity in Ordering and Provisioning

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

7.   **Local Dialing Parity**

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

8.   **Local Interconnection Compensation**

8.1   *The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on each other's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11. BST will pay transport from and to INTERMEDIA's point of termination located within the LATA in which the call originated. (Rates are in dispute.)*

8.2   The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this agreement to a terminating carrier. The delivery of this traffic is contingent upon INTERMEDIA negotiating and executing valid contractual agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, INTERMEDIA agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of INTERMEDIA for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8.3   Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). Traffic originated to and terminated by ESPs/ISPs shall not be included in the local interconnection compensation arrangements of this Agreement.

BELLSOUTH
PHYSICAL COLLOCATION

1. SCOPE OF ATTACHMENT

    1.1   Right to occupy. BellSouth hereby grants to INTERMEDIA a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by INTERMEDIA and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at INTERMEDIA's expense and agreed to specifications, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

    1.2   Use of space. INTERMEDIA shall use the Collocation Space for the purposes of installing, maintaining and operating INTERMEDIA's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, INTERMEDIA may place INTERMEDIA-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of equipment in the Collocation Space without the use of INTERMEDIA-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, INTERMEDIA may connect to other INTERMEDIAs within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by INTERMEDIA. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth. *Interconnector may not provide or make available space within the collocation space to any third party except as specified by this section. In situations where a physical collocation request cannot be accommodated by BellSouth due to space limitations or exhaust, BellSouth will permit Interconnector to inspect the central office at issue with appropriate representatives from BellSouth. If the parties do not agree that theôre is a space limitation or exhaust, the parties agree that a neutral third party will be used to perform an independent assessment of the space. If the parties cannot agree on an independent third party to make such an assessment, then the matter will be referred to the appropriate state commission for resolution. In situations where physical collocation cannot be provided, BellSouth w3ill permit interconnecting parties with existing physical collocation arrangements to provide space to anothe5r carrier within their existing physical collocation space. Except as specified above, any violation of this provision shall be deemed a material breach of this agreement.*

Where physical collocation requests cannot be accommodated by BellSouth due to space limitations or exhaust, BellSouth will also provide and deliver, at Intermedia's option, extended loops to the closest Intermedia physical collocation arrangement. Extended loops are defined as the end user loop, the multiplexing or concentration of that loop, the interoffice transport and associated cross-connects.

1.3 *No right to sublease*. INTERMEDIA may not provide or make available space within the collocation space to any third party. Any violation of this provision shall be deemed a material breach of this Agreement.

1.4 *Rates and charges*. INTERMEDIA agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 *Location of Arrangement*. A Collocation Space will be provided to INTERMEDIA at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

2. OCCUPANCY

2.1 *Commencement Date*. The "Commencement Date" shall be the day INTERMEDIA's equipment becomes operational as described in Article 2.2, following.

2.2 *Occupancy*. BellSouth will notify INTERMEDIA in writing that the Collocation Space is ready for occupancy. INTERMEDIA must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. INTERMEDIA must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If INTERMEDIA fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event INTERMEDIA's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to INTERMEDIA with respect to said Collocation Space. Termination of INTERMEDIA's rights to the Collocation Space pursuant to this paragraph shall not operate to release INTERMEDIA from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, INTERMEDIA's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

2.3 *Termination*. INTERMEDIA may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, INTERMEDIA at its expense shall remove its equipment and other property from the Collocation Space. INTERMEDIA shall have thirty (30)

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days from the termination date to complete such removal; provided, however, that INTERMEDIA shall continue payment of monthly fees to BellSouth until such date as INTERMEDIA has fully vacated the Collocation Space. Should INTERMEDIA fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of INTERMEDIA at INTERMEDIA's expense and with no liability for damage or injury to INTERMEDIA's property unless caused by the gross negligence or intentional misconduct of BellSouth.

3. USE OF COLLOCATION SPACE

3.1 **Equipment Type.** INTERMEDIA BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. Further, BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards. For purposes of this paragraph, enhanced services and information services are not considered to be telecommunications services.

3.1.2 INTERMEDIA shall not use the Collocation Space for marketing purposes. INTERMEDIA shall place no signs or marking of any kind (except for a plaque or other identification affixed to INTERMEDIA's equipment and reasonably necessary to identify INTERMEDIA's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.

3.2 **Entrance Facilities.** INTERMEDIA may elect to place INTERMEDIA-owned or INTERMEDIA-leased entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. INTERMEDIA will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location.. INTERMEDIA will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the INTERMEDIA's equipment in the Collocation Space. INTERMEDIA must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. INTERMEDIA is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide INTERMEDIA with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to INTERMEDIA's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application response.

3.2.2 INTERMEDIA may utilize spare capacity on an existing INTERMEDIA entrance facility for the purpose of providing an entrance facility to another INTERMEDIA collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should INTERMEDIA request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to INTERMEDIA by BellSouth, INTERMEDIA shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manholes covers shall be properly closed and secured at the conclusion of entry and/or work . Advance notification to BellSouth shall occur at a minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between INTERMEDIA's equipment and/or network and BellSouth's network. Each party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. INTERMEDIA may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request. INTERMEDIA or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 INTERMEDIA's Equipment and Facilities. INTERMEDIA is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by INTERMEDIA in the Collocation Space. Without limitation of the foregoing provisions, INTERMEDIA will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination

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maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.

3.6   Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to INTERMEDIA when access to the Collocation Space is required. INTERMEDIA may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that INTERMEDIA will not bear any of the expense associated with this work.

3.7   Access and Administration. INTERMEDIA shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require INTERMEDIA to traverse restricted areas. All employees, agents and contractors of INTERMEDIA having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by INTERMEDIA or certified vendor which contains a current photo, the individual's name and company name/logo. INTERMEDIA agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign INTERMEDIA's request for access a priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, INTERMEDIA shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the INTERMEDIA except for ordinary wear and tear.

3.8   Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other CLEC located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other CLEC, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of INTERMEDIA violate the provisions of this paragraph, BellSouth shall give written notice to INTERMEDIA, which notice shall direct INTERMEDIA to cure the violation within forty-eight (48) hours of INTERMEDIA's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If INTERMEDIA fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth or any other CL .C, nen and only in that event BellSouth may take such action as it deems

appropriate to correct the violation, including without limitation the interruption of electrical power to INTERMEDIA's equipment. BellSouth will endeavor, but is not required, to provide notice to INTERMEDIA prior to taking such action and shall have no liability to INTERMEDIA for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.9 **Personalty and its Removal**. Subject to requirements of this Agreement, INTERMEDIA may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by INTERMEDIA in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by INTERMEDIA at any time. Any damage caused to the Collocation Space by INTERMEDIA's employees, agents or representatives during the removal of such property shall be promptly repaired by INTERMEDIA at its expense.

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

4. ORDERING AND PREPARATION OF COLLOCATION SPACE

4.1 **Application for Space**. INTERMEDIA shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in INTERMEDIA's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 *Application Response. BellSouth will respond to up to three (5) applications for space within the same state submitted within a fifteen (15) business day interval within thirty (30) business days of receipt of the complete application.* When INTERMEDIA submits more than three (3) applications in the same state within 15 business days and BellSouth is processing multiple applications from other CLECs, BellSouth and INTERMEDIA will negotiate in good faith a prioritization of the requests and a reasonable response time frame. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by INTERMEDIA or differently configured, INTERMEDIA must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order. *Intermedia may at time of application submit a pre-application deposit to reserve space in the applied for*

office. Said deposit will be used toward the final amount owed to BellSouth by Intermedia. Except as provided for above, if space is not available due to limitations or exhaust, BellSouth shall inform Intermedia that the requested space is not available via the application response provided by BellSouth. Further, at Intermedia's option, Intermedia may use the reservation deposit toward a lesser amount of space if available in the requested office o5r may select an alternate BellSouth Central Office to which the fee may be applied. If an alternate Central Office is selected then Intermedia must submit an application for that office at the time of designation.

    4.2   <u>Bona Fide Firm Order</u>. INTERMEDIA shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires INTERMEDIA to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to INTERMEDIA's Application/Inquiry.

    4.2.1   BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of INTERMEDIA's Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

    4.2.2   BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

    4.2.3   Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

    4.3   <u>Construction and Provisioning Interval</u>. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from receipt of a complete and accurate Bona Fide Firm Order where the infrastructure rearrangement or accommodations allow. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from one customer per state; major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade;

major upgrade for ADA compliance; mainframe addition; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting between BellSouth and INTERMEDIA will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by INTERMEDIA on its Bona Fide Firm Order. In the event INTERMEDIA materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to INTERMEDIA during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate INTERMEDIA's application as a result of changes requested by INTERMEDIA to INTERMEDIA's original application, then BellSouth will charge INTERMEDIA a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require INTERMEDIA to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

6.3 Use of Certified Vendor. INTERMEDIA shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide INTERMEDIA with a list of Certified Vendors upon request. The Certified Vendor *shall not* be responsible for installing INTERMEDIA's equipment and components, *extending power cabling to the BellSouth power distribution frame*, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and INTERMEDIA upon successful completion of installation. The Certified Vendor shall bill INTERMEDIA directly for all work performed for INTERMEDIA pursuant to this Agreement and BellSouth shall have no liability fo. nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying INTERMEDIA or any vendor proposed by INTERMEDIA.

4.4.1 Site Visits. BellSouth will permit one site visit after receipt of the Bona Fide Firm Orde.- and security escort charges will be assessed for the site visit except as provided for herein. Intermedia is permitted to accompany BellSouth engineers at the time of final floor plan engineering and in that instance security escorts and associated charges will not be required.

4.5 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. INTERMEDIA shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service INTERMEDIA's Collocation Space. Upon request,

BellSouth will provide INTERMEDIA with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by INTERMEDIA. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit C attached hereto.

4.6 **Basic Telephone Service**. Upon request of INTERMEDIA, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

4.7 *Space Preparation*. *BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. INTERMEDIA's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by INTERMEDIA divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse INTERMEDIA in an amount equal to INTERMEDIA reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth. (Pricing in dispute)*

4.8 **Space Enclosure**. Upon request of INTERMEDIA, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. INTERMEDIA may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. INTERMEDIA may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill INTERMEDIA for activities associated with the space enclosure construction. INTERMEDIA must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access INTERMEDIA's locked enclosure prior to notifying INTERMEDIA .

4.9 **Virtual Collocation Transition.** To the extent space becomes available, INTERMEDIA may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. INTERMEDIA must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

4.10 **Cancellation**. If INTERMEDIA cancels its order for the Collocation Space(s), INTERMEDIA will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of

reimbursement under this paragraph exceed the maximum amount INTERMEDIA would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

4.11   Licenses. INTERMEDIA, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights and privileges necessary or required to operate as a provider of telecommunications services to the public.

5.   RATES AND CHARGES

5.1   Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, INTERMEDIA shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following INTERMEDIA's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when INTERMEDIA requests a modification to the arrangement.

5.2   Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3   Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4   Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from INTERMEDIA's pro-rated share of renovation or upgrade costs.

5.5   Additional Engineering. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to INTERMEDIA in the Application Response.

5.5   Subsequent Application Fee. BellSouth requires the submission of additional documentation when INTERMEDIA desires to modify the use of the collocation space. INTERMEDIA shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested by INTERMEDIA in the application.   Such modifications to the

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premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by INTERMEDIA for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect , e.g. does not require capital expenditure by BellSouth, shall not exceed $1600.00. All other subsequent application fees shall be assessed at $3850.00.

5.6   Floor Space. The floor space charge includes reasonable charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power INTERMEDIA's equipment. When the Collocation Space is enclosed by walls or other divider, INTERMEDIA shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, INTERMEDIA shall pay floor space charges based upon the number of square feet contained in a shadow print of INTERMEDIA's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents INTERMEDIA's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date INTERMEDIA first occupies the Collocation Space, whichever is sooner.

5.7   Power. (1) Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to INTERMEDIA's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by *BellSouth. Intermedia will compensate BellSouth for such fuses and power. BellSouth will provide bulk power up to 100 AMPS as requested by Intermedia.*. In the event BellSouth shall be required to construct additional DC power plant or upgrade the existing DC power plant in a central office as a result of INTERMEDIA's request to collocate in that central office ("Power Plant Construction"), INTERMEDIA shall pay its pro-rata share of costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth shall comply with all Be Core and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify INTERMEDIA of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. INTERMEDIA shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. INTERMEDIA shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. INTERMEDIA has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination

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

5.8   Security Escort. A security escort will be required, *except as provided for in Section 4.1.1.* herein, to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

5.9   Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). INTERMEDIA will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

6.   INSURANCE

6.1   INTERMEDIA shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

6.2   INTERMEDIA shall maintain the following specific coverage:

6.2.1   Commercial General Liability coverage in the amount of ten million dollars ($10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars ($10,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

6.2.2   Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars ($100,000.00) each accident, one hundred thousand dollars ($100,000.00) each employee by disease, and five hundred thousand dollars ($500,000.00) policy limit by disease.

6.2.3   INTERMEDIA may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

6.3   The limits set forth in subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to INTERMEDIA to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

6.4   All policies purchased by INTERMEDIA shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's

Central Office and shall remain in effect for the term of this Agreement or until all INTERMEDIA's property has been removed from BellSouth's Central Office, whichever period is longer. If INTERMEDIA fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from INTERMEDIA.

6.5   INTERMEDIA shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space   Failure to meet this interval may result in construction and equipment installation delays   INTERMEDIA shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from INTERMEDIA's insurance company. INTERMEDIA shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.
Attn.: Risk Management Coordinator
3635 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

6.6   INTERMEDIA must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.

6.7   Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

7.   MECHANICS LIENS

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

8.   INSPECTIONS

8.1   BellSouth shall conduct an inspection of INTERMEDIA's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between INTERMEDIA's equipment and equipment of BellSouth. BellSouth may conduct an inspection if INTERMEDIA adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties BellSouth shall

provide INTERMEDIA with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

9. SECURITY.

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

10. DESTRUCTION OF COLLOCATION SPACE.

10.1   In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for INTERMEDIA's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for INTERMEDIA's permitted use, or is damaged and the option to terminate is not exercised by either party, BellSouth covenants and agrees to proceed promptly without expense to INTERMEDIA, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. INTERMEDIA may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If INTERMEDIA's acceleration of the project increases the cost of the project, then those additional charges will be incurred by INTERMEDIA. Where allowed and where practical, INTERMEDIA may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, INTERMEDIA shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for INTERMEDIA's permitted use, until such Collocation Space is fully repaired and restored and INTERMEDIA's equipment installed therein (but in no event later then thirty (30) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

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

12. NONEXCLUSIVITY

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

13. NOTICES

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

<u>To BellSouth</u>:   <u>To INTERMEDIA</u>:

_____   _____

_____   _____

_____   _____

ATTN:_____ _____   ATTN:_____

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

Schedule of Rates and Charges

Rate Element Description		Type of Charge	Charge
Application Fee		NRC (per Arrangement, per C.O.)	$3,850.00
Subsequent Application Fee (Note 1)		NRC (per Arrangement, per C.O.)	ICB
No greater than $1,600.00			
Space Preparation Fee (Note 2)		NRC (per Arrangement, per C.O.) ICB	
Space Enclosure Construction Fee (Note 2)		NRC (per Arrangement, per C.O.)	$4,500.00
Additional Engineering Fee (Note 3)		NRC	ICB
Cable Installation		NRC (per entrance cable)	$2,750.00
Floor Space		RC (per square foot)	$7.50
Power		RC (per amp)	$5.00
Cable Support structure		RC (per entrance cable)	$13.35
Cross-Connects	2-wire	RC (per cross-connect)	$0.30
	4-wire	RC (per cross-connect)	$0.50
	DS1	RC (per cross-connect)	$8.00
	DS3	RC (per cross-connect)	$72.00
	2-wire	NRC (first cross-connect)	$19.20
	4-wire	NRC (first cross-connect)	$19.20
	DS1	NRC (first cross-connect)	$155.00
	DS3	NRC (first cross-connect)	$155.00
	2-wire	NRC (each additional cross-connect)	$19.20
	4-wire	NRC (each additional cross-connect)	$19.20
	DS1	NRC (each additional cross-connect)	$27.00
	DS3	NRC (each additional cross-connect)	$27.00
POT Bay	2-wire	RC (per cross-connect)	$0.40
	4-wire	RC (per cross-connect)	$1.20
	DS1	RC (per cross-connect)	$1.20
	DS3	RC (per cross-connect)	$8.00
Additional Security Access Cards		NRC-ICB (each)	$10.00

Schedule of Rates and Charges (cont.)

Rate Element Description	Type of Charge	Charge
Direct Connection (Note 4)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	$246.00
Security Escort		
Basic - first half hour	NRC-ICB	$41.00
Overtime - first half hour	NRC-ICB	$48.00
Premium - first half hour	NRC-ICB	$55.00
Basic - additional half hour	NRC-ICB	$25.00
Overtime - additional half hour	NRC-ICB	$30.00
Premium - additional half hour	NRC-ICB	$35.00

Notes

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

(1)   Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.

(2)   Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Schedule of Rates and Charges (cont.)

Notes (cont.)

(2) (cont.)
Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in fifty (50) square-foot increments, with a minimum space enclosure size of one hundred (100) square feet. INTERMEDIA may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill INTERMEDIA for the space enclosure, and this fee shall not be applicable.

(3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the additional Engineering charges shall be provided by BellSouth in the Application Response.

(4) Direct Connection. As stated in Article I.B of the Collocation Agreement, INTERMEDIA may connect to other INTERMEDIA within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. INTERMEDIA must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by INTERMEDIA. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges in the Application Response.

Bona Fide Physical Collocation Arrangements

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

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

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

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

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

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ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1   Compliance with Applicable Law. BellSouth and INTERMEDIA agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2   Notice. BellSouth and INTERMEDIA shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential imminent Danger conditions. INTERMEDIA should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3   Practices/Procedures. BellSouth may make available additional environmental control procedures for INTERMEDIA to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. INTERMEDIA will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4   Environmental and Safety Inspections. BellSouth reserves the right to inspect the INTERMEDIA space with proper notification. BellSouth reserves the right to stop any INTERMEDIA work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5   Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by INTERMEDIA are owned by INTERMEDIA. INTERMEDIA will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by INTERMEDIA or different hazardous materials used by INTERMEDIA at BellSouth Facility. INTERMEDIA must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

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1.6   **Spills and Releases.** When contamination is discovered at a BellSouth Premi...es, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by CLEC-1 to BellSouth.

1.7   **Coordinated Environmental Plans and Permits.** BellSouth and CLEC-1 will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and CLEC-1 will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, CLEC-1 must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8   **Environmental and Safety Indemnification.** BellSouth and CLEC-1 shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2.   <u>CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES</u>

When performing functions that fall under the following Environmental categories on BellSouth's premises, CLEC-1 agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. CLEC-1 further agrees to cooperate with BellSouth to ensure that CLEC-1's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by CLEC-1, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

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2. <u>Categories for Consideration of Environmental Issues</u> (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to central office)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste Other maintenance work	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O

Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations	P&SM Manager - Procurement GU-BTEN-001BT, Chapter 4,
	All HazMat & Waste Asbestos notification protection of BST employees and equipment	GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Pollution liability insurance	Std T&C 450 Std T&C 660-3
	Manhole entry requirements	BSP 620-145-011PR Issue A, August 1996
	EVET approval of contractor	GU-BTEN-001BT, Chapter 10 RL9706008BT
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

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3.   **DEFINITIONS**

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

4.   **ACRONYMS**

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental
                        Coordinator

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

PERMANENT NUMER PORTABILITY

GENERAL

The FCC First Report and Order in FCC 96-286 requires "...all LECS to implement a long term service provider portability solution that meets our performance criteria in the 100 large Metropolitan Statistical Areas (MSA) no later then October 1, 1997, and to complete deployment in those MSAs by December 31, 1998, in accordance with a phased schedule set forth below." While the FCC declined "...to choose a particular technology for providing number portability", it did establish performance criteria that LECS must meet. The technology that meets the FCC's performance criteria is Location Routing Number (LRN). LRN is currently being used by the telecommunications industry to provide PNP.

TERMS, CONDITIONS UNDER WHICH BELLSOUTH SHALL PROVIDE PNP

A.   Service Provided

    1.   BellSouth provides at Intermedia's option, the use of the BellSouth PNP database via the Service Provider Number Portability (SPNP) Database Query. The CLEC's STP, tandem, and/or end office's LRN software will determine the need for, and triggers, the query. BellSouth's PNP database will determine if a number has, or has not, been ported and will provide LRN if a number is ported.

    2.   BellSouth will provide Intermedia the use of the BellSouth PNP database, PNP software, and SS7 network via the SPNP query.

    3.   BellSouth shall only provide PNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

    4.   BellSouth does not offer PNP services and facilities for NXX codes .

B.   Obligations of BellSouth

    1.   BellSouth will deploy LRN in the following MSAs per the timelines set forth by the FCC, unless such timelines are extended by the FCC.

    2.   After December 31, 1998, BellSouth will deploy LRN in other MSAs within six (6) months after receipt of Bona Fide Request.

C.   Obligations of Intermedia

1. *If purchasing the SPNP Database Query from BellSouth, Intermedia will access BellSouth's facilities via an SS7 link to the BellSouth STP.*

2. *If purchasing SPNP Query from BellSouth – Prearranged, Intermedia will advise BellSouth of the entry point(s) of queries to the SWBT network and provide a query forecast for each entry point.*

3. *Intermedia is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that they import and the associated data as identified in industry forums as being required for PNP.*

4. *When, after the initial deployment of PNP in an MSA, Intermedia shall submit a bona fide request to request that a BellSouth switch become LRN capable. The requested switch will be made LRN capable within a time frame stipulated by the FCC.*

5. *When Intermedia requests that an NXX in an LRN capable BellSouth switch to become portable, Intermedia shall follow the industry standard LERG procedure.*

6. *Intermedia shall be certified by the Regional NPAC prior to scheduling intercompany testing of PNP.*

7. *Intermedia shall adhere to BellSouth's Local Service Request format and PNP due date intervals.*

8. *Intermedia shall adhere to BellSouth's reserved number terms and conditions.*

D. *Obligations of Both Parties*

1. *When a ported telephone number becomes vacant, e.g., the telephone number is no longer in service by the original end user, th eported telephone number will be released back to the carrier owning the switch in which the telephone number's NXX is native.*

2. *Each party has the right to block default routed call entering a network in order to protect the public switched network from overload, congestion, or failure propagation as permitted under FCC order #98-82 released May 12, paragraph 21.*

3. *Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.*

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4.	Intr ?company testing shall be performed orior to scheduling to
inter company testing.

5.	Each Party will designate a single point of contact (SPOC) to
schedule and perform required testing.   These tests will be
performed during a mutually agreed time frame and must meet the
criteria set forth by the Southwest Region for porting.

6.	Each Party shall abide by NANC and SouthEast Region provisioning
and implementation process.

E.	Limitations Of Service

1.	Telephone numbers can be ported only within BellSouth toll rate
centers as approved by State Commissions.

2.	Telephone numbers in the following BellSouth NXXs shall not be
ported: wireless NXX, BellSouth Official Communications Services
(OCS) NXXs.

3.	Telephone numbers with NXXs dedicated to choke networks are not
portable via LRN. Choke numbers will be ported as described in
Section IV of this Appendix.

F.	Service Descriptions

1.	The switch's LRN software determines if the called party is in a
portable NXX. If the called party is in a portable NXX, a query is
launched to the PNP database to determine whether or not the called
number is ported.

2.	When the called number with a portable NXX is ported, LRn is
returned to the switch that launched the query.   Per industry
standards, the LRN appears in the CPN (Called Party Number) field
of the SS7 message and the called number then appears in the GAP
(Generic Address Parameter) field.

3.	When the called number with a portable NXX is not ported, the call is
completed as in the pre-PNP environment.

4.	The FCI (Forward Call Identifier) field's entry is changed from 0 to 1
by the switch triggering the query when a query is made, regardless
of whether the called number is ported or not.

5. *The N-1 carrier (N carrier is the responsible party for terminating call to the end user) has the responsibility to determine if a query si required, to launch the query, and to route the call to the switch or network in which the telephone number resides.*

6. *If Intermedia chooses not to fulfill their N-1 carrier responsibility, BellSouth will perform queries on calls to telephone numbers with portable NXXs received from the N-1 carrier and route the call to the switch or network in which the telephone number resides.*

7. *Intermedia shall be responsible for payment of charges to BellSouth for any queries made on the N-1 carrier's behalf.*

G. *Pricing*

The price of PNP queries shall be the same as those in Section 34 of the FCC No. 73 Access Services Tariff.

III. *INP TO PNP TRANSITION*

A. *BellSouth will deploy LRN in the switches requested as a result of the State Commission's poll of Intermedia's to name the switches in which they want LRN deployed.*

B. *Intermedia shall issue LSRs to change their existing INP accounts to PNP within 30 to 90 day window.*

C. *INP will not be provided in a BellSouth switch once LRN has been deployed in that switch.*

D. *The parties shall coordinate each MSA's transition from INP to PNP. When a service provider's INP lines exceed eight (8) in a an NXX and/or fifty (50) lines in a MSA, they shall send advance notice to the owner of the switches in which those TNs are homed indicating the volume of order involved in the INP to PNP transition.*

IV. *MASS CALLING CODES*

GENERAL

Mass calling codes, i.e., choke NXXs, are used in a network serving arrangement provided by BellSouth special circumstances where large number of incoming calls are solicited by an End User and the number of calls far exceeds the switching capacity of the terminating office, the number of lines avilable for terminating those call, and/or the STP's query capacity of the PNP database. The following two different sets of End User

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objectives usually create this condition: low call completion; and (b) high call completion.

Given the potentially hazardous effect calling conditions of this nature could have on the network, BellSouth will provide mass calling code portability using a non-LRN solution.

A. **Service Provided**

BellSouth will offer the ability to port telephone numbers with mass calling NXX code via the user of pseudo codes or route index numbers. In this non-LRN scenario, calls to the BellSouth mass calling NXX code will leave the originating end office over dedicated MF trunk groups to the BellSouth mass calling tandem. The mass calling tandem will then route the calls over dedicated MF trunks to the BellSouth choke serving central office (CSO). The CSO will translate the dialed mass calling number to a non-dialable pseudo code or a route index number that routes the call to the mass calling customer.

When Intermedia requests that BellSouth number with mass calling NXX code be ported to their network, BellSouth will build translations at the CSO to reroute the incoming calls to an Intermedia provided dedicated Direct Inward Dial (DID) MF trunk group from the CSO to Intermedia's office.

B. **Obligations of BellSouth**

BellSouth will port its numbers with mass calling NXXs upon request by Intermedia. Non-LRN porting will be done via pseudo code or route index translation in the BellSouth CSO rather than STP queries to the PNP database. This method of porting mass call number swill be use during both INP and PNP period in each market.

BellSouth will not charge Intermedia for the use of its choke network by Intermedia's mass calling customer. In exchange, BellSouth shall not be responsible to pay intercompany terminating compensation for terminating minutes of use (MOU) for ported choke calls.

C. **Obligations of Intermedia**

Intermedia shall agree to adhere to BellSouth's Local Service Request format and mass calling due date intervals.

Intermedia shall provide the facility and DID trunk group from BellSouth CSO to Intermedia's serving office. Intermedia shall size this one-way MF trunk group.

Intermedia shall forego any inter-company terminating MOU compensation for termination calls coming in on this trunk gourp.

D. *Intermedia Mass Calling Codes*

Should Intermedia assign a mass calling NXX codes (s) and establish a mass calling interface for traffic destine to its CSO9s), Intermedia shall home its CSO9s) on a BellSouth mass calling tandem and a similar mass calling trunking arrangement (one-way outgoing with MF signaling) will be provided from BellSouth's tandem to Intermedia. In order to allow the parties time to order and install such mass calling trunks, Intermedia shall provide BellSouth notification of its intention to deploy mass calling NXX code(s) at least 90 days before such codes are opened in the LERG. See Appendix ITR for more information regarding this mass local interconnection trunk group MF and SS7 trunk groups shall not be provided within a DS1 facility. A separate DS1 facility per signaling type must be used. Where BellSouth and Intermedia both provide mass calling trunking, both parties' mass calling trunks may ride the same dS1 facility.

E. *Limitations of Service*

Intermedia shall adhere to BellSouth's reserved number terms and condition. When a ported number with a mass calling NXX code becomes vacant, e.g., the ported number is no longer in service by the original end user, the ported number shall be released back to the carrier owning the switch in which the telephone number's NXX is native.

V. *PROVISION OF INP AND PNP BY INTERMEDIA TO BELLSOUTH*

Intermedia shall provide INP and PNP to BellSouth under no less favorable terms and conditions as when BellSouth provides services to Intermedia.

PERMANENT NUMBER PORTABILITY (PNP)
BONA FIDE REQUEST (BFR) PROCES

The Permanent Number Portability (PNP) Bona Fide Request (BFR) is a process which Competitive Local Exchange Carrier (CLECS) shall use to request that PNP be deployed.

- *In a Metopolitan Statistical Area (MSA) beyond the 100 largest MSAs in the country and;*

- *additional switch(es) in an MSA in which PNP has been deployed.*

Per the FCC First Report And Order And Further Notice Of Proposed Rulemaking (July, 1996 Section 65,66), switches that were not requested to be PNP capable in the initial PNP deployment in the top 100 MSA can be requested to be made PNP capable. The following time frames begin after an MSA's Phase end date has been reached:

1. *equipped remote switches within 30 days*
2. *hardware capable switches within 60 days*
3. *capable switches requesting hardware within 180 days*
4. *non-capable switches within 180 days*

These time frame begin after the receipt of a BFR.

REQUEST FOR INSTALLATION OF PNP SOFTWARE

The request to make one or more switches in an MSA PNP capable shall be made in the form of a letter from Intermedia to BellSouth Account Manager which shall specify the following:

- *The MSA in which requested switch(es) are located.*

- *The switch(es), by CLLI code, that are to become PNP capable.*

- *The date when PNP capability is requested with the FCC established time frames being the least amount of time.*

- *The projected quantity of queries that result from this new capability with a demand forecast per tandem or end office with which Intermedia interconnects.*

- *An initial response from BellSouth Account Manager, acknowledging receipt of the BFR and the date when requested switch(es) will be PNP capable, must be made to Intermedia within ten (10) business days of receipt of the BFR.*

ORDERING AND PROVISIONING

1. **Quality of Ordering and Provisioning**

1.1   BellSouth shall provide ordering and provisioning services to CLEC-1 that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

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

Monday - Friday - 8:00AM - 5:00PM   (excluding holidays)
(Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

Saturday   - 8:00 AM - 5:00 PM (excluding holidays)
(Resale/UNE non coordinated orders)

All other CLEC-1 requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extra-ordinary billing charges.

2. **Access to Operational Support Systems**

2.1   BellSouth shall provide CLEC-1 access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2   Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS). Customer record information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG. CLEC-1 agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that CLEC-1 will obtain access to customer record information only in strict

compliance with applicable laws, rules, or regulations of the State in which the service is provided.

2.3   Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides and Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

2.4   Service Trouble Reporting and Repair. Service trouble reporting and repair allows CLEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer CLEC-1 service trouble reporting in a non-discriminatory manner that provides CLEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLEC-1 an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers CLEC-1 access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5   Migration of CLEC-1 to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to meet regulatory and standard requirements and to improve operations. CLEC-1 will migrate with BellSouth to new electronic interface system releases. BellSouth will continue to support CLEC-1 on old releases for 60 days after the date of the release. If CLEC-1 is unable or does not want to migrate within that time frame, CLEC-1 will have the option of paying a fee to maintain the old platform. BellSouth will issue documents to CLEC-1 within sufficient notice to allow CLEC-1 to make the necessary changes to their systems and operations and allow CLEC-1 to migrate with BellSouth.

2.6   Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services. Charge for use of Operational Support Systems shall be as set forth in Attachment 11 of this agreement.

3.   Miscellaneous Ordering and Provisioning Guidelines

3.1   Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by CLEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if CLEC-, wishes to reinstate an order, CLEC-1 may be required to submit a new service order.

3.2   Single Point of Contact. CLEC-1 will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by CLEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. CLEC-1 and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders; provided, however, that such processes shall comply with applicable state and federal law, including until superseded the FCC guidelines applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by CLEC-1 to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify CLEC-1 that such an order has been processed, but will not be required to notify CLEC-1 in advance of such processing.

3.3   Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1   Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

3.3.1.2 Reuse the serving facility for the retail, resale service, or unbundled network element at the same location.

3.3.1.3 Notify CLEC-1 subsequent to the disconnect order being completed.

3.4   Contact Numbers. The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.

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

3.6   Cancellation Charges. If CLEC-1 cancels an order for UNE services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

BILLING AND BILLING ACCURACY CERTIFICATION

1. **Payment and Billing Arrangements**

1.1 **Billing.** Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that CLEC-1 requests. BellSouth will bill and record in accordance with this agreement those charges CLEC-1 incurs as a result of CLEC-1 purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.

1.1.1 If the CLEC-1 requests multiple billing media or additional copies of bills BellSouth will provide these at a reasonable cost.

1.2 **Master Account.** After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of CLEC-1. CLEC-1 shall make payment to BellSouth for all services billed less any disputed amounts. BellSouth is not responsible for payments not received by CLEC-1 from CLEC-1's customer. BellSouth will not become involved in billing disputes that may arise between CLEC-1 and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

1.4 **Payment Due.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last

non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

1.5 **Tax Exemption**. Upon proof of tax exempt certification from CLEC-1, the total amount billed to CLEC-1 will not include any taxes due from the end user. CLEC-1 will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.

1.6 **Miscellaneous**. As the customer of record for resold services, CLEC-1 will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

1.7 **Late Payment**. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.

1.8 **Access Charges for Resellers**. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to CLEC-1.

1.9 **End User Common Line Charge for Resellers**. Pursuant to 47 CFR Section 51.617, BellSouth will bill CLEC-1 end user common line charges identical to the end user common line charges BellSouth bills its end users.

1.10 **Discontinuing Service to CLEC-1**. The procedures for discontinuing service to CLEC-1 are as follows:

1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by CLEC-1 of the rules and regulations contained in BellSouth's tariffs.

1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to CLEC-1 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. In addition BellSouth may, at the same time, give thirty days notice to the person designated by CLEC-1 to receive notices of noncompliance, discontinue the provision of existing services to CLEC-1 at any time thereafter.

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

1.10.4   If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and CLEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to CLEC-1 without further notice.

1.10.5   If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, CLEC-1's services will be discontinued. Upon discontinuance of service on CLEC-1's account, service to the CLEC-1's end users will be denied. BellSouth will reestablish service at the request of the end user or CLEC-1 for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. CLEC-1 is solely responsible for notifying the end user of the proposed service disconnection.

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

1.11   Deposit Policy. When purchasing services from BellSouth, CLEC-1 will be required to provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of an Irrevocable Letter of Credit, Surety Bond or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

2.   Billing Disputes

2.1   Where the parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

2.1.1   Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

2.1.1.1   If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

2.1.1.2   If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution

2.2   If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

3.   <u>RAO Hosting</u>

3.1   RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to CLEC-1 by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

3.2   CLEC-1 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.

3.3   Applicable compensation amounts will be billed by BellSouth to CLEC-1 on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.

3.4   CLEC-1 must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from CLEC-1to the BellSouth RAO Hosting coordinator at least eight (8) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of CLEC-1 and will coordinate all associated conversion activities.

3.5   BellSouth will receive messages from CLEC-1 that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.

3.6   BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from CLEC-1.

3.7   All data received from CLEC-1 that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.

3.8   All data received from CLEC-1 that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).

3.9   BellSouth will receive messages from the CMDS network that are destined to be processed by CLEC-1 and will forward them to CLEC-1 on a daily basis.

3.10   Transmission of message data between BellSouth and CLEC-1 will be via CONNECT:Direct. .

3.11   All messages and related data exchanged between BellSouth and CLEC-1 will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.

3.12   CLEC-1 will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up

purposes for a period of three (3) calendar months beyond the related message dates.

3.13   Should it become necessary for CLEC-1 to send data to BellSouth more than sixty (60) days past the message date(s), CLEC-1 will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and CLEC-1 to notify all affected Parties.

3.14   In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or CLEC-1) identified and agreed to, the company responsible for creating the data (BellSouth or CLEC-1) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.

3.15   Should an error be detected by the EMI format edits performed by BellSouth on data received from CLEC-1, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify CLEC-1 of the error condition. CLEC-1 will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, CLEC-1 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

3.16   In association with message distribution service, BellSouth will provide CLEC-1 with associated intercompany settlements reports (CATS and NICS) as appropriate.

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

3.18   RAO Compensation

3.18.1 Rates for message distribution service provided by BellSouth for CLEC-1 are as set forth in Attachment 11 of this Agreement.

3.18.2   Rates for data transmission associated with message distribution service are as set forth in Attachment 11 of this Agreement.

3.18.3   Data circuits (private line or dial-up) will be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

3.18.4   All equipment, including modems and software, that is required on the CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

3.19   Intercompany Settlements Messages

3.19.1   This Section addresses the settlement of revenues associated with traffic originated from or billed by CLEC-1 as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between CLEC-1 and the involved company(ies), unless that company is participating in NICS.

3.19.2   Both traffic that originates outside the BellSouth region by CLEC-1 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by CLEC-1, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by CLEC-1, involves a company other than CLEC-1, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region. (NICS).

3.19.3   Once CLEC-1 is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system.

3.19.4   BellSouth will receive the monthly NICS reports from BellCore, its successor or assign, on behalf of CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 on a monthly basis.

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3.19.5   BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of CLEC-1. BellSouth will distribute copies of these reports to CLEC-1 on a monthly basis.

3.19.6   BellSouth will collect the revenue earned by CLEC-1 from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents ($0.05), on behalf of CLEC-1. BellSouth will remit the revenue billed by CLEC-1 to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents ($0.05), on behalf on CLEC-1. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

3.19.6   BellSouth will collect the revenue earned by CLEC-1 within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents ($0.05), on behalf of CLEC-1. BellSouth will remit the revenue billed by CLEC-1 within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents ($0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to CLEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and CLEC-1 agree that monthly netted amounts of less than fifty dollars ($50.00) will not be settled.

4.   **Optional Daily Usage File**

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

4.2   The CLEC-1 shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

4.3   The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a CLEC-1 customer.

Charges for delivery of the Optional Daily Usage File will appear on the CLEC-1s' monthly bills. The charges are as set forth in Attachment 11 of this Agreement.

4.4   The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

4.5   Messages that error in the billing system of the CLEC-1 will be the responsibility of the CLEC-1. If, however, the CLEC-1 should encounter significant volumes of errored messages that prevent processing by the CLEC-1 within its systems, BellSouth will work with the CLEC-1 to determine the source of the errors and the appropriate resolution.

4.6   The following specifications shall apply to the Optional Daily Usage Feed.

4.6.1   USAGE TO BE TRANSMITTED

4.6.1.1 The following messages recorded by BellSouth will be transmitted to the CLEC-1:

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

- measured billable Local

- Directory Assistance messages

- intraLATA Toll

- WATS & 800 Service

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (UNE only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

4.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

4.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to CLEC-1.

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4.6.1.4   In the event that CLEC-1 detects a duplicate on Optional Daily Usage File they receive from BellSouth, CLEC-1 will drop the duplicate message (CLEC-1 will not return the duplicate to BellSouth).

4.6.2   PHYSICAL FILE CHARACTERISTICS

4.6.2.1   The Optional Daily Usage File will be distributed to CLEC-1 via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.6.2.2   Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

4.6.3   PACKING SPECIFICATIONS

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

4.6.3.2   The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

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The data will be packed using ATIS EMI records.

4.6.4   PACK REJECTION

4.6.4.1   CLEC-1 will notify BellSouth within one business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. CLEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to CLEC-1 by BellSouth.

4.6.5   CONTROL DATA

CLEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate CLEC-1 received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by CLEC-1 for reasons stated in the above section.

4.6.6   TESTING

4.6.6.1   Upon request from CLEC-1, BellSouth shall send test files to CLEC-1 for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that CLEC-1 set up a production (LIVE) file. The live test may consist of CLEC-1's employees making test calls for the types of services CLEC-1 requests on the Optional Daily Usage File. These test calls are logged by CLEC-1, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

5.   <u>Access Daily Usage File</u>

5.1.   SCOPE OF AGREEMENT

5.1.1   This agreement shall apply to the service of the Access Daily Usage File (ADUF) as provided by BellSouth to CLEC-1. The specifications, terms and conditions for the provisions of this service are outlined in Exhibit A of this Agreement.

5.2.   DEFINITIONS

5.2.1   <u>Compensation</u> is the amount of money due from CLEC-1 to BellSouth for services provided under this Agreement.

5.2.2   <u>Access Daily Usage File (ADUF)</u> is the compilation of interstate and intrastate access messages associated with an unbundled port in standard Exchange Message Interface (EMI) format exchanged from BellSouth to CLEC-1.

5.2.3   <u>Exchange Message Interface</u> is the nationally administered standard format for the exchange of data within the telecommunications industry.

5.2.4   <u>Message Distribution</u> is routing determination and subsequent delivery of message data from one company to another.

5.3.   **RESPONSIBILITIES OF THE PARTIES**

5.3. 1   ADUF service provided to CLEC-1 by BellSouth will be in accordance v.ith the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.

5.3. 2   CLEC-1 shall furnish in a timely manner all relevant information required by BellSouth for the provision of the ADUF.

5.4.   **COMPENSATION ARRANGEMENTS**

5.4.1   Applicable compensation amounts will be billed by BellSouth to CLEC-1 on a monthly basis in arrears. Amounts due from CLEC-1 to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement. Rates for ADUF are as set forth in Attachment 11.

5.5.   **ASSOCIATED EXHIBIT**

5.5. 1   Listed below is the exhibit associated with this Agreement, incorporated herein by this reference.

     Exhibit A   Access Daily Usage File (ADUF)

5.5. 2   From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit(s) then in effect.

Exhibit A   Access Daily Usage File

1.   SCOPE OF EXHIBIT

1.1   Upon request from CLEC-1, BellSouth will provide the Access Daily Usage File service to CLEC-1pursuant to the rates, terms and conditions set forth in this exhibit.

2.   GENERAL INFORMATION

2.1   CLEC-1shall furnish all relevant information required by BellSouth f(the provision of the Access Daily Usage File.

2.2   The Access Daily Usage File will contain access records associated with an unbundled port that CLEC-1 has purchased from BellSouth. Charges for the Access Daily Usage File will be as set forth in Attachment 11.

Charges for delivery of the Access Daily Usage Feed will appear on CLEC-1's monthly bills.

2.3   All messages provided with the Access Daily Usage File will be in the standard Bellcore EMI record format.

2.4   Messages that error in the billing system of CLEC-1will be the responsibility of CLEC-1. If, however, CLEC-1should encounter significant volumes of errored messages that prevent processing by CLEC-1within its systems, BellSouth will work with CLEC-1to determine the source of the errors and the appropriate resolution.

3.   USAGE TO BE TRANSMITTED

3.1   The following messages recorded by BellSouth will be transmitted to CLEC-1:

- Interstate and intrastate access records associated with an unbundled port

- Undetermined jurisdiction access records associated with an unbundled port

3.2   BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to CLEC-1.

3.3   In the event that CLEC-1detects a duplicate on the Access Daily Usage File they receive from BellSouth, CLEC-1will drop the duplicate message (CLEC will not return the duplicate to BellSouth).

4.   FILE CHARACTERISTICS AND TRANSMISSION METHOD

4.1   The Access Daily Usage Feed will be distributed to CLEC-1via an agreed upon medium with CONNECT:Direct being the preferred transport method. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Access Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

4.2   Data circuits (private line or dial-up) may be required between BellSouth and CLEC-1 for the purpose of data transmission. Where a dedicated line is required, CLEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. CLEC-1 will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to CLEC-1. Additionally, all message toll charges associated with the use of the dial circuit by CLEC-1 will be the responsibility of CLEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on CLEC-1 end for the purpose of data transmission will be the responsibility of CLEC-1.

5.   PACKING SPECIFICATIONS

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

5.2   The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to CLEC-1 which BellSouth RAO that is sending the message. BellSouth and CLEC-1 will use the Invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by CLEC-1 and resend the data as appropriate.

        The data will be packed using ATIS EMI records.

6.   PACK REJECTION

6.1   CLEC-1 will notify BellSouth within one business day of rejected packs
        (via the mutually agreed medium). Packs could be rejected because of
        pack sequencing discrepancies or a critical edit failure on the Pack
        Header or Pack Trailer records (i.e. out-of-balance condition on grand
        totals, invalid data populated). CLEC-1 will not be required to return the
        actual rejected data to BellSouth. Rejected packs will be corrected and/or
        retransmitted to CLEC-1 by BellSouth.

7.   CONTROL DATA

7.1   CLEC-1 will send one confirmation record per pack that is received from
        BellSouth. This confirmation record will indicate CLEC-1 received the
        pack and the acceptance or rejection of the pack. Pack status Code(s)
        will be populated using standard Bellcore EMI codes for packs that were
        rejected by CLEC-1 for reasons stated in the above section.

8.   TESTING

8.1   Upon request from CLEC-1, BellSouth shall send test file(s) to CLEC-1 for
        the Access Daily Usage File. The parties agree to review and discuss the
        file's content or format.

Attachment 8

Rights-of-Way, Conduits and
Pole Attachments

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

BONA FIDE REQUEST/NEW BUSINESS REQUEST PROCESS

1.0   Bona Fide Request/New Business Requests are to be used when CLEC-1 makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet CLEC-1's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.

1.1   A Bona Fide Request/New Business Request shall be submitted in writing by CLEC-1and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a CLEC-1's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to CLEC-1's Account Executive.

PERFORMANCE MEASUREMENTS

TABLE OF CONTENTS

* These reports are subject to change due to regulatory requirements.

Function:	Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability
Measurement Overview:	As an initial step of establishing service the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.

Measurement Methodology:	1. Average OSS Response Interval = Sum [(Date & Time of Legacy Response) - (Date & Time of Request to Legacy)]/(Number of Legacy Requests During the Reporting Period)
	The response interval for retrieving pre-oruer/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for that day. The response interval starts when the client application (LENS for CLECs; RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period that take less than 2.3 seconds and the number that take more than 6 seconds are also captured.
	Definition: Average response time for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).
	2. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100 ·
	Definition: Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.

PRE-ORDERING AND ORDERING OSS

Reporting Dimensions:	Excluded Situations:
• Not CLEC specific. • Not product/service specific. • Regional Level	• None
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope	• Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISNET	Feature/Svc	x	x	x	x
OASIS	OASISBSN	Feature/Svc	x	x	x	x
OASIS	OASISCAR	Feature/Svc	x	x	x	x
OASIS	OASISLPC	Feature/Svc	x	x	x	x
OASIS	OASISMTN	Feature/Svc	x	x	x	x
OASIS	OASISOCP	Feature/Svc	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HALCRIS	CSR	x	x	x	x

COFFI	COFIUSOC	Feature/Svc	x	x	x	x
P/SIMS	PSIMSORB	Feature/Svc	x	x	x	x

PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

OSS Interface	% Availability
LENS	x
LEO Mainframe	x
LEO UNIX	x
LESOG	x
EDI	x
HAL	x
BOCRIS	x
ATLAS/COFFI	x
RSAG/DSAP	x
SOCS	x

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to applicable BST results, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary.

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Measurement Methodology:	1. Percent Flow-through Service Requests = (Total of Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100.

Definition: Percent Flow-through Service Requests measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention.

Methodology:
• Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98).
• BST mechanized order tracking.

2. Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.

Definition: Percent Rejected Service Requests is the percent of total orders received rejected due to error or omissions.

Methodology:
• Manual tracking for non flow-through service requests
• Mechanized tracking for flow-through service requests
• BST retail report not applicable.

3. Reject Interval = [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.

Definition: Reject Interval is the average reject time from receipt of service order request to distribution of rejection.

Methodology:
• Non-Mechanized Results are based on actual data from all orders.
• Mechanized Results are based on actual data for all orders from the OSS.
• BST retail report not applicable. |

ORDERING

| Measurement Methodology: | 4. Firm Order Confirmation Timeliness = [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)

Definition: Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.

Methodology:
• Non-Mechanized Results are based on actual data from all orders.
• Mechanized Results are based on actual data for all orders from the OSS.
• BST retail report not applicable.

5. Total Service Request Cycle Time = (Date & Time CLEC Service Requests placed in queue for completion) - (Date & Time CLEC Service Requests first reaches BST Interface) / Total Number of Service Requests

Definition: The average time it takes to process a CLEC service request, measured from the first time the request reaches the BST interface to the order being placed in queue for completion. Service Request Cycle Time captures both reject and commitment intervals. Results are also provided in four (4) increments within a 24 hour period, along with the percent greater than 24 hours.

Methodology:
• Mechanized tracking for flow-through orders

6. Service Requests Submissions per Request = (Total Service Requests that flow-through to the BST OSS) + (Total Rejects) / (Total Service Requests Received)

Definition: Measures the average number of times the same service request is resubmitted due to changes and/or updates.

Methodology:
• Mechanized tracking for flow-through service requests.
• BST retail report not applicable.

7. Speed of Answer in Ordering Center = (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.

Definition: Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment |

ORDERING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State and Regional Level • ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standards. • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode.	• Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State and Region	• Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State and Region

Percent Flow-Through Service Requests

	Mechanized LSRs		BST Flow -Through	
Local Interconnection Trunks	X		Residence	X
UNE	X		Business	X
Resale - Residence	X			
Res .e - Business	X			
Resale - Special	X			
UNE - Loops w/LNP	X			
Other	X			

Percent Rejected Service Requests

	Mechanized LSRs	Non-Mechanized LSRs

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Local Interconnection Trunks	X	X
UNE	X	X
Resale - Residence	X	X
Resale - Business	X	X
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other	X	X

ORDERING

Reject Distribution Interval and Average Interval

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks		
UNE	X	X
Resale - Residence	X	X
Resale - Business	X	X
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other	X	X

Firm Order Confirmation Distribution Interval and Average Interval

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks	X	X
UNE	X	X
Resale - Residence	X	X
Resale - Business	X	X
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other	X	X

Total Service Request Cycle Time

	Mechanized LSRs	Non-Mechanized LSRs
Local Interconnection Trunks	X	X
UNE	X	X
Resale - Residence	X	X
Resale - Business	X	X
Resale - Special	X	X
UNE - Loops w/LNP	X	X
Other	X	X

ORDERING

Service Request Submissions per Request

	Mechanized LSRs
Local Interconnection Trunks	
UNE	X
Resale - Residence	X
Resale - Business	X
Resale - Special	X
UNE - Loops w/LNP	X
Other	X

Speed of Answer in Ordering Center

	Ave. Answer time (Sec.) / month
LCSC	X
Residence Service Center	X
Business Service Center	X

PROVISIONING

Function:	Average Completion Interval and Order Completion Interval Distribution
Measurement Overview:	The "average completion interval" measure monitors the time required by BST to deliver integrateu and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.

Measurement Methodology:	1. Average Completion Interval = [(Completion Date & Time) - (Order Issue Date & Time)] / (Count of Orders Completed in Reporting Period) 2. Order Completion Interval Distribution = (Service Orders Completed in "X" days) / (Total Service Orders Completed in Reporting Period) X 100 The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST receipt of a syntactically correct order from the CLEC to BST's actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period. The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. *D&F orders where the CLEC serves as the agent for the end-user are included in this measurement.* For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. Definition: Average time from issue date of service order to actual order completion date. Methodology: • Mechanized metric from ordering system

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories are not applicable to trunks.	• Canceled Service Orders • Initial Order when supplemented by CLEC • Order Activities of BST associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Order Completion Date • Order Completion Time • Service Type • Activity Type • State and Region	• Report Month • Average Order Completion Interval • Order Completion by Interval • Service Type • Activity Type • State and Region

Order Completion Interval Distribution and Average Completion Interval

RESALE RESIDENCE	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
CLEC orders								
< 10 circuits	X	X	X	X	X	X	X	X
>= 10 circuits	X	X	X	X	X	X	X	X
BST orders								
< 10 circuits	X	X	X	X	X	X	X	X
>= 10 circuits	X	X	X	X	X	X	X	X
No Dispatch								
CLEC orders								
< 10 circuits	X	X	X	X	X	X	X	X
>= 10 circuits	X	X	X	X	X	X	X	X
BST orders								
< 10 circuits	X	X	X	X	X	X	X	X
>= 10 circuits	X	X	X	X	X	X	X	X

RESALE BUSINESS	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
CLEC orders								
< 10 circuits	X	X	X	X	X	X	X	X
>= 10 circuits	X	X	X	X	X	X	X	X
BST orders								
< 10 circuits	X	X	X	X	X	X	X	X
>= 10 circuits	X	X	X	X	X	X	X	X
No Dispatch								
CLEC orders								
< 10 circuits	X	X	X	X	X	X	X	X
>= 10 circuits								
BST orders								
< 10 circuits	X	X	X	X	X	X	X	X
>= 10 circuits								

PROVISIONING

Order Completion Interval Distribution and Average Completion Interval

UNE NON DESIGN	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	> 30	Average Completion Interval
Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

UNE DESIGN	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	> 30	Average Completion Interval
Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
No Dispatch								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

UNE LOOPS w/LNP	Same Day	1	2	3	4	5	>5	Average Completion Interval
Dispatch								
< 5 Circuits	X	X	X	X	X	X		X
>= 5 Circuits	X							X
	X	X	X	X	X	X		
	X							
No Dispatch								
< 5 Circuits	X	X	X	X	X	X		X
>= 5 Circuits	X							X
	X	X	X	X	X	X		
	X							

	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	>30	Average Completion Interval
LOCAL INTERCONNECTION TRUNKS	X	X	X	X	X	X	X	X

	0 - 5	6 - 10	11 - 15	16 - 20	21 - 25	26 - 30	>30	Average Completion Interval
Dispatch								
CLEC orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X
BST orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X		X	X	X	X
No Dispatch								
CLEC orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits								
BST orders								
< 10 Circuits	X	X	X	X	X	X	X	X
>= 10 Circuits	X	X	X	X	X	X	X	X

PROVISIONING

Function:	Held Order Interval Distribution and Mean Interval
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.

| Measurement Methodology: | 1. Mean Held Order Interval = (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.

This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. *Held orders due to end-user reasons are included and identified in this report.* For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.

2. Held Order Distribution Intervals

(# of Orders Held for 90 days) / (Total # of Orders Pending But Not Completed) X 100.

(# of Orders Held for 15 days) / (Total # of Orders Pending But Not Completed) X 100.

This "percentage orders held" measur · is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days.

Definition: Average time orders continue in a "non-complete" state for an extended period of time.

Methodology:
• Mechanized metric from ordering system. |

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • State and Region	• Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State and Region

Held Order Interval Distribution and Mean Interval

	%>=15 Days				%>=90 Days				Mean Interval
	Facilities	Equip.	Other	End User Reasons	Facilities	Equp	Other	End User Reasons	
Local Interconnection Trunks	X	X	X	X	X	X	X	X	X
UNE Non Design	X	X	X	X	X	X	X	X	X
UNE Design	X	X	X	X	X	X	X	X	X
Resale - Residence	X	X	X	X	X	X	X	X	X
Resale - Business	X	X	X	X	X	X	X	X	X
Resale - Design	X	X	X	X	X	X	X	X	X
UNE - Loops w/LNP	X	X	X	X	X	X	X	X	X
BST Retail Residence	X	X	X	X	X	X	X	X	X
BST Retail Business	X	X	X	X	X	X	X	X	X
BST Retail Design	X	X	X	X	X	X	X	X	X

PROVISIONING

Function:	**Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.**
Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	1. Average Jeopardy Interval = [(Date and Time of Scheduled Due Date on Service Order) - (Date and Time of Jeopardy Notice)]/[Number of Orders in Jeopardy in Reporting Period). 2. Numbers of Orders Given Jeopardy Notices in Reporting Period/Number of Orders in Reporting Period.

Reporting Dimensions:	Excluded Situations:

• CLEC Specific • CLEC Aggregate • State and Regional Level	• Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type	• No BST Analog Exists

Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.

	Average Interval of Prior Notification (Hours)	Percent Orders in Jeopardy
Local Interconnection Trunks	X	X
Resale Residence	X	X
Resale Business	X	X
Resale Design	X	X
UNE Loops with LNP	X	X
UNE	X	X

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PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	1. Percent Missed Installation Appointments = (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100

Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. *Missed Appointments caused by end-user reasons will be included and reported separately.*

Definition: Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement

Methodology:
• Mechanized metric from ordering system

2. % Provisioning Troubles within 30 days of Service Order Activity = (Trouble reports on Services installed 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100

Definition: Measures the quality and accuracy of completed orders

Methodology:
Mechanized metric from ordering and maintenance systems. |

PROVISIONING

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• CLEC End User Reasons (Jeopardy Notification only) • BST End User Reasons (Jeopardy Notification only) • Orders canceled by the CLEC • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:

- Report Month
- BST Order Number
- Order Submission Date
- Order Submission Time
- Status Type
- Status Notice Date
- Status Notice Time
- Standard Order Activity
- State and Region Level

PROVISIONING

Percent Missed Installation Appointments

	Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
	CLEC BST	CLEC BST	CLEC BST	CLEC BST	CLEC BST	CLEC BST	CLEC BST	CLEC BST
Local Interconnection Trunks (Total Only)								
- Total								
UNE Non Design					X X	X X	X X	X X
- Total								
UNE Design					X X	X X	X X	X X
- Total								
Resale - Residence					X X	X X	X X	X X
- Total								
Resale - Business					X X	X X	X X	X X
- Total								
Resale - Design					X X	X X	X X	X X
- Total								
UNE - Loops w/LNP	X X	X X	X X	X X				
- Total								

Percent Missed Installation Appointments—*End User Caused Missed Appointments*

	Dispatch		No-Dispatch		Dispatch		No-Dispatch	
	<5 ckts	>=5 ckts	<5 ckts	>=5 ckts	<10 ckts	>=10 ckts	<10 ckts	>=10 ckts
	CLEC BST	CLEC BST	CLEC T BST	BST	CLEC BST	CLEC BST	CLEC BST	CLEC BST
Local Interconnection Trunks (Total Only)								
- Total								

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UNE Non Design									x	x	x	x	x	x	x	x
- Total																
UNE Design									x	x	x	x	x	x	x	x
- Total																
Resale - Residence									x	x	x	x	x	x	x	x
- Total																
Resale - Business									x	x	x	x	x	x	x	x
- Total																
Resale - Design									x	x	x	x	x	x	x	x
- Total																
UNE - Loops w/LNP	x	x	x	x	x	x	x									
- Total																

PROVISIONING

Percent Provisioning Troubles within 30 days of Installation

	Dispatch	No-Dispatch	Total Only
Local Interconnection Trunks (CLEC & BST)			x
UNE Non Design	x	x	
UNE Design	x	x	
Resale - Residence	x	x	
Resale - Business	x	x	
Resale - Design	x	x	
UNE - Loops w/LNP	x	x	
BST Retail Residence	x	x	
BST Retail Business	x	x	
BST Retail Design	x	x	

PROVISIONING

Function:	Coordinated Customer Conversions
Measureme nt Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement only applies to service orders with and without LNP and where the CLEC has requested BST to provide a coordinated cut-over

Measurement Methodology:	1. Average Coordinated Customer Conversion Interval = [[(Completion Date and Time for Cross Connection of an Unbundled Loop/with LNP)- Disconnection Date and Time of an Unbundled Loop/ with LNP)]] / Total Number of Unbundled Loop Orders with/LNP for the reporting period.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • State and Regional Level	• Any order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Any order where the CLEC has not requested a coordinated cut over • Unbundled Loops where there is no existing subscriber loop
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type	• No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
UNE Loops without LNP	X
UNE Loops with LNP	X

PROVISIONING

Function:	Average Completion Notice Interval
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	1. Average Completion Notice Interval = Σ[(Date & Time of Notice of Completion) - (Date & Time of Work Completion)] / (Number of Orders Completed in Reporting Period) Definition: The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.

Reporting Dimensions:	Excluded Situations:
• Under Development	• Under Development
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Under Development	• N/A

Average Completion Notice Interval
Reported Month:

	Average Interval
CLEC A	
CLEC AGGREGATE	
- Resale Residence	X
- Resale Business	X
- Resale Special	X

MAINTENANCE & REPAIR

Function:	OSS Response Interval
Measurement Overview:	• This measure is designed to monitor the time required for the CLEC interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. This measure also addresses the availability of the OSS interface for repair and maintenance.
Measurement Methodology:	1. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100 Definition: This measure shows the percentage of time the OSS interface is actually available compared to scheduled availability. Availability percentages for the CLEC and BST interface systems and for legacy systems accessed by them are captured. Methodology: Mechanized reports from OSSs. 2. OSS Response Interval =Access Times in Increments of Less Than or Equal to 4 Seconds, Greater Than 4 Seconds but Less Than or Equal to 10 Seconds, Less Than or Equal to 10 Seconds, Greater Than 10 Seconds, or Greater Than 30 Seconds. Definition: Response intervals are determined by subtracting the time a request is submitted from the time the response is received. Percentages of requests falling into the categories listed above are reported, along with the actual number of requests falling into those categories. This measure provides a method to compare BST and CLEC response times for accessing the legacy data needed for maintenance & repair functions. Methodology: Mechanized reports from OSSs.

OSS Maintenance and Repair Interface Availability

OSS Interface	% Availability
CLEC TAFI	X
BST TAFI	X
LMOS Host	X
MARCH	X
SCCS	X

MAINTENANCE & REPAIR

OSS MAINTENANCE AND REPAIR RESPONSE INTERVAL

Transaction Name	Transaction Totals			Average Response Time														
				≤ 4 Seconds			> 4 and ≤ 10 Seconds			≤ 10 0 Sec.			> 10 Sec.			> 30 Sec.		
	CLEC	BST BUS	BST RES	CLEC	BST BUS	BST RES	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS	CLEC	BST RES	BST BUS
CRIS																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLETH																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
DLR																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
OSPCM																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOS																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LMOSupd																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
MARCH																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Predictor																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
SOCS																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
LNP																		
- Count	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
- % of Total				X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Function:	Average Answer Time - Repair Centers

Measurement Overview:	• This measure s monitors that BSTs handling of support center calls from CLECs -are comparable with support center calls by BST's retail customers.
Measurement Methodology:	1. Average Answer Time for BST's Repair Centers = (Total time in seconds for BST's Repair Centers response) / (Total number of calls) by reporting period Definition: This measure demonstrates an average response time for the CLEC to contact a BST representative Methodology: Mechanized report from Repair Centers Automatic Call Distributors.

Average Answer Time - Repair Centers

	Average Answer Time/Month in Seconds			
	Business Repair Center	BST Resale Repair Center	Residence Repair Center	UNE Center
Region Total	X	X	X	X

MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100. Definition: Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Methodology: Mechanized metric from maintenance database(s).

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with internal or administrative service

Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level

Missed Repair Appointments

	Total	Dispatch		No-Dispatch	
		CLEC/EU	BST	CLEC/EU	BST
Local Interconnection Trunks **					
- Total					
Resale - Residence	X	X	X	X	X
- Total		X		X	
Resale - Business	X	X	X	X	X
- Total		X		X	
Resale - Design **					
- Total					
UNE Design **					
- Total					
UNE Non Design	X	X	X	X	X
- Total		X		X	
BST Local Interconnection Trunks **					
Retail Residence	X	X		X	
Retail Business	X	X		X	
Retail Design **	X	X		X	

Note** Customer Trouble Reports related to Interconnection Trunks and Design services are not given appointments, but are handled on a priority first in, first out basis

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.

Measureme nt Methodolog y:	1. Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles. The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period. Definition: Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service. Methodology: Mechanized metric for trouble reports and lines in service.

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level	• Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level

MAINTENANCE & REPAIR

Customer Trouble Report Rate

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X
UNE Loop w/LNP		X	X

Function:	Quality of Repair & Time to Restore
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.

Measurement Methodology:	3. Maintenance Average Duration = (Total Duration Time from the Receipt to the Clearing of Trouble Reports) / (Total Troubles)
	4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Troubles) X 100
	5. Out of Service (OOS) > 24 Hours = (Total Troubles OOS > 24 Hours) / (Total OOS Troubles) X 100
	Definition: For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours.
	For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported.
	For Average Duration: Average time from the receipt of a trouble until the trouble is cleared.
	Methodology: Mechanized metric from maintenance database(s).

MAINTENANCE & REPAIR

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate • State and Regional Level	• Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level	• Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State and Region Level

MAINTENANCE & REPAIR

Maintenance Average Duration

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	.	X
UNE Design	X	X	X
UNE Non Design	X	X	X
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Percent Repeat Trouble within 30 Days

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

Out of Service more than 24 Hours

	Dispatch	No Dispatch	Total
Local Interconnection Trunks	X	X	X
Resale Residence	X	X	X
Resale Business	X	X	X
Resale Design	X	X	X
UNE Design	X	X	X
UNE Non Design	X	X	X
BST			
Local Interconnection Trunks	X	X	X
Retail Residence	X	X	X
Retail Business	X	X	X
Retail Design	X	X	X

BILLING

Function:	Invoice Accuracy & Timeliness
Measureme nt Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measureme nt Methodolo gy:	1. Invoice Accuracy = [(Total Billed Revenues during current month) - (/Total Adjustment Revenues during current month/) / Total Billed Revenues during current month] x 100 This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month.

2. Mean Time to Deliver Invoices = Σ[(Invoice Transmission Date) - (Date of Scheduled Bill Close)] / (Count of Invoices Transmitted in Reporting Period) This measure provides the mean interval for the delivery of billing invoices, beginning with the day after the scheduled bill cycle close. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days.

Objective: Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. |

Reporting Dimensions:	Excluded Situations:
• CLEC Specific • CLEC Aggregate • BST Aggregate	• Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Monthly • Invoice Type ■ Resale ■ Unbundled Element Invoices (UNE) ■ Interconnection	• Report Monthly • Retail Type ■ CRIS ■ CABS

Invoice Accuracy

Reported Month:

Invoice Type:

	Total Billed Revenues	Total Adjustment Revenues	% Accuracy

CLEC A	X	X	X
CLEC AGGREGATE	X	X	X
BST AGGREGATE	X	X	X

Invoice Timeliness

Reported Month:

Invoice Type:		% CRIS Bills Released (by 6ᵗʰ Workday)	% CABS Bills Released (By 8ᵗʰ Workday)
CLEC Specific Region			
CLEC Aggregate Region			
- Resale		X	
- UNE		X	
- Interconnection			X
BST Aggregate			
Region		X	X

BILLING

Function:	Usage Data Delivery Accuracy, Timeliness & Completeness
Measureme nt Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.

Measureme nt Methodolo gy:	1. **Usage Data Delivery Accuracy** = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month
	This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.
	2. **Usage Data Delivery Completeness** = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) / (Total number of Recorded usage records delivered during the current month)
	This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS.
	3. **Usage Data Delivery Timeliness** = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)
	This measurement provides percentage of recorded usage data(BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS.
	Objective: The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded by other carriers) to the appropriate CLEC.
	Methodology: The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. Timeliness and completeness measures are reported on the same report.

BILLING

Reporting Dimensions:	Excluded Situations:
• CLEC Aggregate • CLEC Specific • BST Aggregate	• None
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Monthly
• Record Type
   ■ BellSouth Recorded
   ■ Non-BellSouth Recorded
	• Report Monthly
	• Record Type

Usage Data Delivery Accuracy
Reported Month:

Reported Month	Total Data Packs Sent	Total Packs Requiring Retransmission	% Accuracy
CLEC A	X	X	X
CLEC Aggregate	X	X	X
BST Aggregate	X	X	X

Usage Records Timeliness and Completeness
Report Period:

CLEC A			CLEC Aggregate			BST Aggregate		
Days Delay	Total Volume	Cumulative %	Days Delay	Total Volume	Cumulative %	Days Delay	Total Volume	Cumulative %
X	X	X	X	X	X	X	X	X
X	X	X	X	X	X	X	X	X

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Function:	Speed to Answer Performance
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services with Toll Assisted Calls or Directory Assistance on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers, for equivalent local services. The same facilities and operators are used to handle BST and CLEC customer calls, as well as inbound call queues that will not differentiate between BST & CLEC service.

Measureme nt Methodolo gy:	**1. Average Speed to Answer (Toll) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **2. Percent Answered within "X" Seconds (Toll) =** Derived by converting the Average Speed to Answer (Toll) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than ten seconds. **3. Average Speed to Answer (DA) =** Σ (Total Call Waiting Seconds) / (Total Calls Served) **4. Percent Answered within "X" Seconds (DA) =** Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twelve seconds. **Definition:** Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame. **Methodology:** The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers. The Percent Answered within ten and twelve seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within ten/twelve seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates. Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Reporting Dimensions:	Excluded Situations:
• Toll Assistance (Toll) in Aggregate • Directory Assistance (DA) in Aggregate • State	• Calls abandoned by customers prior to answer by the BST Toll or DA operator

Data Retained (On Aggregate Basis):	
• Month • Call Type (Toll or DA) • Average Speed of Answer	

Report Formats:
Separate Reports will be produced for Each State in the BellSouth Region:

Operator Services: Toll & Directory Assistance

REPORT: OPERATOR SERVICES TOLL AND DIRECTORY ASSISTANCE
REPORT PERIOD: XX/XX/19XX - XX/XX/19XX
STATE:

	AVERAGE SPEED TO ANSWER (SECONDS)	% ANSWERED WITHIN "X" SECONDS
TOLL ASSISTANCE	X	% within 30 seconds
DIRECTORY ASSISTANCE	X	% within 20 seconds

E911

Function:	Timeliness and Accuracy
Business Implications:	• BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and retail customers by correctly processing all orders for E911 database updates. The 911 database update process ensures that the CLEC's updates are handled in parity with BST's updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. These updates are processed within 24 hours. • CLECs ordering unbundled switching and facility-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement. • When BST retail or resale records experience errors in SCC's system, the errors are not returned to BST for correction. Instead, SCC handles and corrects all errors within 24 hours for both CLEC resale records and BST retail records. • BellSouth through its E911 third party vendor provides accuracy and timeliness measurements for BST and its CLEC resale customers. In addition, BellSouth through its E911 third party vendor provides an accuracy and timeliness report for CLECs ordering unbundled switching and facilities-based CLECs.
Measurement Methodology:	1. E911 Timeliness = (Number of Confirmed Orders) - (Number of Orders missed in Reporting Period) / (Number of Orders Confirmed in Reporting Period) X 100 Definition: Measures the percentage of E911 database updates within a 24-hour period. Methodology: Mechanized metric from ordering system 2. E911 Accuracy = (Total number of SOIR orders for E911 updates) - [Total number of Service Order Interface Records (SOIRs) with errors generated from Daily TN activity (based on the E911 Local Exchange Carrier Guide for Facility-Based Providers)	/ (Total number of SOIR orders for E911 updates) X 100 Definition: Measures the percentage of accurate 911 database updates Methodology: Mechanized metric from ordering system

Reporting Dimensions:	Excluded Situations:
• BST Aggregate (includes CLEC resale customers) • State and Regional Level	• Any order canceled by the CLEC. • Order Activities of BST associated with internal or administrative use of local services
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**
• Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • State and Region	• Report Month • Error Type • Average number of error • Standard Order Activity • State and Region

E911

E911 Timeliness

	E911 Timeliness % within 24 Hours
CLEC A	X
CLEC AGGREGATE	X
BST AGGREGATE	X

E911 Accuracy

	E911 Accuracy %
CLEC A	X
CLEC AGGREGATE	X
BST AGGREGATE	X

TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measureme nt Overview:	In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measureme nt Methodolo gy:	1. **Trunk Group Service Summary**: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate. Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours. 2. **Trunk Group Service Detail**: Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN). Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%. Measured Blocking =[(Total number of Blocked Calls)/(Total number of Attempted Calls)] X 100

Reporting Dimensions:	Excluded Situations:
• BST Trunk Group Aggregate • CLEC Trunk Group Aggregate • CLEC Trunk Group Specific • State and Region Level	• Trunk Groups for which valid traffic data measurement unavailable.
Data Retained Relating to CLEC Experience:	**Data Retained Relating to BST Performance:**

• Report Month	• Report Month
• Total Trunk Groups	• Total Trunk Groups
• Total Trunk Group for which data available	• Total Trunk Group for which data available
• Threshold exceptions	• Threshold exceptions
• Exceptions percent of the total	• Exceptions percent of the total
• State and Region Level	• State and Region Level
• Exception Trunk detail	• Exception Trunk detail

TRUNK GROUP PERFORMANCE

1. Trunk Group Service Summary

CLEC 1

Region

BST Administered	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x
CLEC Administered											
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x

CLEC Aggregate

Region

BST Administered	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	/	x	x	x	x	x	x	x
CLEC Administered											
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x

TRUNK GROUP PERFORMANCE

BellSouth CTTG Trunk Group											Region
BST Administered	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 2% observed blocking	x	x	x	x	x	x	x	x	x	x	x

BellSouth Local Network											Region
BST Administered	AL	GA	KY	LA	MS	NC	NF	SC	SF	TN	TOTAL
Total Trunk Groups:	x	x	x	x	x	x	x	x	x	x	x
Trk Grps Meas/Proc:	x	x	x	x	x	x	x	x	x	x	x
Tot Grps > 3% observed blocking	x	x	x	x	x	x	x	x	x	x	x

3. Trunk Group Service Detail

CLEC

ORDERED	TGSN	BST SWITCH	CLEC POT	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X	X

BST Common Transport Trunk Group

ORDERED	TGSN	TANDEM	END OFFICE	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X	X

BST Local Network

ORDERED	TGSN	A-End	Z-End	DESC	OBSVD MAX BLKG	HR	TKS	VAL DAYS	NBR RPTS	RMKS
X	X	X	X	X	X	X	X	X	X	X

TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type

Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination(POT)of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)

DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric

TRUNK GROUP PERFORMANCE

Trunking Definitions (Continued)

Field Name	Description	Data Type
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

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COLLOCATION

Function:	Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.
Measurement Overview:	Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. BellSouth offers both Virtual and Physical Collocation and will report its performance on these offerings separately. The milestones in the process for which measurements will be provided is: the average time to respond to a request after we have the complete application; the average time between receiving the bona fide firm order until the space is turned over to the CLEC; and the percentage of due dates on firm orders missed.
Measurement Methodology:	1. Average Response Time = (Request Response Date & Time) - (Request Submission Date & Time)/Count of Request submitted in Reporting Period.
	Definition: Measures the average time from the receipt of a complete and accurate Collocation Request (including receipt of Application Fees) to the date BellSouth responds in writing.
	Methodology: Manual
	2. Average Arrangement Time = (Date & Time Collocation Arrangement is Complete) - (Date & Time Order for Collocation Arrangement submitted)/Total Numbers of Collocation Arrangements Completed during Reporting Period.
	Definition: Measures the Average Time from the receipt of complete and accurate Firm Order (including Fees) to date BellSouth completes the Collocation Arrangement [Called "BellSouth complete date". Assumes space and construction complete and network infrastructure complete.]
	Methodology: Manual
	3. % of Due Dates Missed = (Number of Orders not completed w/i ILEC committed Due Date during reporting period) / (Number of Orders scheduled for completion in reporting period) X 100.
	Definition: Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date. Methodology: Manual

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Reporting Dimensions:	Excluded Situations:
• State and Regional Level • Virtual • Physical	• Any order canceled by the CLEC. • Time for BST to obtain any permits • Collocation contract negotiations
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Report Month • CLEC Order Number • Application Submission Date • Firm Order Submission Time • Space Acceptance Date	• Report Month • Application • Application Response • Firm Order • BST Completion Data

Appendix A: Reporting Scope

Standard Service Groupings	*Pre-Order, Ordering*
	• **Resale Residence**
	• **Resale Business**
	• **Resale Special**
	• Local Interconnection Trunks
	• **UNE**
	• UNE - Loops w/LNP
	Provisioning
	• UNE Non-Design
	• UNE Design
	• UNE Loops w/LNP
	• Local Interconnection Trunks
	• **Resale Residence**
	• **Resale Business**
	• **Resale Design**
	• BST Trunks
	• BST Residence Retail
	• BST Business Retail
	Maintenance and Repair
	• Local Interconnection Trunks
	• UNE Non-Design
	• UNE Design
	• **Resale Residence**
	• **Resale Business**
	• BST Interconnection Trunks
	• BST Residence Retail
	• BST Business Retail
	Local Interconnection Trunk Group Blockage
	• BST CTTG Trunk Groups
	• CLEC Trunk Groups

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Appendix A: Reporting Scope

Standard Service Order Activities *These are the generic BST/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.*	• New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
Pre-Ordering Query Types:	• Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
Report Levels	• CLEC State • CLEC Region • Aggregate CLEC State • Aggregate CLEC Region • BST State • BST Region

A	ACD	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.
	AGGREGATE	Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.
	ASR	Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.
	ATLAS	Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.
	ATLASTN	ATLAS software contract for Telephone Number
B	BILLING	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.
	BOCRIS	Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database.
	BRC	Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers.
	BST	BellSouth Telecommunications, Inc.

C	CKTID	A unique identifier for elements combined in a service configuration
	CLEC	Competitive Local Exchange Carrier
	CMDS	Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies.
	COFFI	Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs.
	COFIUSOC	COFFI software contract for feature/service information
	CRIS	Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services.
	CRSACCTS	CRIS software contract for CSR information
	CSR	Customer Service Record
	CTTG	Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.

D	DESIGN	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities
	DISPOSITION & CAUSE	Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.
	DLETH	Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS
	DLR	
	DOE	Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.
	DSAP	Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format.
	DSAPDDI	DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs.
		DSAP software contract for schedule information
E	E911	Provides callers access to the applicable emergency services bureau by
	EDI	dialing a 3-digit universal telephone number.
		Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FLOW-THROUGH	In the context of this document, orders that are processed mechanically without human intervention.
	FOC	Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	HAL	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.
	HALCRIS	HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		

L	LCSC	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.
	LEGACY SYSTEM	Term used to refer to BellSouth Operations Support Systems (see OSS)
	LENS	Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.
	LEO	Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format.
	LESOG	Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.
	LMOS	Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities.
	LMOS HOST	LMOS host computer
	LMOSupd	LMOS updates
	LNP	Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.
	LOOPS	Transmission paths from the central office to the customer premises.
	LSR	Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved.
	MARCH	A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.
N	NC	"No Circuits" - All circuits busy announcement

O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	
	OASISCAR	OASIS software con'ract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
	ORDERING	OASIS software contract for feature/service
		The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	
	OSS	Outside Plant Contract Management System - Provides Scheduling Information.
		Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	
		Customer has no dial tone and cannot call out.

P	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service
Q		
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search

Appendix B: Glossary of Acronyms and Terms

S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process.
	SOIR	Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.

T	TAFI TN	Trouble Analysis Facilitation Interface - The BellSouth Operations System which supports trouble receipt center personnel in taking and handling customer trouble reports. Telephone Number
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Exhibit A – Additional Performance Measures

Product Category	***Installation			***Network Availability			***M Tim Rep
	**Target Intervals	BST performance to self/affiliates	BST performance for intermedia	**Target Intervals	BST performance to self/affiliates	BST performance for intermedia	**T inte
*Resale							
Frame Relay				99.7%			2 1/2
1FBs				99.7%			2 1/2
XDSL	TBD			99.7%			2 1/2
*UNE Loops							
DSO	5 - 7	25% less time?		99.7%			2 1/2
DS1	5 - 7			99.7%			2 1/2
DS3	5 - 7			99.7%			2 1/2
UNE Interoffice Transport							
DSO	5 - 7			99.7%			2 1/2
DS1	5 - 7			99.7%			2 1/2
DS3	5 - 7			99.7%			2 1/2
OC-3	TBD			99.7%			2 1/2
OC-12	TBD			99.7%			2 1/2
OC-48	TBD			99.7%			2 1/2

*New Service/Install additional service.

**Target interval agreed to initially by parties, going forward to be trued up quarterly based on historical performance of B affiliates of BellSouth performance to intermedia, whichever is better. For UNEs, target interval and Bc."South performan comparative retail service tariff commitments. Target intervals are measured in business days.

***Tracked at regional and state level unless required at lower level by FCC/State commissions.

Exhibit B
Explanation of Measures/Standards:

- *Calculations based on average intervals consistent with proposed SQM.*

- *Tracking of UNEs consistent with agreement provisions (for example: trigger for tracking a UNE will be at time UNE is actually ordered by Intermedia).*

- *XDSL will be tracked consistent with the agreement provisions trigger for tracking at the time service is order by Intermedia. XDSL category will be broken out by service type. (HDSL, ADSL etc...) consistent with BellSouth resale offering types.*

Non-Performance Provisions (NNPs):

- *Falling adoption of provisions by the FCC or State Commissions, the following NNP's will be assessed to BellSouth for performance to Intermedia that is not in parity to what BellSouth provides to itself or its affiliates.*

- *For any one month, or initial period, that BellSouth is out of parity from target by 30% or for any three month period when BellSouth is out of parity from target by 10% financial penalties will be imposed until parity is reached. For example: resold frame relay – if the target interval for installation is 5 business days, financial penalties will be imposed if the interval is out of parity by 4.5 days in any given monthly period or by 1 ½ days in 3 consecutive monthly periods.*

- *Penalty assessed for any one month period where BellSouth is out of parity on new installations or new additions is 20% of that month's non-recurring charges.*

- *Penalty assessed to BellSouth if out of parity for three consecutive months on installations or additions is 20% of that period's non-recurring charges.*

- *Penalties associated with repairs use the same formula for the one and three month parity provisions but refunds will be based on recurring charges. For example: If BellSouth is not in parity by 30% or more in any given month, the penalty assessed will be 5% of the total monthly billing for that product category and will continue until parity is reached.*
- *For repair provisions out of parity by 10% or more for a three month period, the penalty will be assessed at 2 ½ % of the monthly recurring charge for the service category in that three month period and will continue until parity is reached.*

ALABAMA

PRICING

1. ### General Principles

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

2. ### Local Service Resale

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

Residential Service	16.3%
Business Service:	16.3%

3. ### Unbundled Network Elements

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

4. ### Compensation For Local Interconnection (Call Transport and Termination)

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

    ~~The interim prices that CLEC-1 and BellSouth shall pay are as set forth in Table 1.~~

5. ### Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2   Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6.   **Local Number Portability**

The interim prices for interim number portability are set forth in Table 12.

7.   **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 13.

8.   **Electronic Interfaces**

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

9.   **True-up**

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

10.   **Operational Support Systems (OSS) Rates**

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per electronic order	Surcharge for manually placed orders
ALABAMA	$100.00	$50.00	$10.80	$22.00

BELLSOUTH/CLEC INTERIM RATES - ALABAMA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true-up)

NRC - NID per 2-Wire Loop—Incremental Manual Svc Order—1st	NA
NRC - NID per 2-Wire Loop—Incremental Manual Svc Order—Add'l	NA
NRC - NID per 2-Wire Loop—Incremental Manual Svc Order—Disconnect	NA
NRC - NID per 4-Wire Loop—Incremental Manual Svc Order—1st	NA
NRC - NID per 4-Wire Loop—Incremental Manual Svc Order—Add'l	NA
NRC - NID per 4-Wire Loop—Incremental Manual Svc Order—Disconnect	NA
NID (all types), per month	$0.63
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	$5.00

2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—1st	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—1st	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Disconnect	NA
2-Wire Analog VG Loop, per month	$18.00
NRC - 1st	$55.20
NRC - Add'l	$55.20
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$28.80
NRC - 1st	$55.20
NRC - Add'l	$55.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$28.80
NRC - 1st	$55.20
NRC - Add'l	$55.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month	$28.80
NRC - 1st	$55.20
NRC - Add'l	$55.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	$28.80
NRC - 1st	$55.20
NRC - Add'l	$55.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	$28.80
NRC - 1st	$55.20
NRC - Add'l	$55.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA

NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$64.19
NRC - 1st	$675.00
NRC - Add'l	$315.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-1st	NA
NRC - Incremental Cost—Manual Svc Order-Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Concentration - Channelization Svs (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

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NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Svc-Dig Loop Carrier per Mo. (DS1 to VG), per month	$400.00
NRC - 1st	$525.00
NRC - Add'l	$525.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.15
NRC - 1st	$8.00
NRC - Add'l	$8.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog Line Port (Res., Bus.), per month	$2.50
NRC - 1st (all types)	$50.00
NRC - Add'l (all types)	$18.00
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	$130.23
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA

NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Port(2) (3), per month	$11.91
NRC - 1st	$150.00
NRC - Add'l	$120.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	$308.00
NRC - 1st	$230.00.
NRC - Add'l	$200.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	$0.25
NRC - 1st	$3.00
NRC - Add'l	$3.00
Coin Port, per month	$4.00
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA

Subsequent Order Charge—Electronic	NA
Subsequent Order Charge—Incremental Cost—Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0017
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function, per mou	$0.0015
Tandem Interoffice Trunk Port—Shared, per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	$0.0015
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00004
Common (Shared) Transport Facilities Termination per mou	$0.00036
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS0 - 64/4 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$38.37
NRC - 1st	$25.00
NRC - Add'l	$25.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA

NRC - 1st	NA
NRC - Add'l	NA
Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$30.00
Per mile per month	$2.05
NRC 1st	$97.00
NRC Add'l	$97.00
9-25 Miles, Fixed per month	$30.00
Per mile per month	$2.00
NRC 1st	$97.00
NRC Add'l	$97.00
Over 25 Miles, Fixed per month	$30.00
Per mile per month	$1.95
NRC 1st	$97.00
NRC Add'l	$97.00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
Virtual Collocation	Tariff Rates
--	
Intraoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
	... ...
End Office Interconnection/Switching, per mou	$.0017
Tandem Interconnection/Switching, per mou	$.0015
Tandem Interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and

	dedicated transport apply as appropriate.
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 Access Ten Digit Screening (all types), per call (7)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$0.0036
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$0.00431
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$0.00431
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$0.00431
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$31.50
Reservation Charge per 800 number reserved--NRC - Add'l	$0.50
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$69.90
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$69.90
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$3.00
NRC - Add'l	$1.50
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3.50
NRC - Add'l	$2.00
Change Charge per request	
NRC - 1st	$48.50
NRC - Add'l	$0.50
Call Handling and Destination Features - NRC	$3.00
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl Incrm Cost-Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	NA
LIDB Common Transport per query	$0.00030
LIDB Validation per query	$0.035

LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$91.00
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 Signaling Connection, per link (A link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$355.00
CCS7 Signaling Usage, per ISUP message	$0.000023
CCS7 Signaling Usage, per TCAP message	$0.000050
CCS7 Signaling Usage Surcharge, per link per LATA per mo (8)	$395.00
CCS7 Signaling - Incremental Cost - Manual Svc Order	
NRC	NA
NRC - Disconnect	NA
OSS Interactive Ordering and Trouble Maint. Estab. per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$.008
OSS OLEC Daily Usage File: Message Processing, per message	$.004
OSS Access Daily Usage File: Message Processing, per message	$.004
OSS OLEC Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Processing, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Order charge, per electronic order, per end user account	$10.60
Surcharge for manually placed orders, per end user account	$22.00
Oper. Provided Call Handling per min - Using BST LIDB	$1.36
Call Completion Access Termination Charge per call attempt	$0.06
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.36
Call Completion Access Termination Charge per call attempt	$0.06
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.07
Fully Automated Call Handling per call - Using Foreign LIDB	$0.09
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.90
Verification and Emergency Interrupt, per call	$1.95
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.25
Call Completion Access Term charge per completed call	NA
Number Services Interrupt per query	$0.25
Number Services Interrupt per Interrupt Query, Update	NA
Directory Assistance Access Service Calls, per call	$0.25

Recording cost per announcement	NA
Loading cost per audio unit	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$133.81
NRC - 1"	$866.87
NRC - Add'l	$486.83
NRC - Disconnect Chg - 1"	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$90.00
NRC - 1"	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1"	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1"	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1"	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$0.0003
Switched Common Transport per DA Access Service per call per mile	$0.00004
Access Tandem Switching per DA Access Service per call	$0.00065
DA Interconnection, per DA Access Service Call	$0.00269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1"	$915.00
NRC - Add'l	$100.00
NRC - Disconnect Chg - 1"	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.035
Directory Assistance Database Service, per month	$150.00
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5,000.00
Direct Access to Directory Assistance Service, per query	$0.023
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,000.00
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disct	NA
████████████████████	
RCF, per number ported (Business Line), 10 paths	$1.50
RCF, per number ported (Residence Line), 8 paths	$1.25
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.50
RCF, per service order, per location - NRC - 1"	$25.00
RCF, per service order, per location - NRC - Add'l	$25.00
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA

Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
DID, per trunk termination, initial	NA
DID, per trunk termination, initial - NRC	NA
DID, per trunk termination, initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN Related Services with mediation, per query (10)	To be negotiated
AIN, per message	$.0008
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA

AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	NA
Call Event special Study - per AIN Toolkit Service Subscription - NRC	NA
CNAM, Per Query	$0.016
Per each four-fiber div fiber arrangement, NRC 1st	$1,000.00
Per each four-fiber div fiber arrangement, NRC Add'l	$1,000.00
Per each fiber strand per route mile or fraction thereof, per month	$241.00
Per Line or PBX Trunk, each	$3.90
Per Line or PBX Trunk, NRC	$10.00
Note(s):	

Note(s):
(1) In states where a specific NRC for customer transfer, feature addit'ns and changes is not stated, the applicable NRC from the appropriate tariff applies.
(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.
(3) Access to B Channel or D Channel Packet capabilities will be avail-

able only through Bona Fide Request/New Business Request
Process. Rates for the packet capabilities will be determined via the
Bona Fide Request/New Business Request Process.

(4) This rate element is for those states which have a specific rate for
User Profile per B Channel.

(5) This rate element is for use in those states with a different rate for
additional minutes of use.

(6) The Commission did not order rates for Virtual Collocation. The
rates displayed reflect BellSouth's proposed interim rates as set forth
in FCC No. 1, Section 20.

(7) This rate element is for those states w/o separate rates for 800 calls
with 800 No. Delivery vs. POTS No. Delivery and calls with Optional
Complex Features vs. w/o Optional Complex Features.

(8) This charge is only applicable when signaling usage measurement
or billing capability does not exist.

(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are
negotiated with BellSouth's competitive Structure Provisioning
Center.

(10) AIN related services are currently under development. The method
for recovery of cost appropriately incurred during the design,
development, testing and implementation of AIN mediation
mechanisms remains an issue to be resolved. However, BellSouth is
at least entitled to recover portions of the costs incurred in the
design, development, testing and implementation of such mediation
mechanisms.

(11) The Commission did not order a rate for this service. The rate
reflected here is BellSouth's proposed rate.

TABLE 3

RECORDED USAGE DATA

(Interim Rates subject to True-up)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message Distribution, per message	$.004
Data Transmission, per message	$.001
Magnetic Tape Distribution per file	$54.05

FLORIDA

PRICING

1.   **General Principles**

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

2.   **Local Service Resale**

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

Residential Service	21.83%
Business Service:	16.81%

3.   **Unbundled Network Elements**

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

3.1   **Charges for Multiple Network Elements**

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

4.   **Compensation For Local Interconnection (Call Transport and Termination)**

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

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

5.   Ancillary Functions

5.1   Collocation - The rates, terms and conditions for Physical Collocation are
          as set forth in Attachment 4 of this Agreement. These rates are regional
          rates and shall apply for all nine states. Rates, terms, and conditions for
          Virtual Collocation are as set forth in Section 20 of BellSouth
          Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2   Poles, Ducts and Conduits - BellSouth shall provide access to poles,
          conduits and ducts at rates that are consistent with 47 U.S.C. Section
          224(d). CLEC may file a complaint with the appropriate regulatory
          authority if it believes the rates provided by BellSouth are not consistent
          with 47 U.S.C. Section 224(d).

6.   Local Number Portability

          The prices for interim number portability are set forth in Table 2.

7.   Recorded Usage Data

          The prices for recorded usage data are set forth in Table 3.

8.   Electronic Interfaces

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

9.   True-Up

          Rates which are not indicated as "interim" are permanent rates. Rates
          indicated as "interim" are interim and are subject to true-up.

10.   Operational Support Systems (OSS) Rates

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment	Recurring Charge,	Charge per order	Surcharge for manually

	Charge	per month		placed orders
FLORIDA	$100.00	$50.00	$10.80	$22.00

The Rates for Operational Support systems mentioned above interim and subject to modification based upon receipt of a final, non-appealable order by the Florida Public Service Commission.

BELLSOUTH/CLEC RATES - FLORIDA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NRC - NID per 2-Wire Loop—Manual Svc Order—1ˢᵗ	NA
NRC - NID per 2-Wire Loop—Manual Svc Order—Add'l	NA
NRC - NID per 2-Wire Loop—Manual Svc Order—Disconnect	NA
NRC - NID per 4-Wire Loop—Manual Svc Order—1ˢᵗ	NA
NRC - NID per 4-Wire Loop—Manual Svc Order—Add'l	NA
NRC - NID per 4-Wire Loop—Manual Svc Order—Disconnect	NA
NID (all types), per month	$0.76 (interim rate)
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA

Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—1st	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—1st	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Disconnect	NA
2-Wire Analog VG Loop, per month	$17.00
NRC - 1st	$140.00
NRC - Add'l	$42.00
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$30.00
NRC - 1st	$141.00
NRC - Add'l	$43.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$40.00
NRC - 1st	$308.00
NRC - Add'l	$253.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$80.00
NRC - 1st	$540.00
NRC - Add'l	$465.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cont.-Manual Svc Order-1st	NA
NRC - Incremental Cont.-Manual Svc Order-Add'l	NA
NRC - Incremental Cont.-Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$7.00(interim rate)
NRC - 1st	BFR
NRC - Add'l	BFR
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Concentration - Channelization Svs (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cont.-Manual Svc Order - 1st	NA
NRC - Incremental Cont.-Manual Svc Order - Add'l	NA
NRC - Incremental Cont.-Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA

NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Svc-Dig Loop Carrier per Mo. (DS1 to VG), per month	$480.00
NRC - 1st	$350.00
NRC - Add'l	$90.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.50
NRC - 1st	$5.75
NRC - Add'l	$5.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
████████████████████████	
2-Wire Analog Line Port (Res., Bus.), per month	$2.00
NRC - 1st (all types)	$38.00
NRC - Add'l (all types)	$15.00
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$10.00 (interim rate)
NRC - 1st	$38.00 (interim rate)
NRC - Add'l	$15.00 (interim rate)
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$125.00
NRC - 1st	$112.00
NRC - Add'l	$91.00
2-Wire ISDN Port(2) (3), per month	$13.00
NRC - 1st	$88.00
NRC - Add'l	$88.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect Addl	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect	NA
Vertical Features	

Local Switching Features offered with Port, Per month	No additional charge
Subsequent Order Charge—Electronic	NA
Subsequent Order Charge—Incremental Cost—Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0175
End Office Switching Function, add'l mou (5)	$0.005
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.00029
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.000012
Common (Shared) Transport Facilities Termination per mou	$0.0005
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS0 - 64/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$1.60
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$59.75
NRC - 1st	$100.49 (interim rate)
NRC - Add'l	$100.49 (interim rate)
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA

NRC - 1st	NA
NRC - Add'l	NA
Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order	NA
NRC - Incremental Cost–Manual Svc Order-Disconnect	NA
Virtual Collocation	Tariff Rates
Intraoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
End Office Interconnection/switching, per mou	$.002
Tandem interconnection/switching, per mou	$.00029
Tandem interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and

	dedicated transport apply as appropriate.
Tandem Switch + Transport	$.00125
Combined Tandem Switch Interconnection	$.00325
Multi-tandem Interconnection	NA
	TBD
800 Access Ten Digit Screening (all types), per call (7)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved—NRC - 1st	NA
Reservation Charge per 800 number reserved—NRC - Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	NA
NRC - Add'l	NA
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	NA
NRC - Add'l	NA
Change Charge per request	
NRC - 1st	NA
NRC - Add'l	NA
Call Handling and Destination Features - NRC	NA
Resery Chg per 800 # reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Cost/Manual Svc Order-NRC	NA
	TBD
LIDB Common Transport per query	NA
LIDB Validation per query	NA
LIDB Validation per message	NA

LIDB Originating Point Code Establishment or Change - NRC	NA
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 Signaling Connection, per link (A link) per month	$5.00
NRC	$400.00
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$5.00
NRC	$400.00
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$113.00
CCS7 Signaling Usage, per ISUP message	$0.00001
CCS7 Signaling Usage, per TCAP message	$0.00004
CCS7 Signaling Usage Surrogate, per link per LATA per mo (8)	$64.00
CCS7 Signaling - Incremental Cost - Manual Svc Order	
NRC	NA
NRC - Disconnect	NA
OSS Interactive Ordering and Trouble Maint. Estab. per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$.008
OSS OLEC Daily Usage File: Message Processing, per message	$.004
OSS Access Daily Usage File: Message Processing, per message	$.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Order charge, per electronic order, per end user account	$10.80
Surcharge for manually placed order, per end user account	$22.00
Oper. Provided Call Handling per min - Using BST LIDB	$1.00
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.00
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.10
Fully Automated Call Handling per call - Using Foreign LIDB	$0.10
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.80
Verification and Emergency Interrupt, per call	$1.00
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.03
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.01
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.25
Recording cost per announcement	NA

Loading cost per audio unit	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$133.81 (interim rate)
NRC - 1st	$665.67 (interim rate)
NRC - Add'l	$486.83 (interim rate)
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$16.75 (interim rate)
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$59.75 (interim rate)
NRC - 1st	$100.49 (interim rate)
NRC - Add'l	$100.49 (interim rate)
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$0.0003
Switched Common Transport per DA Access Service per call per mile	$0.00001
Access Tandem Switching per DA Access Service per call	$0.00055
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.001
Directory Assistance Database Service, per month	$100.00
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5,000.00
Direct Access to Directory Assistance Service, per query	$0.01
Direct Access to Directory Assistance Service, svc estab chg-NRC	$820.00
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disct	NA
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Bus or Res Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	NA
RCF, per service order, per location - NRC - 1st	NA
RCF, per service order, per location - NRC - Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
DID, per trunk termination, initial	NA
DID, per trunk termination, initial - NRC	NA
DID, per trunk termination, initial - Disconnect	NA
DID, per trunk termination, subsequent	NA
DID, per trunk termination, subsequent - NRC	NA
DID, per trunk termination, subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN Related Services with mediation, per query	TBD
AIN, per message	$0.00004(interim)
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC- Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	

AIN, Service Creation Tools (6)	TBD
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	NA
Call Event special Study - per AIN Toolkit Service Subscription - NRC	NA
CNAM, Per Query	NA
Per each four-fiber div fiber arrangement, NRC 1"	NA
Per each four-fiber div fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Note(s):
(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
(2) Transmission/usage charges associated with POTS circuit switched voice will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.
(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.	

(4) This rate element is for those states which have a specific rate for User Profile per B Channel.

(5) This rate element is for use in those states with a different rate for additional minutes of use.

(6) BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.

(7) This rate element is for those states who separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.

(8) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

TABLE 1
BELLSOUTH/CLEC RATES - FLORIDA
UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	$0.75 (Interim rate)
Loops, including NID	
2 wire, per month	$ 17.00
NRC First	$140.00
NRC Add'l	$ 42.00
4 wire, per month	$ 30.00
NRC First	$141.00
NRC Add'l	$ 43.00
2 wire ISDN, per month	$ 40.00
NRC First	$306.00
NRC Add'l	$283.00
DS1, per month	$ 90.00
NRC First	$540.00
NRC Add'l	$465.00
Unbundled Loop Channelization System (DS1 to VG)	
	.
Per system, per month	$490.00
NRC, First	$350.00
NRC, Add'l	$ 90.00
Per voice interface, per month	$ 1.50
NRC, First	$ 6.75
NRC, Add'l	$ 5.50
Loop Distribution, per month	$ 7.00 (Interim rate)
Loop Distribution, NRC	BFR
End Office Switching Unbundled Ports	
2 wire	$ 2.00
NRC First	$35.00
NRC Add'l	$15.00
4 wire	$16.00 (Interim rate)
NRC First	$35.00 (Interim rate)
NRC Add'l	$15.00 (Interim rate)
2 wire ISDN (1) (2)	$43.00

GEORGIA

PRICING

1. ## General Principles

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

2. ## Local Service Resale

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

Residential Service	20.30%
Business Service:	17.30%

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

3. ## Unbundled Network Elements

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

4. ## Compensation For Local Interconnection (Call Transport and Termination)

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

   Interim prices that CLEC shall pay to BellSouth are set forth in Table 1.

5. ## Ancillary Functions

   5.1   Collocation

   5.2

   5.3   - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. Rates, terms, and conditions for

Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.4 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 12.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 31.

8. **Electronic Interfaces**

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

9. ~~Interim Pricing~~

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

~~1. The interim price shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed-upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 18 of the General Terms and Conditions and Attachment 1 of the Agreement.~~

2. ~~The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.~~

3. ~~A final order of this Commission that forms the basis of a true-up shall be the final order as to prices for unbundled local loops in the Docket No. 7801-U generic cost study proceeding, or potentially may be a final order in any other Commission proceeding which meets the following criteria:~~

   (a) ~~BellSouth and CLEC is entitled to be a full party to the proceeding;~~

   (b) ~~It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,~~

   (c) ~~It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.~~

4. ~~CLEC shall retain its ability under Section 252(i) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.~~

9. **Operational Support Systems (OSS) Rates**

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per electronic order[1]	Surcharge for manually placed orders[1]
GEORGIA	$4~~2~~200.00	~~$50.00~~NA	~~Note[2]~~$10.80	$22.00~~Note[3]~~

[1] The charge per order applies on a per end user account basis.

[2] The Georgia Public Service Commission (PSC) ordered in Docket No. 7061-U that there would be no OSS charge within the charge per electronic order column. Instead, the Georgia PSC ordered monthly recurring charges based on number of orders.

[3] Incremental cost for manual service order vs. electronic is assessed on an elemental basis as set forth in Attachment 11.

TABLE 1 BELLSOUTH/CLEC RATES - GEORGIA
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS

NRC - NID per 2-Wire Loop—Incremental Manual Svc Order--1st	$18.94
NRC - NID per 2-Wire Loop—Incremental Manual Svc Order--Add'l	$8.42
NRC - NID per 2-Wire Loop—Incremental Manual Svc Order—Disconnect	NA
NRC - NID per 4-Wire Loop—Incremental Manual Svc Order--1st	$18.94
NRC - NID per 4-Wire Loop—Incremental Manual Svc Order--Add'l	$8.42
NRC - NID per 4-Wire Loop—Incremental Manual Svc Order—Disconnect	NA
NID (all types), per month	NA
NID per 2-Wire Analog VG Loop, Per Month	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.10
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 56 or 64 Kbps C/o Grade Loop	$1.21
NRC - 1st	$2.10
NRC - Add'l	$2.10
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA

2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—1st	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—1st	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Disconnect	NA
2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop-SL1, per month	$19.51
NRC - 1st	$42.54
NRC - Add'l	$31.33
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC-Incremental Cost—Manual Svc Order—Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1st	$36.46
NRC - Add'l	$36.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	$19.67
NRC - 1st	$104.17
NRC - Add'l	$79.10
NRC-Incremental Cost—Manual Svc Order- 1st	$18.94
NRC-Incremental Cost—Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$ $25.86
NRC - 1st	$206.95
NRC - Add'l	$170.57
NRC-Incremental Cost--Manual Svc Order--1st	$18.94
NRC-Incremental Cost--Manual Svc Order--Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$25.43
NRC - 1st	$233.38
NRC - Add'l	$180.35
NRC-Incremental Cost--Manual Svc Order--1st	$18.94
NRC-Incremental Cost--Manual Svc Order--Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Digital Subscriber Line (ADSL)/Compatible Loop, per month	$13.05
NRC - 1st	$359.73
NRC - Add'l	$325.15
NRC-Incremental Cost--Manual Svc Order-1st	$18.94
NRC-Incremental Cost--Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Digital Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Digital Subscriber Line (HDSL)/Compatible Loop, per month	$9.15
NRC - 1st	$359.73
NRC - Add'l	$325.15
NRC-Incremental Cost--Manual Svc Order-1st	$18.94
NRC-Incremental Cost--Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
2-Wire HDSL Loop (Standard), per month	NA

NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	$12.07
NRC - 1st	$378.86
NRC - Add'l	$344.28
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC-Incremental Cost/Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$64.52
NRC - 1st	$429.98
NRC - Add'l	$266.18
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-1st	$18.94
NRC - Incremental Cost—Manual Svc Order-Add'l	$8.42
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	$34.52
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	$29.92
NRC - 1st	$348.55
NRC - Add'l	$241.20
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC-Incremental Cost—Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	
Loop Feeder per 2-Wire Analog VG Loop, per month	$8.58
NRC - 1st	$208.44
NRC - Add'l	$170.05
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC-Incremental Cost—Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$34.22
Loop Distribution per 2-Wire Analog VG Loop (including NID), per month	$9.12
NRC - 1st	$207.01
NRC - Add'l	$171.32
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC-Incremental Cost—Manual Svc Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	$ 34.22
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

Loop Concentration - Channelization Sys (Outside CO), per month	$313.11
NRC - 1st	$851.23
NRC - Add'l	$284.99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	$18.94
NRC - Incremental Cost—Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	ICB
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	$.8836
NRC - 1st	$9.41
NRC - Add'l	$9.38
NRC-Incremental Cost—Manual Service Order-1st	$18.94
NRC-Incremental Order—Manual Service Order-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$281.76
NRC - 1st	$303.13
NRC - Add'l	$76.33
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	$18.94
NRC - Incremental Cost—Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$0.9016
NRC - 1st	$20.87
NRC - Add'l	$20.74
NRC-Incremental Cost—Manual Svc Cost -1st	$18.94
NRC-Incremental Cost—Manual Svc Cost-Add'l	$8.42
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog Line Port (Res., Bus.), per month	$1.85
NRC - 1st (of type)	$17.16
NRC - Add'l (of type)	$17.16
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	$18.94
NRC - Incremental Cost—Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$3.47
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	$18.94
NRC - Incremental Cost—Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$11.35
NRC - 1st	$61.91
NRC - Add'l	$31.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	$18.94
NRC - Incremental Cost—Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	$120.80
NRC - 1st	$89.44
NRC - Add'l	$52.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	$18.94
NRC - Incremental Cost—Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Port(2) (3), per month	$13.47
NRC - 1st	$47.37
NRC - Add'l	$47.37
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	$39.96
NRC - Incremental Cost—Manual Svc Order - Add'l	$39.96
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port, per month	$163.16
NRC - 1st	$198.80
NRC - Add'l	$198.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	$37.88
NRC - Incremental Cost—Manual Svc Order - Add'l	$37.88
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Add'l	NA
2-Wire Analog Line Port (2)(3), per month	$1.85
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	$0.20
NRC - 1st	$3.00
NRC - Add'l	$3.00
Coin Port, per month	$2.05
NRC - 1st	$17.16
NRC - Add'l	$17.16
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$8.42
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Subsequent Order Charge--Electronic	NA
Subsequent Order Charge--Incremental Cost--Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0016333
End Office Switching Function, add'l mou (5)	N
End Office Interoffice Trunk Port--Shared, per mou	$.0001564
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$.0006757
Tandem Interoffice Trunk Port--Shared per mou	$.0002126
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.000008
Common (Shared) Transport Facilities Termination per mou	$.0004152
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$.0222
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$17.07
NRC - 1st	$79.61
NRC - Add'l	$38.09
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.94
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS0 - NNN KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$.0222
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$16.45
NRC - 1st	$79.61
NRC - Add'l	$38.09
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.94
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l	NA

Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$.4523
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$76.47
NRC - 1st	$147.07
NRC - Add'l	$111.75
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$18.94
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	NA
NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$13.91
NRC - 1st	$382.95
NRC - Add'l	$62.40
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$9.42
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	$14.99
NRC - 1st	$388.44
NRC - Add'l	$64.05
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order - 1st	$18.94
NRC - Incremental Cost--Manual Svc Order - Add'l	$9.42
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$39.39
NRC - 1st	$358.16
NRC - Add'l	$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost--Manual Svc Order	$44.22
NRC - Incremental Cost--Manual Svc Order-Disconnect	NA

Virtual Collocation	BST Tariff Rates
Intraoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
End Office Interconnection/Switching, per mou	$.0016333
Tandem Interconnection/Switching, per mou	$.0008757
Tandem Interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and dedicated transport apply as appropriate.
Common Transport Trunk installation, per trunk, NRC	BST Tariff Rates
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-Tandem Interconnection	NA
800 Access Ten Digit Screening (all items), per call (6)	$.0004888
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved—NRC - 1st	$8.57
Reservation Charge per 800 number reserved—NRC - Add'l	$0.76
NRC-Incremental Cost—Manual Svc Order-1st	$18.94
NRC Incremental Cost—Manual Svc Cost-Add'l	NA
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$12.61
NRC - Add'l	$1.45
NRC-Incremental Cost-Manual Svc Order-1st	$18.94
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$12.61
NRC - Add'l	$1.45
NRC-Incremental Cost-Manual Svc Cost-1st	$18.94
NRC-Incremental Cost-Manual Svc Cost-Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$4.40
NRC - Add'l	$2.23
NRC-Incremental Cost-Manual Svc Order-1st	NA
NRC-Incremental Cost-Manual Svc Order-Add'l	NA

Multiple inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$5.22
NRC - Add'l	$2.99
NRC-Incremental Cost-Manual Svc Order-1st	NA
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
Change Charge per request	
NRC - 1st	$7.33
NRC - Add'l	$0.76
NRC-Incremental Cost-Manual Svc Cost-1st	$18.94
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
Call Handling and Destination Features - NRC - 1st	$4.72
Call Handling and Destination Features - NRC - Add'l	$4.46
NRC-Incremental Cost-Manual Svc Cost-1st	NA
NRC-Incremental Cost-Manual Svc Cost-Add'l	NA
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	NA
LIDB Common Transport per query	$.0000338
LIDB Validation per query	$.0105974
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$50.30
NRC-Incremental Cost-Manual Svc Order	$18.94
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 Signaling Connection, per link (A link) per month	$17.05
NRC	$131.96
NRC-Incremental Cost—Manual Svc Order	$18.94
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$17.05
NRC	$131.96
NRC-Incremental Cost-Manual Svc Order	$18.94
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$133.96
CCS7 Signaling Usage, per ISUP message	$.0000354
CCS7 Signaling Usage, per TCAP message	$.00000870
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$340.67
CCS7 Signaling - Incremental Cost - Manual Svc Order	$18.94
NRC	NA
NRC - Disconnect	NA
OSS Interactive Ordering and Trouble Maint. Estab. per user per month	NA
NRC	$200.00
OSS OLEC Daily Usage File: Recording, per message	$0.006
OSS OLEC Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001

OSS Order Charge, per first 1,000 orders(one end user per order) per month	$550.00
OSS Order Charge, per each add'l 1,000 orders (one end user per order) per month	$110.00
OSS Order charge, per electronic order, per end user account	NA
Surcharge for manually placed orders, per end user account	NA
Oper. Provided Call Handling per min - Using BST LIDB	$.9360296
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.02
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$.0776409
Fully Automated Call Handling per call - Using Foreign LIDB	$.0976904
Verification, per minute	$.09210833
Verification and Emergency Interrupt, per minute	$.09210833
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
Directory Assist Call Completion Access Svc (DACC), per call attempt	$.0348712
Call Completion Access Term charge per completed call	NA
Number Services Interrupt per query	$.0097497
Number Services Interrupt per Interrupt Query Update	NA
Directory Assistance Access Service Calls, per call	$.2124569
Recording cost per announcement	NA
NRC-Incremental Cost-Manual Svc Order-1st	$17.54
NRC-Incremental Cost-Manual Svc Order-Add'l	$15.43
Loading cost per audio unit	$253.67
NRC-Incremental Cost-Manual Svc Order	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$39.36
NRC - 1st	$356.15
NRC - Add'l	$312.89
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	$18.94
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$.4523
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$78.47
NRC - 1st	$147.07
NRC - Add'l	$111.76
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	$44.22
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$.0002906
Switched Common Transport per DA Access Service per call per mile	$.0000166
Access Tandem Switching per DA Access Service per call	$.0019152
DA Interconnection, per DA Access Service Call	$0.00269
Directory Transport-Installation NRC, per trunk or signaling connection	

NRC - 1st	$204.23
NRC - Add'l	$4.42
NRC-Incremental Cost-Manual Svc Order-1st	$44.22
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$.0445
Directory Assistance Database Service, per month	$96.50
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5254.00
Direct Access to Directory Assistance Service, per query	$.0469016
Direct Access to Directory Assistance Service, svc estab chg-NRC	$766.24
NRC-Incremental Cost-Manual Svc Order-1st	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	$2.03
RCF, per number ported (Residence Line), each path	$2.03
RCF, per number ported (Res or Bus Line)	NA
NRC	$.51
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$.2636
RCF, per service order, per location - NRC - 1st	$2.10
RCF, per service order, per location - NRC - Add'l	$2.10
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
DID per number ported, Residence - NRC	$.93
DID per number ported, Residence - NRC - Disconnect	N
DID per number ported, Business - NRC	$.93
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	$2.10
DID per service order, per location - NRC - Add'l	$2.10
NRC- Incremental Cost-Manual Svc Order	$16.94
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
DID, per trunk termination, Initial	$10.73
DID, per trunk termination, Initial - NRC	$135.47
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	$10.73
DID, per trunk termination, Subsequent - NRC	$39.53
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	NA
NRC - 1st	$16.94

NRC - Add'l	$18.94
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN Related Services with mediation, per query	NA
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$90.25
NRC-Incremental Cost-Manual Svc Order	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$29.66
NRC-Incremental Cost-Manual Svc Cost	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC- Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$29.66
NRC-Incremental Cost-Manual Svc Cost	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$84.43
NRC-Incremental Cost-Manual Svc Cost	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$35.44
NRC-Incremental Cost-Manual Svc Cost	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	$.0023
AIN SMS Access Service - Session, per minute	$.0796604
AIN SMS Access Service - Co. Performed Session, per minute	$2.08
AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	$86.74
NRC-Incremental Cost-Manual Svc Cost	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	$8,348.00
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	$19.13
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	$114.80
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$19.13
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA

Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$70.06
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	$70.06
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$70.06
NRC-Incremental Cost-Manual Svc Cost	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	$.0209223
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$.0053137
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.46
Monthly report - per AIN Toolkit Service Subscription	$15.96
Monthly report - per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Cost-Manual Svc Cost	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	$.0861109
Special Study - Per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Cost-Manual Svc Cost	NA
Call Event Report - per AIN Toolkit Service Subscription	$15.87
Call Event Report - per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Cost-Manual Svc Cost	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	$.0028704
Call Event special Study - per AIN Toolkit Service Subscription - NRC	$22.64
NRC-Incremental Cost-Manual Svc Cost	NA
CNAM, Per Query	NA
Per each four-fiber dry fiber arrangement, NRC-1[4]	$1,355.29
Per each four-fiber dry fiber arrangement, NRC Add'l	$273.69
NRC-Incremental Cost-Manual Svc Order-1[4]	NA
NRC-Incremental Cost-Manual Svc Order-Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per four fiber strands, per route mile or fraction thereof, per month	$44.22
Per four fiber strands, per route foot or fraction thereof, per month	$0.008375
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Customized routing per unique line class code, per request, per switch	
NRC	$180.62
NRC-Incremental Cost-Manual Svc Order	$18.94
Note(s): (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request Process. (4) This rate element is for those states which have a specific rate for User Profile, per B Channel.	

(5) This rate element is for use in those states with a different rate for additional minutes of use.

(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.

(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.

(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's competitive Structure Provisioning Center.

BELLSOUTH/CLEC INTERIM RATES - GEORGIA

UNBUNDLED NETWORK ELEMENTS

(all rates are subject to true-up)

Network Interface Device, Per Month	$0.53	
Loops, including NID, Per Month		
2 wire analog voice grade loop	$14.22	
NRC	$35.80	
4 wire analog voice grade loop	$22.75	
NRC	$35.80	
2 wire ADSL/ISDN	$17.00	
NRC	$35.80	
4 wire HDSL	$27.20	
NRC	$35.80	
2 wire ISDN Digital	$27.20	
NRC	$35.80	
4 wire DS1 Digital grade loop	$117.00	
NRC	$885.00	First
	$315.00	Add'l
Loop Distribution (including NID), per month	$8.87	
Loop Distribution, NRC	BFR	
Local Switching, Per Month		
2 wire analog port	$1.13	
NRC	$50.00	First
	$18.00	Add'l
4 wire analog port (Coin)	$1.13	
NRC	$50.00	First
	$18.00	Add'l
2 wire DID port	$12.68	
NRC	$50.00	First
	$18.00	Add'l
4 wire DID port	$120.00	
NRC	$230.00	First
	$200.00	Add'l
2 wire ISDN port (1) (2)	$12.50	
NRC	$150.00	First
	$120.00	Add'l
4 wire ISDN port	$205.00	
NRC	$230.00	First
	$200.00	Add'l
Rotary Service (hunting)	$0.30	
NRC	$3.00	First

KENTUCKY

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	16.79%
Business Service:	15.54%

3. **Unbundled Network Elements**

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

4. **Compensation For Local Interconnection (Call Transport and Termination)**

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

5. **Ancillary Functions**

5.1   Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2   Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6.   **Dark Fiber**

The prices for Dark Fiber are set forth in Table 2.

7. **Local Number Portability**

The prices for interim number portability are set forth in Table 3.

8. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 4.

9. **Electronic Interfaces**

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

10. **Operational Support Systems (OSS) Rates**

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
KENTUCKY	$100.00	$50.00	$10.80	$22.00

The Rates for Operational Support Systems mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the Kentucky Public Service Commission.

TABLE 1

BELLSOUTH/CLEC RATES - KENTUCKY
UNBUNDLED NETWORK ELEMENTS

NRC - NID per 2-Wire Loop--Manual Svc Order--1st	NA
NRC - NID per 2-Wire Loop--Manual Svc Order--Add'l	NA
NRC - NID per 2-Wire Loop--Manual Svc Order--Disconnect	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--1st	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--Add'l	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--Disconnect	NA
NID (all types), per month	$1.80
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA

NRC - Disconnect Chg - 1st	$4.49
NRC - Disconnect Chg - Add'l	$4.48
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$301.68
NRC - 1st	$292.90
NRC - Add'l	$72.38
NRC - Disconnect Chg - 1st	$5.30
NRC - Disconnect Chg - Add'l	—
NRC - Incremental Cost–Manual Svc Order - 1st	$18.14
NRC - Incremental Cost–Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost–Manual Svc Order - Disconnect	$11.41
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.08
NRC - 1st	$19.97
NRC - Add'l	$19.84
NRC - Disconnect Chg - 1st	$8.26
NRC - Disconnect Chg - Add'l	$8.21
2-Wire Analog Line Port (Res., Bus.), per month	$2.20
NRC - 1st (all types)	$18.43
NRC - Add'l (all types)	$18.43
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	$4.39
NRC - Disconnect Chg - Add'l	$4.39
NRC - Incremental Cost–Manual Svc Order - 1st	$18.14
NRC - Incremental Cost–Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost–Manual Svc Order - Disconnect	$10.39
4-Wire Analog VG Port, per month	$10.13
NRC - 1st	$18.43
NRC - Add'l	$18.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Cost–Manual Svc Order - 1st	$18.14
NRC - Incremental Cost–Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost–Manual Svc Order - Disconnect	$8.94
2-Wire DID Port, per month	$113.12
NRC - 1st	$59.28
NRC - Add'l	$59.28
NRC - Disconnect Chg - 1st	$9.20
NRC - Disconnect Chg - Add'l	$9.20
NRC - Incremental Cost–Manual Svc Order - 1st	$18.14
NRC - Incremental Cost–Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost–Manual Svc Order - Disconnect	$10.39
4-Wire DID Port, per month	$149.27
NRC - 1st	$95.63
NRC - Add'l	$50.23
NRC - Disconnect Chg - 1st	$8.82
NRC - Disconnect Chg - Add'l	$8.63
NRC - Incremental Cost–Manual Svc Order - 1st	$18.14

NRC - Incremental Cost-Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost-Manual Svc Order - Disconnect	$10.39
4-Wire DS1 Port w/DID capability, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Port(2) (3), per month	$23.33
NRC - 1st	$45.35
NRC - Add'l	$45.35
NRC - Disconnect Chg - 1st	$4.31
NRC - Disconnect Chg - Add'l	$4.31
NRC - Incremental Cost-Manual Svc Order - 1st	$38.29
NRC - Incremental Cost-Manual Svc Order - Add'l	$38.29
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	$6.65
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	$6.65
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	$194.72
NRC - 1st	$181.89
NRC - Add'l	$181.89
NRC - Disconnect Chg - 1st	$27.11
NRC - Disconnect Chg - Add'l	$27.11
NRC - Incremental Cost-Manual Svc Order - 1st	$33.16
NRC - Incremental Cost-Manual Svc Order - Add'l	$33.16
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	$7.73
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	$7.73
2-Wire Analog Line Port (PBX), per month	$2.20
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$3.77
NRC - Disconnect Chg - Add'l	$3.77
NRC - Incremental Cost-Manual Svc Order - 1st	$16.14
NRC - Incremental Cost-Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost-Manual Svc Order-Disconnect	$8.94
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	$2.60
NRC - 1st	$16.43
NRC - Add'l	$16.43
NRC - Disconnect Chg - 1st	$4.15
NRC - Disconnect Chg - Add'l	$4.15
NRC - Incremental Cost-Manual Svc Order - 1st	$16.14
NRC - Incremental Cost-Manual Svc Order - Add'l	$8.06
NRC - Incremental Cost-Manual Svc Order-Disconnect	$9.66
Vertical Features	
Local Switching Features offered with Port, Per month	$8.28
Subsequent Order Charge—Electronic	NA

Subsequent Order Charge—Incremental Cost—Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.0021
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	$0.0002
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.0008
Tandem Interoffice Trunk Port—Shared per mou	$0.0003
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.0000063
Common (Shared) Transport Facilities Termination per mou	$0.00047
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	$0.0384
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	$19.10
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.57
NRC - Incremental Cost—Manual Svc Order - 1st	$18.14
NRC - Incremental Cost—Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	$8.06
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	$8.06
Interoffice Transport - Dedicated - DS0 - 56/64 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	$0.0384
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$18.37
NRC - 1st	$76.20
NRC - Add'l	$34.54
NRC - Disconnect Chg - 1st	$28.03
NRC - Disconnect Chg - Add'l	$5.37
NRC - Incremental Cost—Manual Svc Order - 1st	$18.14
NRC - Incremental Cost—Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	$8.06
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	$8.06
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$0.7831
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$93.40
NRC - 1st	$140.49
NRC - Add'l	$105.69
NRC - Disconnect Chg - 1st	$20.00
NRC - Disconnect Chg - Add'l	$16.34
NRC - Incremental Cost—Manual Svc Order - 1st	$18.14
NRC - Incremental Cost—Manual Svc Order - Add'l	$18.14
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	$8.06
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	$8.06
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA

Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	$14.94
NRC - 1st	$347.49
NRC - Add'l	$59.75
NRC - Disconnect Chg - 1st	$53.68
NRC - Disconnect Chg - Add'l	$8.60
NRC - Incremental Cost–Manual Svc Order - 1st	$18.14
NRC - Incremental Cost–Manual Svc Order - Add'l	$8.08
NRC - Incremental Cost – Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - 4-Wire VG	$16.21
NRC - 1st	$362.76
NRC - Add'l	$61.33
NRC - Disconnect Chg - 1st	$54.38
NRC - Disconnect Chg - Add'l	$7.28
NRC - Incremental Cost–Manual Svc Order - 1st	$18.14
NRC - Incremental Cost–Manual Svc Order - Add'l	$8.08
NRC - Incremental Cost–Manual Svc Order-Disconnect	$11.40
Local Channel - Dedicated - DS1	$43.80
NRC - 1st	$348.56
NRC - Add'l	$300.30
NRC - Disconnect Chg - 1st	$24.15
NRC - Disconnect Chg - Add'l	$21.31
NRC - Incremental Cost–Manual Svc Order	$42.34
NRC - Incremental Cost–Manual Svc Order-Disconnect	$19.48
Virtual Collocation	Tariff Rates
Intraoffice per mou	$0.00209
Interoffice per mou (assumes 5 miles of transport)	$0.00538
End Office Interconnection/switching, per mou	$0.00209
Tandem Interconnection/switching, per mou	NA
Tandem Interconnection (assumes 5 miles of transport per mou)	$0.00430
Transport	Network element prices for shared/common and dedicated transport apply as appropriate.

Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	variable
800 Access Ten Digit Screening (all types), per call (6)	$0.0005305
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved--NRC - 1st	$6.29
Reservation Charge per 800 number reserved--NRC - Add'l	$0.73
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$12.27
NRC - Add'l	$1.39
NRC - Disconnect Chg - 1st	$8.30
NRC - Disconnect Chg - Add'l	$0.73
Per 800 # Established with POTS Translations	
NRC - 1st	$12.27
NRC - Add'l	$1.39
NRC - Disconnect Chg - 1st	$8.30
NRC - Disconnect Chg - Add'l	$0.73
Customized Area of Service per 800 Number	
NRC - 1st	$4.27
NRC - Add'l	$2.14
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$5.00
NRC - Add'l	$2.86
Change Charge per request	
NRC - 1st	$7.01
NRC - Add'l	$0.73
Call Handling and Destination Features - NRC	$4.27
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	$18.14
Per 800 # Estd w/o POTS Transl-Incrm Cost-Manual Svc Order	
NRC	$18.14
NRC - Disconnect Chg	$11.40
Per 800 # Estd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	$18.14
NRC - Disconnect Chg	$11.40
Chng Chrg/Request-Incrm Cost Manual Svc Order-NRC	$18.14
LIDB Common Transport per query	$0.0000418
LIDB Validation per query	$0.0103774
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$49.17
LIDB - Incremental Cost - Manual Svc Order - NRC	$18.14

CCS7 Signaling Connection, per link (A link) per month	$19.48
NRC	$126.34
NRC - Disconnect	$101.10
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$19.48
NRC	$126.34
NRC - Disconnect	$101.10
CCS7 Signaling Termination, per STP port per month	$161.99
CCS7 Signaling Usage, per ISUP message	$0.0000430
CCS7 Signaling Usage, per TCAP message	$0.0001052
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$406.71
CCS7 Signaling - Incremental Cost - Manual Svc Order	
NRC	$18.14
NRC - Disconnect	$11.40
OSS Interactive Ordering and Trouble Maint. Estab. per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$0.00019
OSS OLEC Daily Usage File: Message Processing, per message	$0.00240
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$47.30
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.00003
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order charge, per electronic order, per end user account	$9.16
Surcharge for manually placed orders, per end user account	$18.14
Oper. Provided Call Handling per min - Using BST LIDB	$0.91
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$0.98
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.10
Fully Automated Call Handling per call - Using Foreign LIDB	$0.12
Verification, per minute	$0.86
Verification and Emergency Interrupt, per minute	$0.86
Verification, per call	NA
Verification and Emergency Interrupt, per call	NA
Directory Assist Call Completion Access fee (DACC), per call attempt	$0.04
Call Completion Access Term charge per completed call	NA
Number Services Interrcept per query	$0.02
Number Services Interrcept per Interrcept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.20
Recording cost per announcement	NA
Loading cost per audio unit	NA
Directory Transport	

Directory Transport - Local Channel DS1, per month	$43.83
NRC - 1"	$339.09
NRC - Add'l	$298.29
NRC - Disconnect Chg - 1"	$33.02
NRC - Disconnect Chg - Add'l	$23.32
NRC - Incremental Cost-Manual Svc Order - NRC	$42.34
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	$19.48
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$0.78
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$93.40
NRC - 1"	$140.49
NRC - Add'l	$102.99
NRC - Disconnect Chg - 1"	$20.00
NRC - Disconnect Chg - Add'l	$18.34
NRC - Incremental Cost-Manual Svc Order - NRC-1"	$18.14
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	$18.14
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1"	$8.06
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	$8.06
Switched Common Transport per DA Access Service per call	$0.0003274
Switched Common Transport per DA Access Service per call per mile	$0.0000175
Access Tandem Switching per DA Access Service per call	$0.0025257
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1"	$195.54
NRC - Add'l	$4.23
NRC - Disconnect Chg - 1"	$130.05
NRC - Disconnect Chg - Add'l	$4.23
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.0443
Directory Assistance Database Service, per month	$90.54
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$4,982.00
Direct Access to Directory Assistance Service, per query	$0.0480
Direct Access to Directory Assistance Service, svc estab chg-NRC	$788.82
Direct Access to Directory Assistance Service, svc estab chg-NRC-Dlsct	$57.23
RCE, per number ported (Business Line), 10 paths	NA
RCE, per number ported (Business Line), 5 paths	NA
RCE, per number ported (Business Line), each path	NA
RCE, per number ported (Residence Line), each path	NA
RCE, per number ported (Res or Bus Line)	$2.29
NRC	$0.49
NRC - Disconnect Chg	$0.06
RCE, add'l capacity for simultaneous call forwarding, per additional path	$0.38
RCE, per service order, per location - NRC - 1"	$2.02
RCE, per service order, per location - NRC - Add'l	$2.02
RCE, per service order, per location - NRC - Disconnect - 1"	$2.01
RCE, per service order, per location - NRC - Disconnect - Add'l	$2.01
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1"	$18.14
NRC - Add'l	$18.14
NRC - Disconnect Chg - 1"	$11.41

NRC - Disconnect Chg - Add'l	$11.41
DID per number ported, Residence - NRC	$0.89
DID per number ported, Residence - NRC - Disconnect	$0.90
DID per number ported, Business - NRC	$0.89
DID per number ported, Business - NRC - Disconnect	$0.90
DID per service order, per location - NRC - 1st	$2.02
DID per service order, per location - NRC - Add'l	$2.02
DID per service order, per location - NRC - Disconnect - 1st	$2.01
DID per service order, per location - NRC - Disconnect - Add'l	$2.01
DID, per trunk termination, Initial	$12.46
DID, per trunk termination, Initial - NRC	$129.09
DID, per trunk termination, Initial - Disconnect	$37.85
DID, per trunk termination, Subsequent	$12.46
DID, per trunk termination, Subsequent - NRC	$37.85
DID, per trunk termination, Subsequent - Disconnect	$18.75
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	$18.14
NRC - Add'l	$18.14
NRC - Disconnect Chg - 1st	$11.41
NRC - Disconnect Chg - Add'l	$11.41
Access to Poles, per pole, per foot, per year	$4.20
Access to Conduits, per foot, per year	$0.66
Access to Innerduct, per foot, per year	—
AIN Related Services with mediation, per query	NA
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	$153.31
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	$78.08
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	$50.07
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC - Disconnect	$18.61
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	$50.07
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	$18.61
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	$104.95
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	$48.95
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	$125.33
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	$24.40
AIN SMS Access Service - Storage, per unit (100 Kb)	$0.0029
AIN SMS Access Service - Session, per minute	$0.10
AIN SMS Access Service - Co. Performed Session, per minute	$1.97
AIN - BellSouth AIN Toolkit Service	
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	$153.25

Service Establishment Charge, per state, initial setup - NRC - Disconnect	$78.05
Training Session, per customer - NRC	$9,315.00
Trigger Access Charge, per trigger, per DN, Term, Attempt - NRC	$41.08
Trigger Access Charge, per trigger, per DN, Term, Attempt - NRC - Disconnect	$18.60
Trigger Access Charge, per trigger, per DN, Off-Hook Delay - NRC	$41.08
Trigger Access Charge, per trigger, per DN, Off-Hook Delay - NRC - Disconnect	$18.60
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	$41.08
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	$18.60
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	$92.99
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	$26.73
Trigger Access Charge, per trigger, per DN, CDP - NRC	$92.99
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	$26.73
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	$92.99
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	$26.73
Query Charge, per query	$0.03
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	$0.0065
SCP Storage Charge, per SMS Access Acct, per 100 Kb	$1.79
Monthly report - per AIN Toolkit Service Subscription	$15.89
Monthly report - per AIN Toolkit Service Subscription - NRC	$34.61
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	$21.97
Special Study - Per AIN Toolkit Service Subscription	$0.08
Special Study - Per AIN Toolkit Service Subscription - NRC	$37.77
Call Event Report - per AIN Toolkit Service Subscription	$15.81
Call Event Report - per AIN Toolkit Service Subscription - NRC	$34.61
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	$21.97
Call Event special Study - per AIN Toolkit Service Subscription	$0.0026
Call Event special Study - per AIN Toolkit Service Subscription - NRC	$37.77
CNAM, Per Query	NA
Per each four-fiber dry fiber arrangement, NRC 1[1]	NA
Per each four-fiber dry fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA
Note(s): (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process. (4) This rate element is for those states which have a specific rate for User Profile per B Channel.	

(5) This rate element is for use in those states with a different rate for additional minutes of use. (6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features. (7) This charge is only applicable where signaling usage measurement or billing capability doe not exist.	

**MISSISSIPPI
PRICING**

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service:	15.75%
Business Service:	15.75%

3. **Unbundled Network Elements**

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

4. **Compensation For Local Interconnection (Call Transport and Termination)**

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

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

5. **Ancillary Functions**

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory

authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6.   **Local Number Portability**

The prices for interim number portability are set forth in Table 12.

———Recorded Usage Data

The prices for recorded usage data are set forth in Table 31.

7. **Electronic Interfaces**

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

8. **AIN**

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

9. **True-Up**

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

11. **Operational Support Systems (OSS) Rates**

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
MISSISSIPPI	$100.00	$50.00	$10.80	$22.00

The rates for Operational Support Systems mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the Mississippi Public Service Commission.

NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop (Basic), per month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$38.02
NRC - 1ˢᵗ	$25.00
NRC - Add'l	$10.00
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$38.47
NRC - 1ˢᵗ	$25.00
NRC - Add'l	$25.00
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
2-Wire Asymmetrical Digital Subscriber Line (ADSL)/Compatible Loop, per month	$25.24
NRC - 1ˢᵗ	$25.00
NRC - Add'l	$10.00
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
2-Wire Asymmetrical Digital Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
2-Wire High Bit Rate Digital Subscriber Line (HDSL)/Compatible Loop, per month	$25.24
NRC - 1ˢᵗ	$25.00
NRC - Add'l	$10.00
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1ˢᵗ	NA
NRC - Add'l	NA

4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	$38.02
NRC - 1st	$25.00
NRC - Add'l	$10.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$77.39
NRC - 1st	$300.00
NRC - Add'l	$250.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-1st	NA
NRC - Incremental Cost-Manual Svc Order-Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via DLC	NA
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Concentration - Channelization Svc (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA

NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Bamp's Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Svc-Dig Loop Carrier per Mo. (DS1 to VG), per month	$397.55
NRC - 1st	$350.00
NRC - Add'l	$350.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.24
NRC - 1st	$8.00
NRC - Add'l	$8.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog Line Port (Res., Bus.), per month	$1.99
NRC - 1st (all types)	$3.50
NRC - Add'l (all types)	$3.50
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50.00
NRC - Add'l	$50.00
NRC - Disconnect Chg - 1st	NA

NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost – Manual Svc Order - 1st	NA
NRC - Incremental Cost – Manual Svc Order - Add'l	NA
NRC - Incremental Cost – Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost – Manual Svc Order - 1st	NA
NRC - Incremental Cost – Manual Svc Order - Add'l	NA
NRC - Incremental Cost – Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$130.23
NRC - 1st	$60.00
NRC - Add'l	$60.00
2-Wire ISDN Port(s) (3), per month	$11.73
NRC - 1st	$50.00
NRC - Add'l	$50.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost – Manual Svc Order - 1st	NA
NRC - Incremental Cost – Manual Svc Order - Add'l	NA
NRC - Incremental Cost – Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost – Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile, per 1 Channel (4)	NA
4-Wire ISDN Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost – Manual Svc Order - 1st	NA
NRC - Incremental Cost – Manual Svc Order - Add'l	NA
NRC - Incremental Cost – Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost – Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port, per month	$270.36
NRC - 1st	$75.00
NRC - Add'l	$75.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost – Manual Svc Order - 1st	NA
NRC - Incremental Cost – Manual Svc Order - Add'l	NA
NRC - Incremental Cost – Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost – Manual Svc Order-Disconnect Add'l	NA
2-Wire Analog Line Port (POTS), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost – Manual Svc Order - 1st	NA
NRC - Incremental Cost – Manual Svc Order - Add'l	NA
NRC - Incremental Cost – Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	$0.12
NRC - 1st	NA

NRC - Add'l	NA
Coin Port, per month	$2.28
NRC - 1st	$3.50
NRC - Add'l	$3.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Subsequent Order Charge — Electronic	NA
Subsequent Order Charge—Incremental Cost—Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.00221
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.003172
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.000012
Common (Shared) Transport Facilities Termination per mou	$0.00036
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost — Manual Svc Order - 1st	NA
NRC - Incremental Cost — Manual Svc Order - Add'l	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS0 - 4W VG	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost — Manual Svc Order - 1st	NA
NRC - Incremental Cost — Manual Svc Order - Add'l	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$1.60

Interoffice Transport - Dedicated - DS1 - facilities termination per month	$59.75
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost — Manual Svc Order - 1st	NA
NRC - Incremental Cost — Manual Svc Order - Add'l	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$40.00
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$900.00
NRC - 1st	$97.19
NRC - Add'l	$97.19
Digital Cross Connects (DS3, 3/1, 1/0)	To Be Negotiated
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$16.89
Per mile per month	$0.007
NRC 1st	$10.00
NRC Add'l	$10.00
9-25 Miles, Fixed per month	$16.89
Per mile per month	$0.007
NRC 1st	$10.00
NRC Add'l	$10.00
Over 25 Miles, Fixed per month	$16.28
Per mile per month	$0.0775
NRC 1st	$10.00
NRC Add'l	$10.00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost — Manual Svc Order - 1st	NA
NRC - Incremental Cost — Manual Svc Order - Add'l	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost — Manual Svc Order - 1st	NA
NRC - Incremental Cost — Manual Svc Order - Add'l	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost — Manual Svc Order	NA
NRC - Incremental Cost — Manual Svc Order-Disconnect	NA

Virtual Collocation	Tariff Rates
Interoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
End Office Interconnection/Switching, per mou	$0.0026
Tandem Interconnection/switching, per mou	$0.0083
Tandem Interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and dedicated transport apply as appropriate.
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 Access Ten Digit Screening (all types), per call (6)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$0.00115
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Number, w/Optional Complex Features, per query	$0.0012
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$0.00115
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$0.0012
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Number, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved—NRC - 1st	$5.00
Reservation Charge per 800 number reserved—NRC - Add'l	$0.50
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$5.00
NRC - Add'l	$2.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$5.00
NRC - Add'l	$2.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$3.00
NRC - Add'l	$1.50
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3.50
NRC - Add'l	$2.00
Change Charge per request	

NRC - 1st	$5.00
NRC - Add'l	$0.50
Call Handling and Destination Features - NRC	$3.00
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	NA
LIDB Common Transport per query	$0.00004
LIDB Validation per query	$0.00499
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$91.00
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 Signaling Connection, per link (A link) per month	$19.75
NRC	NA
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$25.25
NRC	NA
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	NA
CCS7 Signaling Usage, per ISUP message	$0.00005
CCS7 Signaling Usage, per TCAP message	$0.00005
CCS7 Signaling Usage Surrogate, per link per LATA per mo(7)	$395.00
CCS7 Signaling - Incremental Cost - Manual Svc Order	NA
NRC	NA
NRC - Disconnect	NA
OSS Interactive Ordering and Trouble Maint. Estab. per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$0.009
OSS OLEC Daily Usage File: Message Processing, per message	$0.004
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order charge, per electronic order, per end user account	$10.80
Surcharge for manually placed orders, per end user account	$22.00
Oper. Provided Call Handling per min - Using BST LIDB	NA
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	NA

Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	$0.30
Fully Automated Call Handling per call - Using BST LIDB	$0.0740
Fully Automated Call Handling per call - Using Foreign LIDB	$0.0950
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.81
Verification and Emergency Interrupt, per call	$0.97
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.0287
Call Completion Access Term charge per completed call	NA
Number Services Interrupt per query	$0.00915
Number Services Interrupt per Interrupt Query Update	NA
Directory Assistance Access Service Calls, per call	$0.26625
Recording cost per announcement	NA
Loading cost per audio unit	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$70.00
NRC - 1st	$300.00
NRC - Add'l	$250.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$1.60
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$59.75
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$0.001918
Switched Common Transport per DA Access Service per call per mile	$0.00003
Access Tandem Switching per DA Access Service per call	$0.00245
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$0.0192
Directory Assistance Database Service, per month	$120.64
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	NA
Direct Access to Directory Assistance Service, per query	NA

Direct Access to Directory Assistance Service, svc estab chg-NRC	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC- Disconnect	NA
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	NA
RCF, per service order, per location - NRC - 1st	NA
RCF, per service order, per location - NRC - Add'l	NA
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
DID, per trunk termination, Initial	NA
DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN Related Services with mediation, per query	NA
AIN, per message	$0.0000

AIN - BellSouth AIN SMS Access Service	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC- Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	NA
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	NA

Attachment 11

Exhibit 6-MS

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Call Event special Study - per AIN Toolkit Service Subscription - NRC	NA
CNAM, Per Query	$0.016
Per each four-fiber dlv fiber arrangement, NRC 1"	NA
Per each four-fiber dlv fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA

Note(s):
(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.
(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.
(4) This rate element is for those states which have a specific rate for User Profile per B Channel.
(5) This rate element is for use in those states with a different rate for additional minutes of use.
(6) This rate element is for those states who separate rates fo 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.
(7) This charge is only applicable where signaling usage measurement or billing capability does not exist.
(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.

25/15/98

NORTH CAROLINA

PRICING

1. ### General Principles

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

2. ### Local Service Resale

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

Residential Service	21.50%
Business Service:	17.60%

3. ### Unbundled Network Elements

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

4. ### Compensation For Local Interconnection (Call Transport and Termination)

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

5. ### Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6.   **Local Number Portability**

The interim prices for interim number portability are set forth in Table 2.

7.   **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8.   **Electronic Interfaces**

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

9.   **True-up**

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

1.   The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2.   The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General

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

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:

   (a) BellSouth and CLEC is entitled to be a full party to the proceeding;

   (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,

   (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

4. CLEC shall retain its ability under Section 252(I) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

10. **Operational Support Systems (OSS) Rates**

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
NORTH CAROLINA	$100.00	$50.00	$10.80	$22.00

The Rates for Operational Support mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the North Carolina Utilities Commission.

TABLE 1

BELLSOUTH/CLEC INTERIM RATES-NORTH CAROLINA
UNBUNDLED NETWORK ELEMENTS
(all · Rates are subject to true-up)

NRC - NID per 2-Wire Loop--Manual Svc Order--1st	NA
NRC - NID per 2-Wire Loop--Manual Svc Order--Add'l	NA
NRC - NID per 2-Wire Loop--Manual Svc Order--Disconnect	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--1st	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--Add'l	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--Disconnect	NA
NID (all types), per month	$0.52
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Nonrecurring Charge - customer transfer, feature additions,	NA

changes (1)	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—1st	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—1st	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Disconnect	NA
2-Wire Analog VG Loop, per month	$16.71
NRC - 1st	$55.50
NRC - Add'l	$27.80
2-Wire Analog VG Loop-SL.1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL.1-Manual Order Coord	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL.2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$27.20
NRC - 1st	$86.50
NRC - Add'l	$27.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$27.20
NRC - 1st	$276.89
NRC - Add'l	$234.99
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Digital Subscriber Line (ADSL)/Compatible Loop, per month	$17.00
NRC - 1st	$280.15
NRC - Add'l	$243.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Digital Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Digital Subscriber Line (HDSL)/Compatible Loop, per month	$17.00
NRC - 1st	$280.15
NRC - Add'l	$243.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Digital Subscriber Line (HDSL)/Compatible Loop, per month	$27.20
NRC - 1st	$291.43
NRC - Add'l	$255.46
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA

4-Wire DS1 Digital Loop, per month	$151.50
NRC - 1st	$569.99
NRC - Add'l	$335.55
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost - Manual Svc Order - 1st	NA
NRC - Incremental Cost - Manual Svc Order - Add'l	NA
NRC - Incremental Cost - Manual Svc Order - Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	To be negotiated
Sub-Loop 2-Wire Anslog	NA
Loop Feeder per 2-Wire Anslog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Anslog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Anslog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost - Manual Svc Order - 1st	NA
NRC - Incremental Cost - Manual Svc Order - Add'l	NA
NRC - Incremental Cost - Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA
Working Plug-In 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG),	$400.00

per month	
NRC - 1st	$365.92
NRC - Add'l	$89.04
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.15
NRC - 1st	$6.04
NRC - Add'l	$5.61
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog Line Port (Res., Bus.), per month	$2.00
NRC - 1st (all types)	$24.04
NRC - Add'l (all types)	$9.05
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$3.15
NRC - 1st	$24.17
NRC - Add'l	$9.63
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.68
NRC - 1st	$50.00
NRC - Add'l	$18.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	$120.00
NRC - 1st	$145.00
NRC - Add'l	$120.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Port(2) (3), per month	$12.50

NRC - 1st	$75.81
NRC - Add'l	$56.91
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Add'l	NA
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	$246.00
NRC - 1st	$113.86
NRC - Add'l	$95.80
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Add'l	NA
4-Wire ISDN DS1 Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Add'l	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Coin Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
Vertical Features	
Local Switching Features offered with Port, Per month (5)	
Subsequent Order Charge—Electronic	NA
Subsequent Order Charge—Incremental Cost—Manual Svc. Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$0.004
End Office Switching Function, add'l mou (6)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	

Tandem Switching Function per mou	$0.0015
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00004
Common (Shared) Transport Facility - Termination per mou	$0.00035
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS0 - (64 KBPS)	
Interoffice Transport - Dedicated - DS0 - per mile per month	$3.95
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$39.37
NRC - 1st	$24.01
NRC - Add'l	$24.01
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Addl	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$175.00
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$1,200.00
NRC - 1st	$67.19
NRC - Add'l	$67.19
Digital Cross Connects (3/3, 3/1, 1/0)	NA
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
9-25 Miles, Fixed per month	NA
Per mile per month	NA

NRC 1st	NA
NRC Add'l	NA
Over 25 Miles, Fixed per month	NA
Per mile per month	NA
NRC 1st	NA
NRC Add'l	NA
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
Virtual Collocation	Tariff Rates
Interoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
End Office Interconnection/Switching, per mou	$.004
Tandem Interconnection/Switching, per mou	$.0015
Tandem Interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and dedicated transport apply as appropriate.
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 Access Ten Digit Screening (all types), per call (7)	NA
800 Access Ten Digit Screening Svc, W/800 No. Delivery, per query	$0.00395
800 Access Ten Digit Screening Svc, W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$0.00431
800 Access Ten Digit Screening Svc, W/POTS No. Delivery, per query	$0.00383

800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$0.00431
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved—NRC - 1st	$27.00
Reservation Charge per 800 number reserved—NRC - Add'l	$0.50
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$61.00
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$61.00
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$3.00
NRC - Add'l	$1.50
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3.50
NRC - Add'l	$2.00
Change Charge per request	
NRC - 1st	$41.00
NRC - Add'l	$0.50
Call Handling and Destination Features - NRC	$3.00
Resrv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	NA
LIDB Common Transport per query	$0.0003
LIDB Validation per query	$0.03600
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$91.00
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 Signaling Connection, per link (A link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$365.00
CCS7 Signaling Usage, per ISUP message	NA

CCS7 Signaling Usage, per TCAP message	NA
CCS7 Signaling Usage Surcharge, per link per LATA per mo (8)	NA
CCS7 Signaling - Incremental Cost - Manual Svc Order	NA
NRC	NA
NRC - Disconnect	NA
OSS Interactive Ordering and Trouble Mgmt. Estab. per user per month	$150.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$.008
OSS OLEC Daily Usage File: Message Distribution, per message	$.004
OSS Access Daily Usage File: Message Distribution, per message	$.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Order charge, per electronic order, per end user account	$10.80
Surcharge for manually placed orders, per end user account	$22.00
Oper. Provided Call Handling per min - Using BST LIDB	$1.05
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.05
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$0.09
Fully Automated Call Handling per call - Using Foreign LIDB	$0.09
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.54
Verification and Emergency Interrupt, per call	$0.65
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.036
Call Completion Access Term charge per completed call	NA
Number Services Interrupt per query	$.0077
Number Services Interrupt per Interrupt Query Update	NA
Directory Assistance Access Service Calls, per call	$0.271744
Recording cost per announcement	NA
Loading cost per audio unit	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	BSTs FCC 1 Sec 9
NRC - 1st	BSTs FCC 1 Sec 9
NRC - Add'l	BSTs FCC 1 Sec 9
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	BSTs FCC 1 Sec 9
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per min per mo	BSTs FCC 1 Sec 9
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	BSTs FCC 1 Sec 9
NRC - 1st	BSTs FCC 1 Sec 9
NRC - Add'l	BSTs FCC 1 Sec 9

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	BSTs FCC 1 Sec 9
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	BSTs FCC 1 Sec 9
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	BSTs FCC 1 Sec 9
Switched Common Transport per DA Access Service per call per mile	BSTs FCC 1 Sec 9
Access Tandem Switching per DA Access Service per call	BSTs FCC 1 Sec 9
DA Interconnection, per DA Access Service Call	BSTs FCC 1 Sec 9
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	BSTs FCC 1 Sec9
NRC - Add'l	BSTs FCC 1 Sec9
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service, cost per listing	$0.00072
Directory Assistance Database Service, per month	$97.39
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	$5,000.00
Direct Access to Directory Assistance Service, per query	$0.023
Direct Access to Directory Assistance Service, svc estab chg-NRC	$1,000.00
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
███████████████████	
RCF, per number ported (Business Line) X 10 paths	$2.25
RCF, per number ported (Residence Line) X 6 paths	$1.15
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.50
RCF, per service order, per location - NRC - 1st	None
RCF, per service order, per location - NRC - Add'l	None
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
███████████████████	
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
DID, per trunk termination, initial	NA

DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN Related Services with mediation, per query	To be negotiated
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC- Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	NA
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA

Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	NA
Call Event special Study - per AIN Toolkit Service Subscription - NRC	NA
CNAM, Per Query	NA
Per each four-fiber div fiber arrangement, NRC 1st	NA
Per each four-fiber div fiber arrangement, NRC Add'l	NA
Per each fiber strand per route mile or fraction thereof, per month	NA
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	NA

Note(s):
(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.
(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process.
(4) This rate element is for those states which have a specific rate for User Profile per B Channel.
(5) When CLEC buys the switch at the unbundled element rate it will receive vertical services at no additional charge, but when it buys combinations of elements to produce a BellSouth retail service, and thus comes under the resale pricing provisions, it must also pay the wholesale rate for vertical services, if those services are in the retail tariff on the effective date of the agreement. Vertical services which are not in the retail tariff but which can be provided by the switch will be available at no additional charge.)
(6) This rate element is for use in those states with a different rate for additional minutes of use.
(7) This rate element is for those states who separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.
(8) This charge is only applicable where signaling usage measurement or billing capability does not exist.
(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are

TABLE 2

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

<u>**Remote Call Forwarding**</u>

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

TABLE 3

RECORDED USAGE DATA

(Interim Rates)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message ProcessingDistribution, per message	$.004
Data Transmission, per message	$.001
Magnetic tape Processingdistribution per file	$54.95

SOUTH CAROLINA

PRICING

1. ### General Principles

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

2. ### Local Service Resale

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

Residential Service	14.8%
Business Service:	14.8%

3. ### Unbundled Network Elements

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

4. ### Compensation For Local Interconnection (Call Transport and Termination)

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

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

5. ### Ancillary Functions

5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory

authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The interim prices for interim number portability are set forth in Table 2.

7. **Recorded Usage Data**

The interim prices for recorded usage data are set forth in Table 3.

8. **Electronic Interfaces**

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

9. **True-up**

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

10. **Operational Support Systems (OSS) Rates**

	OPERATIONAL SUPPORT SYSTEMS (OSS) RATES			
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
SOUTH CAROLINA	$100.00	$50.00	$10.80	$22.00

The Rates for Operational Support Systems mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the South Carolina Public Service Commission.

BELLSOUTH/CLEC INTERIM RATES - SOUTH CAROLINA
UNBUNDLED NETWORK ELEMENTS
(All rRates are interim, subject to true-up) based on prices developed pursuant to BellSouth cost study submission)

NRC - NID per 2-Wire Loops--Manual Svc Order--1st	NA
NRC - NID per 2-Wire Loops--Manual Svc Order--Add'l	NA
NRC - NID per 2-Wire Loops--Manual Svc Order--Disconnect	NA
NRC - NID per 4-Wire Loops--Manual Svc Order--1st	NA
NRC - NID per 4-Wire Loops--Manual Svc Order--Add'l	NA
NRC - NID per 4-Wire Loops--Manual Svc Order--Disconnect	NA
NID (all types), per month	$0.59
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 58 or 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Nonrecurring Charge - customer transfer, feature additions,	NA

changes (1)	
2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—1st	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—1st	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Disconnect	NA
2-Wire Analog VG Loop, per month	$18.00
NRC - 1st	$51.20
NRC - Add'l	$51.20
2-Wire Analog VG Loop-SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop-SL1-Manual Order Coord	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop-SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA

2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$28.80
NRC - 1st	$51.20
NRC - Add'l	$51.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$28.80
NRC - 1st	$51.20
NRC - Add'l	$51.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month	$18.00
NRC - 1st	$51.20
NRC - Add'l	$51.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	$18.00
NRC - 1st	$51.20
NRC - Add'l	$51.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month	$28.80
NRC - 1st	$51.20
NRC - Add'l	$51.20
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA

4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	$77.39
NRC - 1st	$300.00
NRC - Add'l	$250.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost - Manual Svc Order-1st	NA
NRC - Incremental Cost - Manual Svc Order-Add'l	NA
NRC - Incremental Cost - Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 or 64 Kbps D'n Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Loop Concentration - Channelization Svc (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost - Manual Svc Order - 1st	NA
NRC - Incremental Cost - Manual Svc Order - Add'l	NA
NRC - Incremental Cost - Manual Svc Order - Disconnect	NA
Working Plug-in 2-Wire, NRC-1st	NA
Working Plug-in 2-Wire, NRC-Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month	$400.00
NRC - 1st	$525.00
NRC - Add'l	$525.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.15
NRC - 1st	$8.00
NRC - Add'l	$8.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog Line Port (Res., Bus.), per month	$1.99
NRC - 1st (all types)	$3.50
NRC - Add'l (all types)	$3.50
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	$2.28
NRC - 1st	$3.50
NRC - Add'l	$3.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.08
NRC - 1st	$50.00
NRC - Add'l	$50.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - 1st	NA
NRC - Incremental Cost–Manual Svc Order - Add'l	NA
NRC - Incremental Cost–Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA

NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$130.23
NRC - 1st	$60.00
NRC - Add'l	$60.00
2-Wire ISDN Port(2) (3), per month	$11.73
NRC - 1st	$50.00
NRC - Add'l	$50.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	$270.36
NRC - 1st	$75.00
NRC - Add'l	$75.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect Addl	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	$0.12
NRC - 1st	None
NRC - Add'l	None
Coin Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - 1st	NA
NRC - Incremental Cost-Manual Svc Order - Add'l	NA
NRC - Incremental Cost-Manual Svc Order-Disconnect	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA

Subsequent Order Charge—Electronic	NA
Subsequent Order Charge—Incremental Cost—Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.00221
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$.003172
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$.000012
Common (Shared) Transport Facilities Termination per mou	$.00036
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2 Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2 Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Cha - 1st	NA
NRC - Disconnect Cha - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS0 - 64/56 KBPS	
Interoffice Transport - Dedicated - DS0 - per mile per month	NA
Interoffice Transport - Dedicated - DS0 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Cha - 1st	NA
NRC - Disconnect Cha - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$1.60
Interoffice Transport - Dedicated - DS1 - facilities termination per month	$59.75
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Cha - 1st	NA
NRC - Disconnect Cha - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	$40.00
Interoffice Transport - Dedicated - DS3 - facilities termination per month	$600.00
NRC - 1st	$67.19

NRC - Add'l	$67.19
Digital Cross Connects (3/3, 3/1, 1/0)	TBD
Unbundled Exchange Access IOC	
0-8 Miles, Fixed per month	$16.89
Per mile per month	$.007
NRC 1st	$10.00
NRC Add'l	$10.00
9-25 Miles, Fixed per month	$16.89
Per mile per month	$.007
NRC 1st	$10.00
NRC Add'l	$10.00
Over 25 Miles, Fixed per month	$18.26
Per mile per month	$.0775
NRC 1st	$10.00
NRC Add'l	$10.00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
Virtual Collocation	Tariff Rates
Introffice per mou	NA
Introffice per mou (assumes 5 miles of transport)	NA
End Office Interconnection/Switching, per mou	$.00221
Tandem Interconnection/Switching, per mou	$.003172
Tandem Interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and dedicated transport

	apply as appropriate.
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 Access Ten Digit Screening (all types), per call (6)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$.00115
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$.0012
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$.00115
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$.0012
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved—NRC - 1st	$5.00
Reservation Charge per 800 number reserved—NRC - Add'l	$0.50
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$5.00
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	
NRC - 1st	$3.00
NRC - Add'l	$1.50
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3.50
NRC - Add'l	$2.00
Change Charge per request	
NRC - 1st	$5.00
NRC - Add'l	$0.50
Call Handling and Destination Features - NRC	$3.00
Resrv Chg per 800 # Reserved - Incm Cont-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Trans-Incm Cont-Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Trans-Incm Cont Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incm Cont-Manual Svc Order-NRC	NA
LIDB Common Transport per query	$.0003
LIDB Validation per query	$.038
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$91.00

LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 Signaling Connection, per link (A link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	$155.00
NRC	510.00
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$355.00
CCS7 Signaling Usage, per ISUP message	$.000023
CCS7 Signaling Usage, per TCAP message	$.000050
CCS7 Signaling Usage Surrogate, per link per LATA per mo (7)	$395.00
CCS7 Signaling - Incremental Cost - Manual Svc Order	NA
NRC	NA
NRC - Disconnect	NA
OSS Interactive Ordering and Trouble Maint. Estab. per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$.006
OSS OLEC Daily Usage File: Message Distribution, per message	$.004
OSS Access Daily Usage File: Message Distribution, per message	$.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$.001
OSS Order charge, per electronic order, per end user account	$10.80
Surcharge for manually placed orders, per end user account	$22.00
Oper. Provided Call Handling per min - Using BST LIDB	$1.17
Call Completion Access Termination Charge per call attempt	$.06
Oper. Provided Call Handling per min - Using Foreign LIDB	$1.17
Call Completion Access Termination Charge per call attempt	$.06
Operator Provided Call Handling, per call	NA
Fully Automated Call Handling per call - Using BST LIDB	$.15
Fully Automated Call Handling per call - Using Foreign LIDB	$.15
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.90
Verification and Emergency Interrupt, per call	$0.97
Directory Assist Call Completion Access Svc (DACC), per call attempt	$.25
Call Completion Access Term charge per completed call	$.06
Number Services Interrupt per query	$.30
Number Services Interrupt per Interrupt Query Update	NA
Directory Assistance Access Service Calls, per call	$.25
Recording cost per announcement	NA
Loading cost per audio unit	NA

Directory Transport	
Directory Transport - Local Channel DS1, per month	$133.81
NRC - 1st	$666.97
NRC - Add'l	$466.63
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$23.50
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	$.0003
Switched Common Transport per DA Access Service per call per mile	$.00004
Access Tandem Switching per DA Access Service per call	$.00055
DA Interconnection, per DA Access Service Call	$.000269
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1st	$915.00
NRC - Add'l	$100.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	$.035
Directory Assistance Database Service, per month	$150.00
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	TBD
Direct Access to Directory Assistance Service, per query	TBD
Direct Access to Directory Assistance Service, svc estab chg-NRC	TBD
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	TBD
RCF, per number ported (Business Line), 10 paths	$1.50
RCF, per number ported (Residence Line), 6 paths	$1.25
RCF, per number ported (Business Line), each path	NA
RCF, per number ported (Residence Line), each path	NA
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$.50
RCF, per service order, per location - NRC - 1st	$25.00
RCF, per service order, per location - NRC - Add'l	$25.00
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1st	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
DID per number ported, Residence - NRC	NA
DID per number ported, Residence - NRC - Disconnect	NA
DID per number ported, Business - NRC	NA
DID per number ported, Business - NRC - Disconnect	NA
DID per service order, per location - NRC - 1st	NA
DID per service order, per location - NRC - Add'l	NA
DID per service order, per location - NRC - Disconnect - 1st	NA
DID per service order, per location - NRC - Disconnect - Add'l	NA
DID, per trunk termination, Initial	NA
DID, per trunk termination, Initial - NRC	NA
DID, per trunk termination, Initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost Manual Svc Order	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Access to Poles, per pole, per foot, per year	NA
Access to Conduits, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
AIN Related Services with modification, per query	NA
AIN, per message	$0.0006
AIN - BellSouth AIN SMS Access Service	NA
AIN SMS Access Svc - Svc Estab per state, Initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, Initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC- Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, Initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, Initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	NA

AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Trigger Access Charge, per trigger, per DN, Term, Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term, Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA
Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	NA
Call Event special Study - per AIN Toolkit Service Subscription - NRC	NA
CNAM, Per Query	$0.016
Per each four-fiber dvr fiber arrangement, NRC-1	$1,000.00
Per each four-fiber dvr fiber arrangement, NRC Addl	$1,000.00
Per each fiber strand per route mile or fraction thereof, per month	$241.00
Per Line or PBX Trunk, each	NA
Per Line or PBX Trunk, NRC	$5.00
Note(s): (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request/Bona Fide Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request/Bona	

TABLE 2

INTERIM NUMBER PORTABILITY

Remote Call Forwarding (RCF)

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

TABLE 3

RECORDED USAGE DATA

(Interim Rates subject to True-up)

Recording Services (only applied to unbundled operator services messages), per message	$.008
Message ProcessingProcessingDistribution, per message	$.004
Data Transmission, per message	$.001
Magnetic Tape ProcessingProcessingDistribution per file	$54.95

TENNESSEE
PRICING

1.   **General Principles**

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

2.   **Local Service Resale**

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

Telecommunications Services with
Operator and Directory Assistance
Service: 16.00%

Telecommunications Services without
Operator and Directory Assistance
Service: 21.56%

3.   **Unbundled Network Elements**

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

4.   **Compensation For Local Interconnection (Call Transport and Termination)**

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

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

5.   **Ancillary Functions**

5.1   Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth' Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.

5.2   Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6.   **Local Number Portability**

The prices for interim number portability are set forth in Table 2.

7.   **Recorded Usage Data**

The prices for Recorded Usage Data are set forth in Table 3.

8.   **Electronic Interfaces**

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

9.   **Interim Pricing**

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

10.   ***Operational Support Systems (OSS) Rates**

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES				
	Interactive Ordering and Trouble Maintenance System		OSS Order Charge (per end user account)	
	Non-Recurring Establishment Charge	Recurring Charge, per month	Charge per order	Surcharge for manually placed orders
TENNESSEE	$100.00	$50.00	$10.80	$22.00

The rates for Operational Support Systems mentioned above are interim and subject to modification based upon receipt of a final, non-appealable order by the Tennessee Regulatory Authority.

BELLSOUTH/CLEC INTERIM RATES - TENNESSEE
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS
(Rates are subject to true up)

NRC - NID per 2-Wire Loop--Manual Svc Order--1st	NA
NRC - NID per 2-Wire Loop--Manual Svc Order--Add'l	NA
NRC - NID per 2-Wire Loop--Manual Svc Order--Disconnect	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--1st	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--Add'l	NA
NRC - NID per 4-Wire Loop--Manual Svc Order--Disconnect	NA
NID (all types), per month	$0.56
NID per 2-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire Analog VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire ISDN Digital VG Loop, Per Month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NID per 4-Wire 56 or 64 Kbps Dig Grade Loop	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Nonrecurring Charge - customer transfer, feature additions, changes (1)	NA

2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—1st	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order—Disconnect	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—1st	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Add'l	NA
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost—Manual Svc Order—Disconnect	NA
2-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1.
NRC - Add'l	BST GSST A4.3.1.
2-Wire Analog VG Loop–SL1, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire Analog VG Loop–SL1–Manual Order Coord	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog VG Loop–SL2, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA

2-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Analog VG Loop (Customized), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire Analog VG Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire Analog VG Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire ISDN Digital Grade Loop, per month	$18.00
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ISDN Digital Grade Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Digital Subscriber Line (ADSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire ADSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire Asymmetrical Digital Subscriber Line (ADSL)/ISDN Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
2-Wire High Bit Rate Digital Subscriber Line (HDSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
2-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire High Bit Rate Digital Subscriber Line (HDSL)/Compatible Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA

NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire HDSL Loop (Standard), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
4-Wire DS1 Digital Loop, per month	TBD
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost- Manual Svc Order-1st	NA
NRC - Incremental Cost- Manual Svc Order-Add'l	NA
NRC - Incremental Cost- Manual Svc Order-Disconnect	NA
NRC - Order Coordination for Specified Conversion Time	NA
4-Wire 56 or 64 Kbps Dig Grade Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Unbundled Loops via IDLC	NA
Sub-Loop 2-Wire Analog	NA
Loop Feeder per 2-Wire Analog VG Loop, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month	$9.79
NRC - 1st	$587.00
NRC - Add'l	$255.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Order Coordination for Specified Conversion Time	NA
Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month	$9.23
NRC - 1st	$587.00
NRC - Add'l	$255.00
Loop Concentration - Channelization Sys (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost- Manual Svc Order - 1st	NA
NRC - Incremental Cost- Manual Svc Order - Add'l	NA
NRC - Incremental Cost- Manual Svc Order - Disconnect	NA
Working Plug-In 2-Wire, NRC 1st	NA

Working Plug-in 2-Wire, NRC Add'l	NA
Loop Concentration - Remote Terminal Cabinet (Outside CO)	NA
Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Loop Channelization System (Inside C.O.)	
Loop Channelization Svc-Dig Loop Carrier per Mo. (DS1 to VG), per month	$493.00
NRC - 1st	$525.00
NRC - Add'l	$525.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
CO Channel Interface-2-Wire VG Per Circuit, Per Month	$1.40
NRC - 1st	$8.00
NRC - Add'l	$8.00
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
2-Wire Analog Line Port (Res., Bus.), per month	$1.90
NRC - 1st (all types)	BST GSST A4.3.1
NRC - Add'l (all types)	BST GSST A4.3.1
NRC - 1st (Residence)	NA
NRC - Add'l (Residence)	NA
NRC - 1st (Business)	NA
NRC - Add'l (Business)	NA
NRC - 1st (PBX)	NA
NRC - Add'l (PBX)	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire Analog VG Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
2-Wire DID Port, per month	$12.68
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA

NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire DID Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - Disconnect	NA
4-Wire DS1 Port w/DID capability, per month	$120.00
NRC - 1st	To be negotiated
NRC - Add'l	To be negotiated
2-Wire ISDN Port(2) (3), per month	$1.90
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Addl	NA
NRC - User Profile per B Channel (4)	NA
4-Wire ISDN Port, per month	$308.00
NRC - 1st	To be negotiated
NRC - Add'l	To be negotiated
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Addl	NA
4-Wire ISDN DS1 Port, per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect 1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect Addl	NA
2-Wire Analog Line Port (PBX), per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
2-Wire Analog Hunting, per line per month	NA
NRC - 1st	NA
NRC - Add'l	NA

Coin Port, per month	$1.90
NRC - 1st	BST GSST A4.3.1
NRC - Add'l	BST GSST A4.3.1
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chh - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect	NA
Vertical Features	
Local Switching Features offered with Port, Per month	NA
Subsequent Order Charge—Electronic	NA
Subsequent Order Charge—Incremental Cost—Manual Svc Order	NA
Unbundled End Office Switching (Port Usage)	
End Office Switching Function, per mou	$.0019
End Office Switching Function, add'l mou (5)	NA
End Office Interoffice Trunk Port—Shared, per mou	NA
Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)	
Tandem Switching Function per mou	$0.000679
Tandem Interoffice Trunk Port—Shared per mou	NA
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	NA
Common (Shared) Transport	
Common (Shared) Transport per mile per mou	$0.00004
Common (Shared) Transport Facility Termination per mou	$0.00035
Interoffice Transport - Dedicated - VG	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS0 - DS04 KTP's	
Interoffice Transport - Dedicated - DS0 - per mile per month	$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	$38.37
NRC - 1st	TBD
NRC - Add'l	TBD
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost—Manual Svc Order - 1st	NA
NRC - Incremental Cost—Manual Svc Order - Add'l	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—1st	NA
NRC - Incremental Cost—Manual Svc Order-Disconnect—Add'l	NA
Interoffice Transport - Dedicated - DS1	
Interoffice Transport - Dedicated - DS1 - per mile per month	$23.00

Interoffice Transport - Dedicated - DS1 - facilities termination per month	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental [Cont – Manual Svc Order - 1st	NA
NRC - Incremental [Cont – Manual Svc Order - Add'l	NA
NRC - Incremental [Cont – Manual Svc Order-Disconnect–1st	NA
NRC - Incremental [Cont – Manual Svc Order-Disconnect–Add'l	NA
Interoffice Transport - Dedicated - DS3	
Interoffice Transport - Dedicated - DS3 - per mile per month	NA
Interoffice Transport - Dedicated - DS3 - facilities termination per month	NA
NRC - 1st	NA
NRC - Add'l	NA
Digital Cross Connects (DS0, DS1, DS3)	NA
Unbundled Exchange Access IOC	
0-9 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC 1st	$98.00
NRC Add'l	$98.00
9-25 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC 1st	$98.00
NRC Add'l	$98.00
Over 25 Miles, Fixed per month	$27.00
Per mile per month	$1.90
NRC 1st	$98.00
NRC Add'l	$98.00
Local Channel - Dedicated	
Local Channel - Dedicated - 2-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental [Cont – Manual Svc Order - 1st	NA
NRC - Incremental [Cont – Manual Svc Order - Add'l	NA
NRC - Incremental [Cont – Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - 4-Wire VG	NA
NRC - 1st	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental [Cont – Manual Svc Order - 1st	NA
NRC - Incremental [Cont – Manual Svc Order - Add'l	NA
NRC - Incremental [Cont – Manual Svc Order-Disconnect	NA
Local Channel - Dedicated - DS1	$133.81
NRC - 1st	$668.07
NRC - Add'l	$490.63
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental [Cont – Manual Svc Order	NA
NRC - Incremental [Cont – Manual Svc Order-Disconnect	NA

Virtual Collocation	Tariff Rates
Intraoffice per mou	NA
Interoffice per mou (assumes 5 miles of transport)	NA
End Office Interconnection/Switching, per mou	$0.0019
Tandem Interconnection/Switching, per mou	$0.000676
Tandem Interconnection (assumes 5 miles of transport per mou)	NA
Transport	Network element prices for shared/common and dedicated transport apply as appropriate
Tandem Switch + Transport	NA
Combined Tandem Switch Interconnection	NA
Multi-tandem Interconnection	NA
800 Access Ten Digit Screening (all hours), per call (6)	NA
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	$.004
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	$.004
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	$.004
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	$.004
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	NA
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	NA
Reservation Charge per 800 number reserved—NRC - 1st	$30.00
Reservation Charge per 800 number reserved—NRC - Add'l	$0.50
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1st	$67.50
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Per 800 # Established with POTS Translations	
NRC - 1st	$67.50
NRC - Add'l	$1.50
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Customized Area of Service per 800 Number	

NRC - 1st	$3.00
NRC - Add'l	$1.50
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1st	$3.50
NRC - Add'l	$2.00
Change Charge per request	
NRC - 1st	$48.50
NRC - Add'l	$0.50
Call Handling and Destination Features - NRC	$3.00
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	NA
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	NA
NRC	NA
NRC - Disconnect Chg	NA
Chng Chrg/Request-Incrm Cost Manual Svc Order-NRC	NA
LIDB Common Transport per query	$0.0003
LIDB Validation per query	$.038
LIDB Validation per message	NA
LIDB Originating Point Code Establishment or Change - NRC	$91.00
LIDB - Incremental Cost - Manual Svc Order - NRC	NA
CCS7 Signaling Connection, per link (A link) per month	$155.00
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	Not available pending development of mediation device
NRC	$510.00
NRC - Disconnect	NA
CCS7 Signaling Termination, per STP port per month	$355.00
CCS7 Signaling Usage, per ISUP message	$0.000023
CCS7 Signaling Usage, per TCAP message	$0.00005
CCS7 Signaling Usage Surcharge, per link per LATA per mo(7)	$585.00
CCS7 Signaling - Incremental Cost - Manual Svc Order	NA
NRC	NA
NRC - Disconnect	NA
OSS Interactive Ordering and Trouble Maint. (OSS), per user per month	$50.00
NRC	$100.00
OSS OLEC Daily Usage File: Recording, per message	$0.002
OSS OLEC Daily Usage File: Message Processing, per message	$0.004
OSS Access Daily Usage File: Message Processing, per message	$0.004
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	$54.95
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT),	$0.001

per message	
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	$0.001
OSS Order charge, per electronic order, per end user account	$10.80
Surcharge for manually placed orders, per end user account	$22.00
Oper. Provided Call Handling per min - Using BST LIDB	NA
Call Completion Access Termination Charge per call attempt	NA
Oper. Provided Call Handling per min - Using Foreign LIDB	NA
Call Completion Access Termination Charge per call attempt	NA
Operator Provided Call Handling, per call	$0.30
Fully Automated Call Handling per call - Using BST LIDB	$0.15
Fully Automated Call Handling per call - Using Foreign LIDB	$0.15
Verification, per minute	NA
Verification and Emergency Interrupt, per minute	NA
Verification, per call	$0.90
Verification and Emergency Interrupt, per call	$1.95
Directory Assist Call Completion Access Svc (DACC), per call attempt	$0.12
Call Completion Access Term charge per completed call	NA
Number Services Intercept per query	$0.15
Number Services Intercept per Intercept Query Update	NA
Directory Assistance Access Service Calls, per call	$0.25
Recording cost per announcement	NA
Loading cost per audio unit	NA
Directory Transport	
Directory Transport - Local Channel DS1, per month	$133.81
NRC - 1st	$868.97
NRC - Add'l	$486.83
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	NA
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	$23.00
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	$90.00
NRC - 1st	$100.49
NRC - Add'l	$100.49
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1st	NA
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	NA
Switched Common Transport per DA Access Service per call	NA
Switched Common Transport per DA Access Service per call per mile	NA
Access Tandem Switching per DA Access Service per call	NA
DA Interconnection, per DA Access Service Call	NA
Directory Transport-Installation NRC, per trunk or signaling connection	

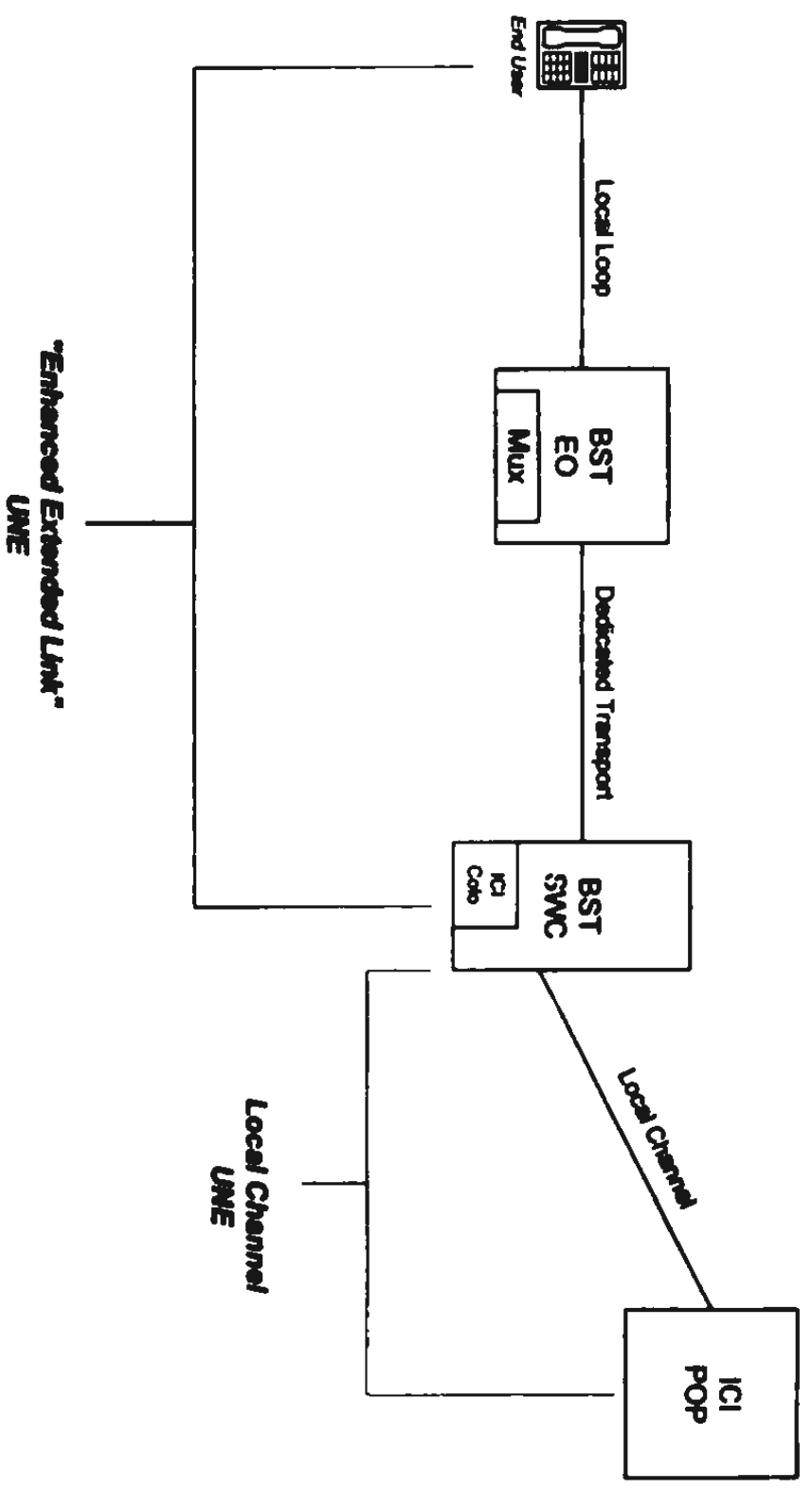|	
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1ˢᵗ	NA
NRC - Disconnect Chg - Add'l	NA
Directory Assistance Database Service (DADS)	
Directory Assistance Database Service cost per listing	NA
Directory Assistance Database Service, per month	NA
Direct Access to Directory Assistance (DADAS)	
Direct Access to Directory Assistance Service, per month	NA
Direct Access to Directory Assistance Service, per query	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC	NA
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disconnect	NA
████████████████████	
RCF, per number ported (Business Line), 10 paths	NA
RCF, per number ported (Residence Line), 6 paths	NA
RCF, per number ported (Business Line), each path	$1.50
RCF, per number ported (Residence Line), each path	$1.25
RCF, per number ported (Res or Bus Line)	NA
NRC	NA
NRC - Disconnect Chg	NA
RCF, add'l capacity for simultaneous call forwarding, per additional path	$0.50
RCF, per service order, per location - NRC - 1ˢᵗ	$25.00
RCF, per service order, per location - NRC - Add'l	$25.00
RCF, per service order, per location - NRC - Disconnect - 1st	NA
RCF, per service order, per location - NRC - Disconnect - Add'l	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1ˢᵗ	NA
NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
████████████████████	.
DID, per number ported, Residence - NRC	NA
DID, per number ported, Residence - NRC - Disconnect	NA
DID, per number ported, Business - NRC	NA
DID, per number ported, Business - NRC - Disconnect	NA
DID, per service order, per location - NRC - 1st	NA
DID, per service order, per location - NRC - Add'l	NA
DID, per service order, per location - NRC - Disconnect - 1st	NA
DID, per service order, per location - NRC - Disconnect - Add'l	NA
DID, per trunk termination, initial	NA
DID, per trunk termination, initial - NRC	NA
DID, per trunk termination, initial - Disconnect	NA
DID, per trunk termination, Subsequent	NA
DID, per trunk termination, Subsequent - NRC	NA
DID, per trunk termination, Subsequent - Disconnect	NA
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	NA
NRC - 1ˢᵗ	NA

NRC - Add'l	NA
NRC - Disconnect Chg - 1st	NA
NRC - Disconnect Chg - Add'l	NA
Access to Poles, per pole, per foot, per year	NA
Access to Conduit, per foot, per year	NA
Access to Innerduct, per foot, per year	NA
	TBD
AIN Related Services with mediation, per query	NA
AIN, per message	NA
AIN - BellSouth AIN SMS Access Service	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	NA
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	NA
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC- Disconnect	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	NA
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	NA
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	NA
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	NA
AIN SMS Access Service - Storage, per unit (100 Kb)	NA
AIN SMS Access Service - Session, per minute	NA
AIN SMS Access Service - Co. Performed Session, per minute	NA
AIN - BellSouth AIN Toolkit Service	NA
AIN, Service Creation Tools	NA
Service Establishment Charge, per state, initial setup - NRC	NA
Service Establishment Charge, per state, initial setup - NRC - Disconnect	NA
Training Session, per customer - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	NA
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	NA
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	NA
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	NA
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, CDP - NRC	NA
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	NA
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	NA
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	NA

Query Charge, per query	NA
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	NA
SCP Storage Charge, per SMS Access Acct, per 100 Kb	NA
Monthly report - per AIN Toolkit Service Subscription	NA
Monthly report - per AIN Toolkit Service Subscription - NRC	NA
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Special Study - Per AIN Toolkit Service Subscription	NA
Special Study - Per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC	NA
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	NA
Call Event special Study - per AIN Toolkit Service Subscription	NA
Call Event special Study - per AIN Toolkit Service Subscription - NRC	NA
CNAM, Per Query	NA
Per each four-fiber div line arrangement, NRC-1	$1,806.19
Per each four-fiber div line arrangement, NRC/Add'l	$1922.66
Per each fiber strand per mile entered line for month, per month	$251.00
Per Line or PBX Trunk, each	TBD
Per Line or PBX Trunk, NRC	TBD

Note(s):
(1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies.
(2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports.
(3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/Bona Fide Request/New Business Request Process.
(4) This rate element is for those states which have a specific rate for User Profile per B Channel.
(5) This rate element is for use in those states with a different rate for additional minutes of use.
(6) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.
(7) This charge is only applicable when signaling usage measurement or billing capability does not exist.
(8) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.
(9) Prices for AIN to be determined upon development of mediation device.
(10) Price for Line Class Codes for Selective Routing shall be determined

Enhanced Extended Link "EEL"
Exhibit E

End User

Local Loop

BST
EO
Mux

Dedicated Transport

BST
SWC
ICI
Colo

Local Channel

ICI
POP

"Enhanced Extended Link"
UNE

Local Channel
UNE

10/31/00

●

●

●

Additional Performance Measures

Product/ ***Insta Category llation		***Net work Availa bility				***Mean Time to Repair	
	**Target Intervals	BST performance to setlintervals	BST performance for Intermedia	**Target Intervals	BST performance to setlintervals	**Target Intervals	BST performance to for Intermedia
Frame Relay 1/Site XDSL	80.7% 80.7% 80.7%					2 1/2 hours 2 1/2 hours 2 1/2 hours	
DS0	TBD						
**UNE Loops							
DS1 DS3	6-7 6-7		80.7% 80.7%			2 1/2 hours 2 1/2 hours	
DS0	5-7	25% less time?	80.7%			2 1/2 hours	
UNE Interoffice Transport							
DS0 DS1 DS3 OC-3 OC-12 OC-48	6-7 6-7 6-7 TBD TBD TBD		80.7% 80.7% 80.7% 80.7% 80.7% 80.7%			2 1/2 hours 2 1/2 hours 2 1/2 hours 2 1/2 hours 2 1/2 hours 2 1/2 hours	

*New Service/retail additional service.

**Target Interval agreed to by parties, going forward to be trued up quarterly based on historical performance of BellSouth to itself and affiliates of BellSouth performance to Intermedia, whichever is better. For UNEs, target interval and BellSouth performance based on comparative retail service tariff commitments. Target intervals are measured in business days.

***Tracked at regional and state level unless required at lower level by FCC/State commissions.

Explanation of Measures/Standards:

- *Calculations based on average intervals consistent with proposed SQM.*

- *Tracking of UNEs consistent with agreement provisions (for example: trigger for tracking a UNE will be at time UNE is actually ordered by Intermedia).*

- *XDSL will be tracked consistent with the agreement provisions trigger for tracking at the time service is order by Intermedia. XDSL category will be broken out by service type. (HDSL, ADSL etc...) consistent with BellSouth resale ing types.*

Non-Performance Provisions (NNPs):

- *Failing adoption of provisions by the FCC or State Commissions, the following NNP's will be assessed to BellSouth for performance to Intermedia that is not in parity to what BellSouth provides to itself or its affiliates.*

- *For any one month, or initial period, that BellSouth is out of parity from target by 30% or for any three month period when BellSouth is out of parity from target by 10% financial penalties will be imposed until parity is reached. For example: resold frame relay -- If the target interval for installation is 5 business days, financial penalties will be imposed if the interval is out of parity by 4.5 days in any given monthly period or by 1 ½ days in 3 consecutive monthly periods.*

- *Penalty assessed for any one month period where BellSouth is out of parity on new installations or new additions is 20% of that month's non-recurring charges.*

- *Penalty assessed to BellSouth if out of parity for three consecutive months on installations or additions is 20% of that period's non-recurring charges.*

- *Penalties associated with repairs use the same formula for the one and three month parity provisions but refunds will be based on recurring charges. For example: If BellSouth is not in parity by 30% or more in any given month, the penalty assessed will be 5% of the total monthly billing for that product category and will continue until parity is reached.*
- *For repair provisions out of parity by 10% or more for a three month period, the penalty will be assessed at 2 ½ % of the monthly recurring charge for the service category in that three month period and will continue until parity is reached.*
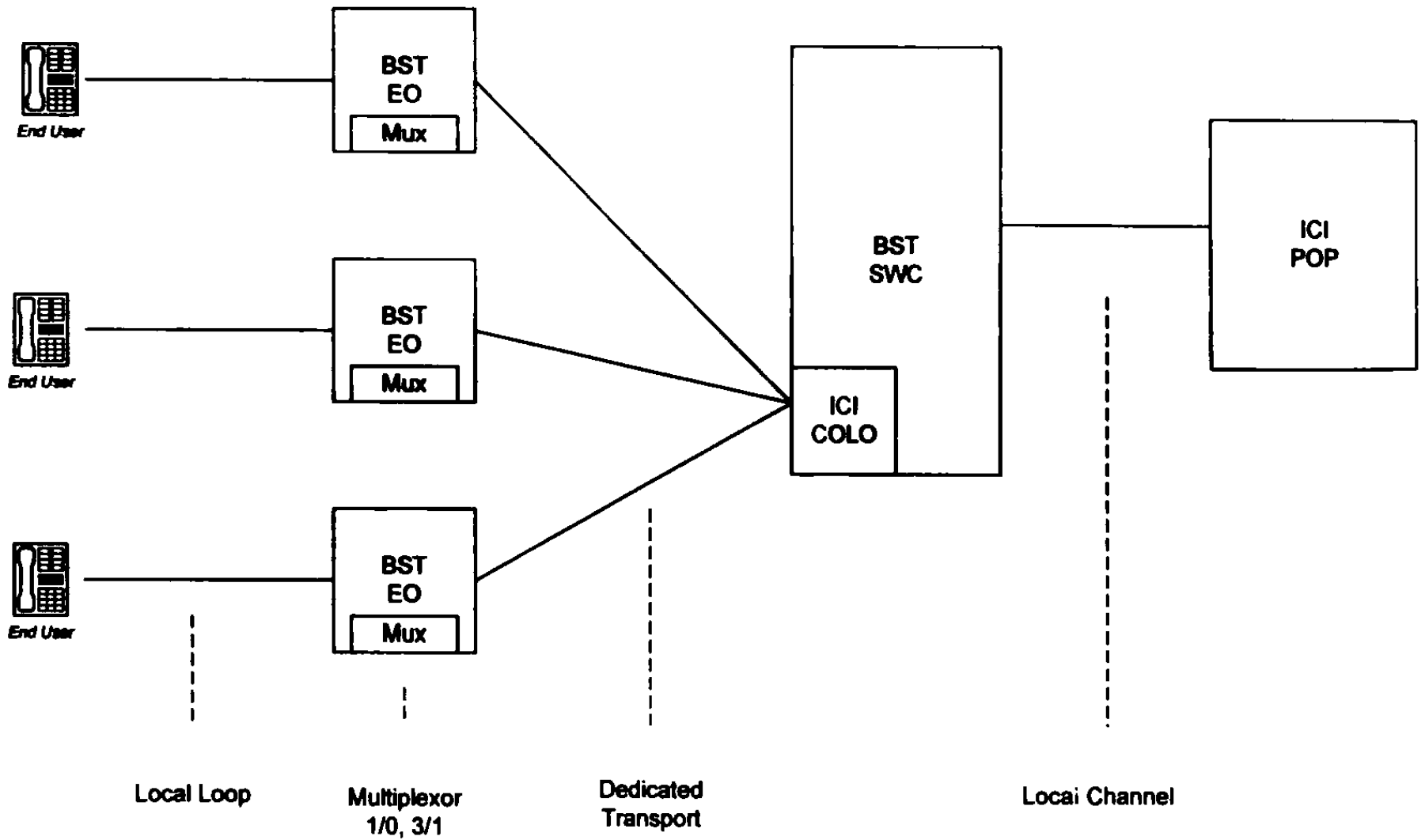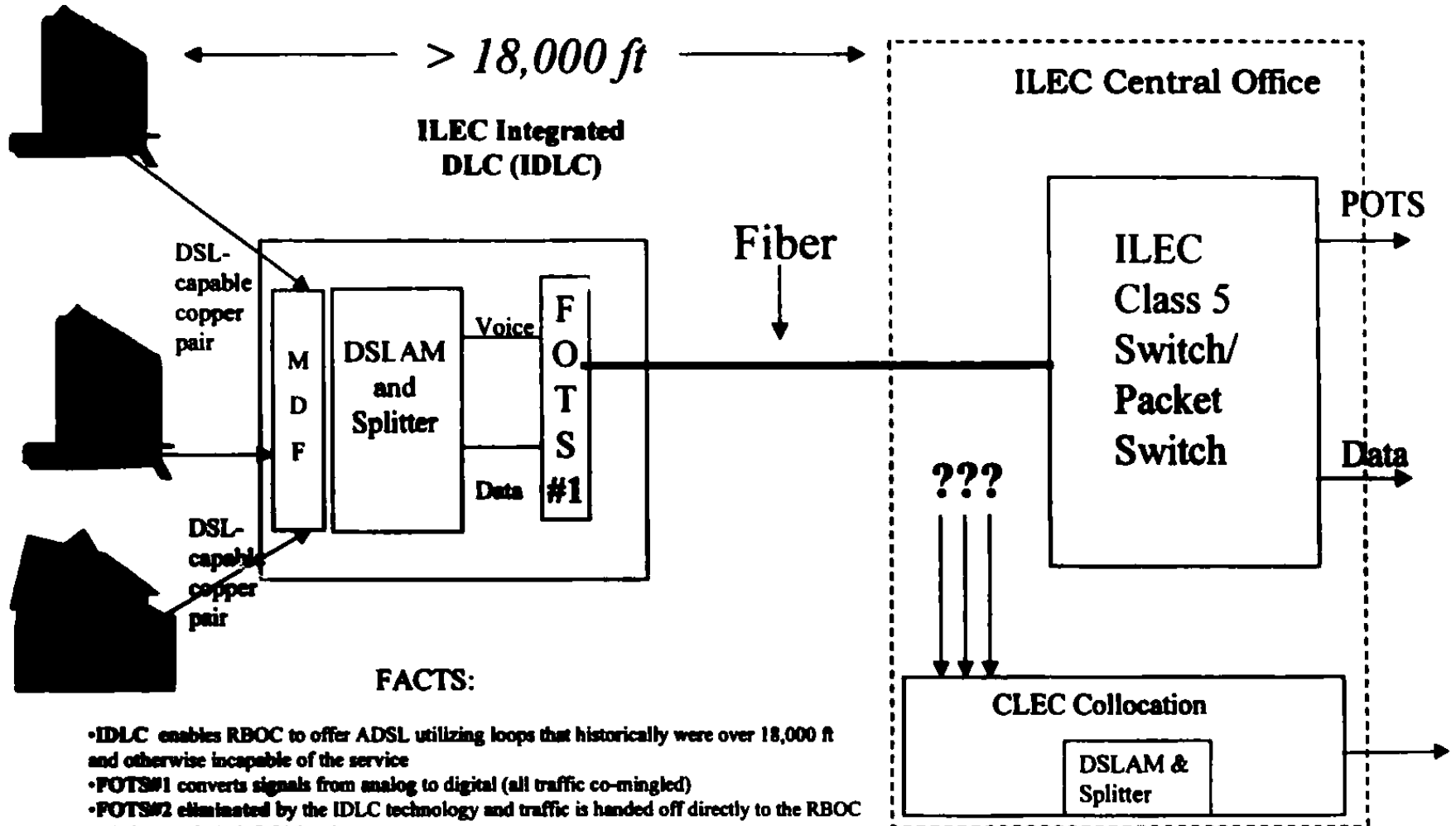
Local Network Components
Exhibit G

End User

End User

End User

BST
EO
Mux

BST
EO
Mux

BST
EO
Mux

BST
SWC

ICI
COLO

ICI
POP

Local Loop

Multiplexor
1/0, 3/1

Dedicated
Transport

Local Channel

10/21/96

-

-

-

Exhibit H
Remote Terminal Illustration

> 18,000 ft

ILEC Integrated DLC (IDLC)

ILEC Central Office

DSL-capable copper pair

DSL-capable copper pair

M D F

DSLAM and Splitter

Voice

Data

F O T S #1

Fiber

ILEC Class 5 Switch/ Packet Switch

POTS

Data

???

CLEC Collocation

DSLAM & Splitter

FACTS:

- IDLC enables RBOC to offer ADSL utilizing loops that historically were over 18,000 ft and otherwise incapable of the service
- FOTS#1 converts signals from analog to digital (all traffic co-mingled)
- FOTS#2 eliminated by the IDLC technology and traffic is handed off directly to the RBOC switches as digital (DS1 level)
- Prevents CLEC from accessing individual VG circuits of individual customers. CLEC would be required at a minimum to take full DS1 channel
- In many instances, the RBOC refuses access to IDLC loops and alternatively offers cooper from customer to CO BUT the length is over 18,000 ft and therefore technically incapable of the service

Exhibit I
DSLAM Illustration

ILEC Central Office

DSL-
capable
copper
pair

DSL-
capable
copper
pairs

M
D
F

DSLAM
and
Splitter

circuit
switched
voice &
data

packet
switched
data &
voice

Class 5
Local
Circuit
Switch

Packet
Switch
or
Router
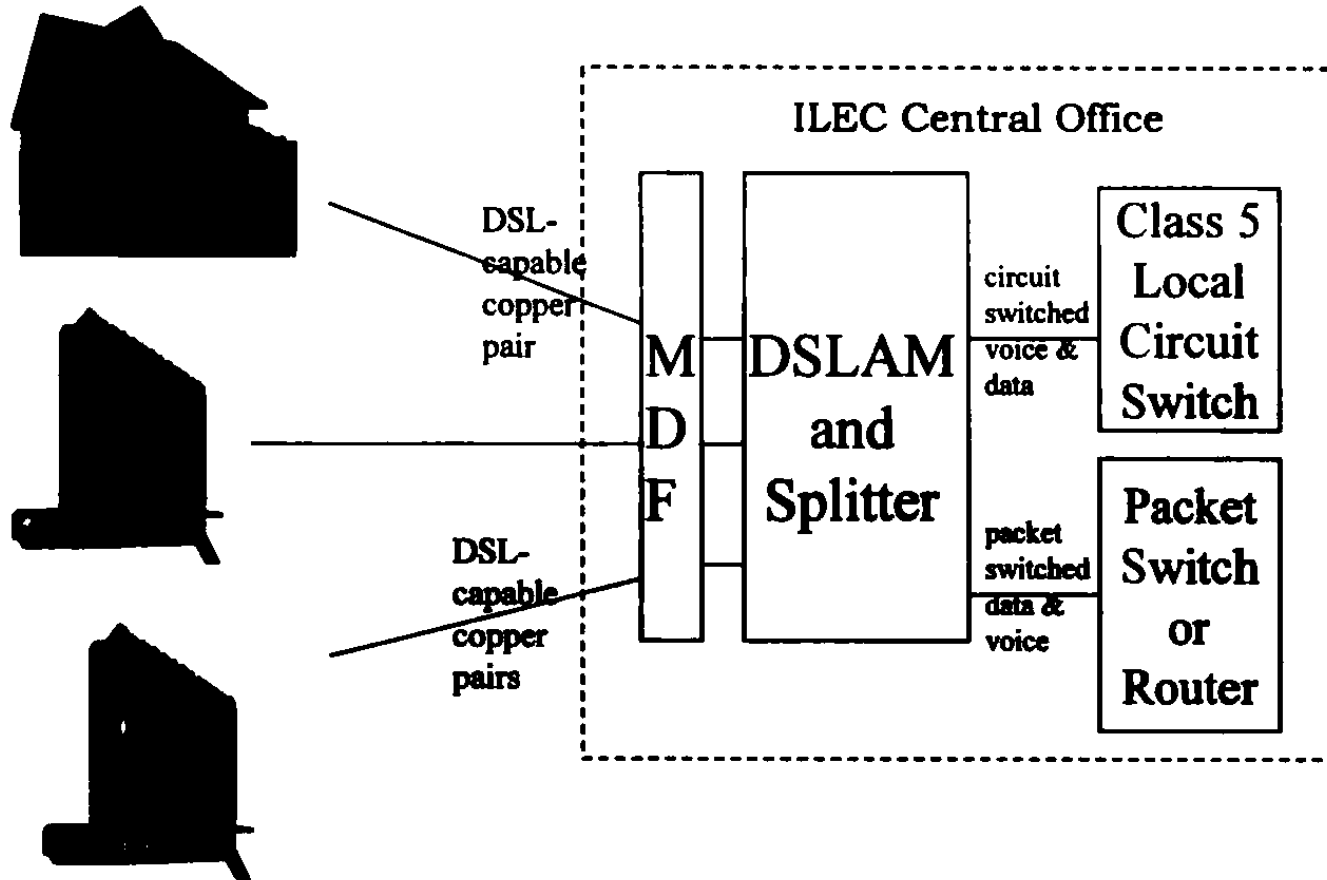
EXHIBIT J
FINAL STATE PSC RECIPROCAL COMPENSATION RULINGS AND/OR ARBITRATION AWARDS

The following state public utility commissions have ruled that CLECs are entitled to receive reciprocal compensation when they terminate ISP traffic that originates on an ILEC network.

ARIZONA

Docket No. U-2752-96-362 et al., Petition of MFS Communications Company, Inc. for Arbitration of Interconnection Rates, Terms, and Conditions with US WEST Communications, Inc. Pursuant to 47 U.S.C. § 252(b) of the Telecommunications Act of 1996, Opinion and Order, Decision No. 59872 (Ariz. Corp. Comm'n Oct. 29, 1996).

COLORADO

Docket No. 96A-287T, Petition of MFS Communications Company, Inc. for Arbitration Pursuant to 47 U.S.C. § 252(b) of Interconnection Rates, Terms, and Conditions with US WEST Communications, Inc., Decision Regarding Petition for Arbitration (Col. Pub. Util. Comm'n Nov. 5, 1996).

CONNECTICUT

Docket No. 97-05-22, Petition of the Southern New England Telephone Company for a Declaratory Ruling Concerning Internet Service Provider Traffic, Decision (Conn. Dept. Pub. Util. Control Sept. 17, 1997).

DELAWARE

Docket No. 97-323, In the Matter of the Petition of MCI Telecommunications Corp. for the Arbitration of Unresolved Issues from the Interconnection Negotiations with Bell Atlantic - Delaware, Inc., Arbitration Award (Del. Pub. Serv. Comm'n Dec. 16, 1997) (not reviewed by full PSC).

FLORIDA

Docket Nos. 971478-TP, 980184-TP, 980495-TP, 980499-TP, In re: Complaint of WorldCom Technologies, Inc. against BellSouth Telecommunications, Inc. for breach of terms of Florida Partial Interconnection Agreement under Sections 251 and 252 of the Telecommunications Act of 1996, and request for relief, et al., Final Order Resolving Complaints (Fla. Pub. Serv. Comm'n Sept. 15, 1998).

ILLINOIS

Docket No. 97-0404, Teleport Communications Group, Inc. v. Illinois Bell Telephone Company d/b/a Ameritech Illinois: Complaint as to Dispute Over Contract Definition, Opinion and Order (Ill. Corp. Comm'n Mar. 11, 1998), aff'd sub nom. Illinois Bell Telephone Company d/b/a Ameritech Illinois v. WorldCom Technologies, Inc. et al., Case No. 98-C-1926, Memorandum Opinion and Order (N. Dist. Ill. July 21, 1998), appeal filed, No. 98-3150 (7th Cir. Aug. 25, 1998).

MARYLAND

ML# 56969, Letter Ruling to the Parties (Md. Pub. Serv. Comm'n Sept. 11, 1997).

MASSACHUSETTS

Docket No. D.T.E. 97-116, Complaint of MFS Intelenet of Massachusetts, Inc. against New England Telephone and Telegraph Company d/b/a Bell Atlantic - Massachusetts for
Breach of Interconnection Terms Entered Into Under Section 251 and 252 of the Telecommunications Act of 1996, October 21, 1998 Order.

MICHIGAN

Case No. U-11178 et al., In the Matter of the Application for Approval of an Interconnection Agreement Between Brooks Fiber Communications of Michigan, Inc. and Ameritech Information Industry Services on Behalf of Ameritech Michigan, Opinion and Order (Mich. Pub. Serv. Comm'n, Jan. 28, 1998), stayed pending FCC resolution, Michigan Bell Tel. Co. v. MFS Intelenet of Michigan, et al., No. 5:98-CV-18 (W. Dist. Mich. Aug. 26, 1998).

MINNESOTA

Docket No. P-442, 421/M-96-855; P-5321, 421/M-96-909; P-3167, 421/M-96-729, In the Matter of the Consolidated Petitions of AT&T Communications of the Midwest, Inc., MCImetro Access Transmission Services, Inc., and MFS Communications Company for Arbitration with US WEST Communications, Inc. Pursuant to Section 252(b) of the Federal Telecommunications Act of 1996, Order Resolving Arbitration Issues and Initiating a US WEST Cost Proceeding (Minn. Pub. Util. Comm'n Dec. 2, 1996).

MISSOURI

Case No. TC-98-278, Petition of Birch Telecom of Missouri, Inc. for Arbitration of the Rates, Terms, Conditions and Related Arrangements for Interconnection with SWBT (Mo. Pub. Serv. Comm'n Apr. 23, 1998).

NEW YORK

Docket No. 97-C-1275, _Proceeding on Motion of the Commission to Investigate Reciprocal Compensation Related to Internet Traffic, Order Closing Proceeding_ (N.Y. Dept. Pub. Serv. Mar. 19, 1998).

NORTH CAROLINA

Docket No. P-55, SUB 1027, _Interconnection Agreement Between BellSouth Telecommunications, Inc. and US LEC of North Carolina, Inc., Order Concerning Reciprocal Compensation for ISP Traffic_, (N.C. Util. Comm'n Feb. 26, 1998), _appeal filed_, No. 98-CV-170 (W. Dist. N.C. Apr. 27, 1998).

OHIO

Case No. 97-1557-TP-CSS, _In the Matter of Complaint of ICG Telecom Group, Inc. v. Ameritech Ohio Regarding the Payment of Reciprocal Compensation, Opinion and Order_ (Ohio Pub. Util. Comm'n Aug. 27, 1998).

Case No. 97-1723-TP-CSS, _In the Matter of the Complaint of MCImetro Access Transmission Services, Inc. v. Ameritech Ohio, Opinion and Order_ (Ohio Pub. Util. Comm'n Oct. 15, 1998).

Case No. 98-308-TP-CSS, _In the Matter of the Complaint of Time Warner Communications of Ohio, L.P., Opinion and Order_ (Ohio Pub. Util. Comm'n Oct. 15, 1998).

OKLAHOMA

Docket No. 970000548, _Application of Brooks Fiber Communications of Oklahoma, Inc. and Brooks Fiber Communications of Tulsa, Inc. for an Order Concerning Traffic Terminating to Internet Service Providers and Enforcing Compensation Provisions of the Interconnection Agreement with Southwestern Bell Telephone Company, Order_ (Okla. Corp. Comm'n Feb. 5, 1998), _appeal filed, SW Bell Tel. v. Brooks Fiber Comm. et al._, No. 98-CV-468 (N. Dist. Okla. July 2, 1998).

OREGON

Order No. 96-324, _In the Matter of the Petition of MFS Communications Company, Inc., for Arbitration of Interconnection Rates, Terms, and Conditions Pursuant to 47 U.S.C. Sec. 252(b) of the Telecommunications Act of 1996, Commission Decision_ (Ore. Pub. Util. Comm'n Dec. 9, 1996).

PENNSYLVANIA

Docket No. P-00971256, <u>Petition for Declaratory Order of TCG Delaware Valley, Inc. for Clarification of Section 5.7.2 of its Interconnection Agreement with Bell Atlantic - Pennsylvania, Inc., Order</u> (Pa. Pub. Util. Comm'n, June 2, 1998). The Pennsylvania PUC recently initiated a generic proceeding to examine the reciprocal compensation issue. <u>See</u> Docket Nos. P-00981404, <u>et. al, Investigation of Issuance of Local Telephone Numbers to Internet Service Providers by Competitive Local Exchange Carriers, Opinion and Order</u> (Pa. Pub. Util. Comm'n Sept. 2, 1998).

TENNESSEE

Docket No. 98-00118, <u>In re: Petition of Brooks Fiber to Enforce Interconnection Agreement and for Emergency Relief, Order Affirming the Initial Order of Hearing Officer</u> (Tenn. Regulatory Auth. Aug. 17, 1998).

TEXAS

Docket Nos. 17922 and 18082, <u>Petition of Waller Creek Communications, Inc. for Arbitration with Southwestern Bell Telephone Company (Docket No. 17922) and Complaint and Request for Expedited Ruling of Time Warner Communications (Docket No. 18082), Order</u> (Tex. Pub. Util. Comm'n Feb. 27, 1998), <u>aff'd, Southwestern Bell Telephone Co. v. Pub. Utility Comm'n, et al.,</u> MO-98-CA-43, <u>Order</u> (issued June 16, 1998), <u>appeal filed,</u> No. 98-50528, <u>et al.</u> (5th Cir. June 4, 1998).

VIRGINIA

Case No. PUC970069, <u>Petition of Cox Virginia Telcom, Inc. for Enforcement of Interconnection Agreement with Bell Atlantic - Virginia, Inc. and Arbitration Award for Reciprocal Compensation for the Termination of Local Calls to Internet Service Providers, Final Order</u> (Va. State Corp. Comm'n Oct. 27, 1997).

WASHINGTON

Docket No. UT-960323, <u>In the Matter of the Petition for Arbitration of an Interconnection Agreement Between MFS Communications Company, Inc. and US WEST Communications, Inc. Pursuant to 47 U.S.C. Section 252, Arbitrator's Report and Decision</u> (Wash. Util. and Transp. Comm'n Nov. 8, 1996), <u>aff'd, U S WEST Communications, Inc. v. MFS Intelenet, Inc.,</u> No. C97-22WD (W.D. Wash. Jan 7, 1998).

WEST VIRGINIA

Case No. 97-1210-T-PC, MCI Telecommunications Corporation Petition for Arbitration of Unresolved Issues for the Interconnection Negotiations Between MCI and Bell Atlantic - West Virginia, Inc. (W. Va. Pub. Serv. Comm'n Jan. 13, 1998).

WISCONSIN

Case Nos. 5837-TD-100 and 6720-TD-100, Contractual Dispute About the Terms of an Interconnections Agreement Between Ameritech Wisconsin and TCG Milwaukee, Inc., Letter Affirming Staff Decision (Wis. Pub. Serv. Comm'n May 13, 1998), appeal filed, Wisconsin Bell, Inc. v. TCG Milwaukee, Inc. and Pub. Service Comm'n, No. 98-C-0366-C (W. Dist. Wis. Apr. 22, 1998).

Case Nos. 5912-TD-100 and 6720-TD-101, Complaint by Time Warner Communications About Alleged Non-Compliance by Ameritech Wisconsin with the Interconnection Agreement Between Ameritech Wisconsin and Time Warner Communications, Letter Affirming Staff Decision (Wis. Pub. Service Comm'n, June 17, 1998).

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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intermedia Communications,)
Inc. for Arbitration with BellSouth   )   DOCKET NO.:
Telecommunications, Inc., pursuant to the   )
Telecommunications Act of 1996   )   FILED:

DIRECT TESTIMONY OF DR. MARVIN H. KAHN

ON BEHALF OF

INTERMEDIA COMMUNICATIONS, INC.

NOVEMBER 19, 1998

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intermedia Communications,)
Inc. for Arbitration with BellSouth)   DOCKET NO.:
Telecommunications, Inc., pursuant to the)
Telecommunications Act of 1996)   FILED:

EXHIBITS ACCOMPANYING THE
DIRECT TESTIMONY OF DR. MARVIN H. KAHN

ON BEHALF OF

INTERMEDIA COMMUNICATIONS, INC.

NOVEMBER 19, 1998

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intermedia Communications, Inc. for Arbitration with BellSouth Telecommunications, Inc., pursuant to the Telecommunications Act of 1996	))))	DOCKET NO.: FILED:

DIRECT TESTIMONY OF DR. MARVIN H. KAHN

1   **I. QUALIFICATIONS AND PURPOSE**

2   Q.   PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.

3   A.   My name is Marvin H. Kahn. I am a Senior Economist and a founding principal of

4   Exeter Associates, Inc. My office is located at 12510 Prosperity Drive, Silver Spring,

5   Maryland 20904.

6   Q.   PLEASE REVIEW YOUR BACKGROUND AND QUALIFICATIONS.

7   I am an economist specializing in public utility regulation, communications, energy, and

8   antitrust analysis. My primary research interest is in the application of microeconomic

9   principles to public policy issues in these areas. Over the last several years, my focus has

10   turned to matters regarding the restructuring of the natural gas pipeline, electric and

11   telephone industries and the regulation of firms in these industries operating

12   simultaneously in competitive and non-competitive markets. Particular issues addressed

13   include unbundling services, Total Element Long Run Incremental Cost ("TELRIC")

14   analyses, the effects of imposing line of business restrictions on regulated firms,

1

1 assessments of alternative regulatory structures, and matters regarding cost allocation and

2 rate design.

3   In addition to my consulting experiences, I taught economics or lectured at the

4 University of Tennessee, the University of Missouri in St. Louis, Washington University

5 in St. Louis, at Merrimac College and at The Johns Hopkins University. I served as a

6 senior economist with the Institute of Defense Analysis and the MITRE Corporation,

7 both not-for-profit Federal Contract Research Centers in the Washington, D.C.

8 metropolitan area. I also served as a senior staff economist with an Ad Hoc Committee

9 of the U.S. House Committee on Currency and Banking, focusing on energy and

10 employment issues.

11   I am a graduate of Ohio Northern University and hold a Ph.D. in Economics from

12 Washington University in St. Louis. Further details of my experience and a complete list

13 of testimonies is included as my Exhibit__(MHK-1).

14 Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

15 A. I have been asked by Intermedia to discuss the economically appropriate costing and

16 pricing methodology for all unbundled network elements ("UNEs"), including advanced

17 services, high-capacity loops, and other elements or interconnection which may not have

18 been covered in this Commission's generic costing (TELRIC) docket.

19   In Section II, which follows immediately, I discuss why TELRIC should be the basis

20 for pricing all UNEs, interconnection activities and all other services offered in a

21 "wholesale" environment. In this same context, I will explain why sufficient and

22 efficient unbundling is necessary if the pro-competitive goals of the Telecommunications

2

1   Act of 1996 (the "Act") are to be met; and the importance of imputation to prevent price

2   discrimination.

3   Section III addresses the appropriate rates, terms and conditions for collocation. I

4   explain why collocation availability and cost are recognized as major potential entry

5   barriers and discuss the necessary conditions to prevent Incumbent Local Exchange

6   Carriers ("ILECs") from discouraging efficient Competitive Local Exchange Carrier

7   ("CLEC") entry.

8   In Section IV, I discuss call termination and the relevant costs for compensation rates

9   to CLECs.

10   In Section V, I present a TELRIC study to calculate frame relay switch UNE costs.

11   To date, BellSouth has not provided any cost data regarding its frame relay system. This

12   cost study is based totally on publicly available data.

13   **II.   COSTING AND PRICING PRINCIPLES**

14   **A. OVERVIEW**

15   Q.   WHAT ECONOMIC POLICY OBJECTIVES SHOULD GOVERN ESTABLISHING

16   PRICES, TERMS AND CONDITIONS OF INTERCONNECTION ARRANGEMENTS

17   AND NETWORK ELEMENTS?

18   A.   The Act expresses the view that the national telecommunications' policy goals could be

19   better met through the workings of a competitive market than through regulated

20   monopoly. The intent is that consumers will benefit from an increase in competitive

21   activity through lower retail prices and a diversity of high-quality service options. This is

22   articulated in the preamble to the Act:

3

1   To promote competition and reduce regulation in order to secure

2   lower prices and higher quality service for American

3   telecommunications consumers and encourage the rapid

4   deployment of new technology.

5   Thus, the primary economic policy objective is the attainment of a "competitive

6   outcome."

7   The Act established a vehicle to allow meaningful and effective competition to

8   develop in the markets for local exchange services. The vehicle is the free and unfettered

9   entry into the market for local services. This requires both the appropriate pricing and the

10   availability (which incorporates unbundling to the extent needed by CLECs) of network

11   resources. The pricing of unbundled network elements is one of the critical components

12   of any open market policy implementing the new Sections 251(c)(3) and 252(d)(1) of the

13   Act. Since the market is not now competitive, regulatory oversight remains necessary to

14   achieve this outcome. A key policy objective for the Commission should be to establish

15   prices for all interconnection and network elements that are consistent with a competitive

16   market outcome.

17   Adherence to economic pricing principles is important in achieving the competitive

18   outcome. The methodology used to determine the price ILECs charge for use of their

19   facilities must send the correct price signals, encourage the entry of efficient competitors,

20   and, thus, allow consumers to benefit from an increase in competitive activity including

21   lower retail prices and a diversity of service choices. The ultimate goal of the Act is the

22   creation of these potential consumer benefits.

4

1   To accomplish these goals BellSouth should be required to establish rates for

2   interconnection and unbundled elements pursuant to a forward-looking economic cost

3   pricing methodology. Only a forward-looking methodology will encourage efficient

4   competitive entry and promote competition throughout the state.

5   In what follows, establishing costs for pricing purposes is discussed in Section B of

6   this section, issues of non-discriminatory pricing are discussed in Section C, and issues of

7   unbundling are addressed in Section D.

8   Q.   WHAT ARE THE EFFICIENCY IMPLICATIONS ASSOCIATED WITH THE

9   COMPETITIVE MARKET OUTCOME?

10   A.   In a competitive market, characterized by a sufficient number of buyers and sellers so that

11   no market participant can dictate the price or quantity, the market yields important

12   efficiencies. Relevant aspects include operational and allocative efficiencies.

13   Operational efficiency results when the lowest cost method of production is utilized

14   to produce the good or service in question. Market competition promotes this result. For

15   instance, new entrants into the market are not required to adopt the same operating

16   methods or technologies used by the incumbent. Instead, they are able to adopt the

17   lowest cost method of production. With lower costs, these firms will tend to lower the

18   price charged in order to gain market share from higher-cost incumbents. Since market

19   price tends to fall as new entrants increase supply, inefficient producers are forced to

20   either become more efficient or lose market share and possibly cease production

21   altogether.

22   Allocative efficiency results when resources are channeled into the production of

23   those goods and services that are valued more highly than the resources necessary for

5

1   production. As long as the market price covers the additional cost of an additional unit of

2   output, that unit of output would be produced in a competitive market. Since society has

3   scarce resources, it is in society's interest to have these resources used in a way to

4   maximize the value of what is produced with those resources.

5 Q.   HOW DOES PRICING SERVE TO PROMOTE THE OBJECTIVES OF THE

6   TELECOMMUNICATIONS ACT?

7 A.   Pricing plays a critical role in the functioning of a competitive market economy. Pricing

8   sends signals to both buyers and sellers and affects their decisions. In a most general

9   sense, pricing plays two roles: cost compensation and rationing.

10   Sellers turn to price signals to make decisions with regard to market entry and

11   production alternatives. By comparing prices to their own costs, producers determine the

12   markets and the services that are profitable. In addition, price signals are important

13   inputs into "make-buy" decisions. That is, in determining whether entry will be

14   "facilities-based," using UNEs or through resale.

15   Price signals are used by buyers to select among alternative goods and services, and

16   among alternative service providers. Since both producers and buyers of goods and

17   services react to efficient pricing, there is the greatest opportunity to realize the allocative

18   and operation efficiencies discussed above if prices reflect the underlying cost. Thus, to

19   promote the competitive outcome, prices should be cost-based. With cost-based prices,

20   the most efficient producers are rewarded and are ensured adequate compensation for

21   goods and services produced. At the same time, consumers are asked to pay the full

22   additional cost of the resources used to produce the additional output. Cost-based prices,

23   by sending efficient price signals, promote the goals of the Act.

		B. **TELRIC**
1		
2	Q.	WHAT IS THE APPROPRIATE METHODOLOGY FOR DEVELOPING RATES FOR
3		UNBUNDLED ELEMENTS?
4	A.	Decisions in a competitive market are developed based on forward-looking costs, not
5		historic costs. Thus, the appropriate cost methodology to be used in conjunction with a
6		policy intending to promote the competitive outcome and economic efficiency is one
7		which focuses on economic, forward-looking costs. The TELRIC/TSLRIC (Total
8		Service Long Run Incremental Cost) methodology which has been adopted by the Federal
9		Communications Commission ("FCC") and earlier relied upon by this Commission in
10		setting prices for interconnection and network elements is such an approach.
11	Q.	WHAT IS THE DIFFERENCE BETWEEN THE TELRIC METHODOLOGY AS
12		PROPOSED BY THE FCC AND THE TSLRIC METHODOLOGY OFTEN USED BY
13		STATE COMMISSIONS?
14	A.	TELRIC and TSLRIC are both measures of average incremental costs; both are generally
15		based on the same costing logic. In fact, the FCC refers to TELRIC as the application of
16		TSLRIC principles to network elements and BellSouth uses its TELRIC Calculator to
17		produce both TELRIC and TSLRIC estimates. These methods do differ, however, in two
18		broad respects.
19		First, recognize that a TSLRIC focuses initially on services, whereas a TELRIC
20		focuses on network elements. It is not unusual for network elements to be used to
21		provide multiple services. As such, a number of costs and expenses are shared when
22		focusing on service related costs. On the other hand, when focusing on the network

7

1   element itself, these costs are direct. As such, there are a number of costs and expenses

2   which are considered direct in a TELRIC, but are considered shared in a TSLRIC.

3   Second, TSLRIC typically examines costs of services in the retail or end-user

4   market. TELRIC focuses on costs to service providers, i.e., in the "wholesale" market.

5   As such, there are certain retail-related costs and expenses that are properly included in a

6   TSLRIC that should be excluded from a TELRIC.

7   Since the differences between a TSLRIC and a TELRIC deal more with application

8   than concept, I will use the terms TSLRIC and TELRIC interchangeably in what follows.

9 Q. WHY DOES TELRIC PROVIDE A REASONABLE MEASURE OF COSTS FOR

10   PRICING PURPOSES?

11 A. Using TELRIC will result in prices for network elements reflecting forward-looking,

12   efficiently incurred costs. As noted, it is appropriate that prices be based on forward-

13   looking costing methodologies. Efficient decisions regarding market entry, exit and

14   expansion are based on forward-looking comparisons of expected revenues and expected

15   costs. For correct price signals to promote efficient market activity, forward-looking

16   costs should be used.

17   The appropriate cost study is *long run in nature*, *i.e.*, it is based on a time horizon

18   long enough to allow entry or exit to occur and/or for substantial changes in capacity or

19   technology to occur. Those costs affecting any of these decisions (entry, exit, capacity

20   expansion or technology adoption) are forward-looking and variable. A properly

21   structured cost measure or cost study should, therefore, include forward-looking capital

22   costs, and the preponderance of all expenses should be viewed as variable, *i.e.*, shared and

23   common costs should amount to a relatively small fraction of total costs.

8

1   The relevant increment of demand to estimate interconnection or network element

2   costs is the *total demand by all users*, including the incumbent. Hence, the "total service"

3   or "total element" designation. ILECs realize economies of scale. Focusing on any

4   volume of output smaller than the total market may result in higher estimates of per unit

5   costs than are actually realized.

6   The incremental cost calculation is intended to capture the added cost from

7   producing or the cost avoided from discontinuing the service, assuming all other ILEC

8   outputs remain unchanged. For example, the incremental cost of a port is calculated

9   assuming no change in the volume of loops, and the incremental cost of loops is

10 calculated assuming no change in the volume of ports. Since all else is held constant, the

11 calculations focus exclusively on the cost of the unbundled network element.

12 Similarly, the study is to capture all costs associated or attributable to that element,

13 but only those so attributed. For instance, the cost of an unbundled loop should be based

14 on a network designed for narrowband, voice grade services. Costs not necessary for the

15 provision of this grade of service should not be included in this study.

16 The TELRIC/TSLRIC model is a method that adheres to these principles and, thus,

17 promotes the competitive outcome.

18 Q.   MANY OF THE PRICING PROVISIONS OF THE FCC ORDER HAVE BEEN

19 VACATED. THAT FACT NOTWITHSTANDING, IS THE TELRIC CONCEPT AS

20 DESCRIBED BY THE FCC ECONOMICALLY SOUND?

21 A.   Yes. The FCC adopted specific requirements in its *First Report and Order* governing the

22 methodology to be used in developing cost-based rates for interconnection and unbundled

23 elements (including transport and termination) which are consistent with the economic

9

1   principles I outlined above. The FCC's general pricing standard requires that rates be

2   established equal to what is termed the forward-looking economic cost of an element.

3   This forward-looking economic cost of an element is defined by the FCC as the sum of

4   the total element long-run incremental cost of the element (TELRIC), and a reasonable

5   allocation of forward-looking joint and common costs.[1] These costing and pricing

6   principles adopted by the FCC governing pricing rules are economically sound and are

7   designed to promote the competitive outcome. The merits of the FCC approach have not

8   been successfully challenged. As noted above, in vacating portions of the *First Report*

9   *and Order*, the Eighth Circuit Court of Appeals did not address the merits of the FCC's

10   pricing rules. The opinion was based solely on jurisdictional issues.

C.   UNBUNDLING

12 Q.   WHAT SERVICES SHOULD BE SUBJECT TO UNBUNDLING?

13 A.   Although there are legal issues involved here, there are also economic issues and

14   implications. From an economic policy perspective, the successful achievement of the

15   goals of the Act require that all segments of the ILEC network be made available to

16   CLECs pursuant to the unbundling and resale provisions of the Act.

17   The Act calls for the market for telecommunications services to be transformed from

18   one of regulated monopoly to one of market competition. The approach adopted is to

19   accomplish this through a policy of open and expedited entry, rather than through

20   divestiture forced upon the incumbent LECs. Thus, the success of this transition rests

21   critically on whether commissions are able to remove artificial barriers to entry into this

22   market. The paradigm laid out in the Act to accomplish this has two critical components:

---

[1]*First Report and Order*, Appendix B-Final Rules, § 51.505(d).

1   pricing and access. The pricing concerns were discussed earlier. Adequate access

2   requires, as I noted above, that all segments of the ILEC network be open for entry,

3   through the availability of unbundled network elements and interconnection arrangements

4   provided at cost and/or through availability of services for resale.

5 Q.   WHY IS INSUFFICIENT UNBUNDLING AND FLEXIBILITY A POTENTIAL

6   ENTRY BARRIER?

7 A.   As discussed below, incumbents have an obvious incentive to increase the costs of

8   competing providers, whenever possible. One way to do this is to bundle elements or

9   develop rate structures in such a way that CLECs are forced to take and to pay for

10   unnecessary elements. If the competitive outcome is to be promoted, however, there

11   should be no artificial barriers that discourage CLECs from entering a market or from

12   offering services using their own equipment. For example, in Sections III, IV, and V,

13   Ms. Strow discusses the need for unbundling, the high cost of collocation, and why from

14   a business perspective lack of flexibility and forced collocation increases cost and makes

15   entry unattractive. From a financial perspective that is an entry barrier and is inconsistent

16   with the competitive outcome. The level of bundling, the rate "structure" and the

17   flexibility of the offerings to CLECs by incumbent LECs should be such that CLECs do

18   not pay unnecessary or uneconomic costs.

19 Q.   DOES THE RECENT 706 ORDER ADDRESS UNBUNDLING?

20 A.   Yes. The FCC's recent ruling in the 706 Order reinforces this by clarifying that the

21   provision of all advanced services, including packet-switched services and collocation are

22   subject to the unbundling requirements of Section 251(c).[2] In that Order, the FCC ruled

_____

[2]706 Order ¶57 (... all equipment and facilities used in the provision of advanced services are
"network elements" as defined by Section 153(29).)

11

1   that ILECs must offer unbundled access to the "equipment used in the provision of

2   advanced services." This ruling is subject only to consideration of technical feasibility.[3]

3 Q. WHAT ARE THE UNBUNDLING REQUIREMENTS OF SECTION 251(c)?

4 A. In addition to the other duties of Section 251(c), each incumbent LEC has a duty to

5   provide, to any requesting telecommunications carrier, the following:.

6
7   nondiscriminatory access to network elements on an unbundled basis at
8   any technically feasible point on rates, terms and conditions that are just,
9   reasonable and nondiscriminatory in accordance with ... this section and
10   section 252.[4]
11

12   Therefore, incumbent LECs have a duty to provide the same nondiscriminatory access to

13   equipment and facilities needed to provide advanced services as is required to provide

14   voice service; and at rates based on forward-looking costs.[5]

15 Q. IN SECTIONS II AND III OF HER TESTIMONY, MS. STROW DISCUSSES THE

16   TYPES OF LOOPS REQUESTED BY INTERMEDIA, AS WELL AS INTERMEDIA'S

17   REQUEST FOR UNBUNDLED ELEMENTS AND CERTAIN TYPES OF

18   INTERCONNECTION AND PACKET SWITCHED SERVICES. FOR EXAMPLE,

19   INTERMEDIA IS REQUESTING, FOUR-WIRE DS0, DS3, OC3, OC12 AND OC48

---

[3] 706 Order, ¶11.

[4] Section 251(c)(3).

[5] "Network elements" is defined to include any facility or equipment used to provide a
"telecommunications service," and includes any "features, functions and capabilities that are
provided by means of such facility or equipment." 706 Order, ¶50. ¶52 clarifies that this applies
to loops capable of transporting high speed digital signals, and ¶57 clarifies that it applies to
"advanced services" and the facilities and equipment used to provide advanced services.

12

1   LOOPS. SHOULD BELLSOUTH BE REQUIRED TO PROVIDE THESE AS

2   ELEMENTS IN ADDITION TO ITS EXISTING OFFERINGS?

3 A. Yes. As I indicated, from an economic policy perspective, fulfilling the goals of the Act

4   requires that all segments of the ILEC network be available at economically based prices

5   and at non-discriminatory terms and conditions. What I have referred to as adequate

6   access or availability does not exclude certain loops, or interconnection, unbundled

7   transport, or any other necessary element/function/service simply because (a) they have

8   not been offered before or, (b) because the ILEC has not yet completed cost studies or (c)

9   because the loop, UNE or function is associated with an advanced service rather than a

10   voice grade service. Public policy considerations and not the ILECs commercial interests

11   should be the basis of decisions on the extent of unbundling.

12   Secondly, attempts to exclude any UNE, service or function is inconsistent with the

13   706 Order (subject only "technically feasible" constraints). To eliminate entry barriers,

14   access to these is necessary and must be available at forward-looking cost-based rates.

15

16 D. **APPLICABILITY OF 251(C) PRICING AND UNBUNDLING PROVISIONS TO**
17   **ADVANCED SERVICES, INCLUDING PACKET-SWITCHED SERVICES**
18

19 Q. YOU HAVE REFERRED TO INTERCONNECTION AND UNBUNDLED

20   ELEMENTS IN YOUR POLICY DISCUSSIONS. DO THE STANDARDS

21   DISCUSSED ABOVE APPLY TO ALL ADVANCED SERVICES AS WELL?

22 A. Yes. From an economic perspective, the goals of the Act are best promoted if the pricing

23   and unbundling requirements of Sections 251(c) and 252(d) are applied to all equipment,

24   facilities and services required by CLECs for efficient entry. The Act is technologically

13

1 neutral, and access by American consumers to advanced telecommunications

2 technologies is fundamental to the goals of the Act.[*]

3   The FCC has also concluded that the pro-competitive provisions of the Act apply

4 "equally to advanced services and to circuit-switched voice services."[7] This is only

5 logical if one accepts that the Act was "designed" to open the market for all

6 telecommunications services to competition and to do so by allowing free entry.

7 Q. DOES THE TERM "ADVANCED SERVICES" INCLUDE PACKET-SWITCHED

8 SERVICES AND INTERCONNECTION FOR THE PURPOSE OF ACCESS TO

9 "ADVANCED SERVICES?"

10 A. From an economic perspective, it should. In addition, this perspective is also supported

11 by the FCC in its recent 706 Order.

12

13   We conclude that advanced services are telecommunications services. The
14 Commission has repeatedly held that specific packet-switched services are
15 "basic services," that is to say, pure transmission services. xDSL and package
16 switching are simply transmission technologies. To the extent that an advanced
17 service does no more than transport information of the user's choosing between
18 or among user-specified points, without change in the form or content of the
19 information as sent and received, it is "telecommunications," as defined by the
20 Act. Moreover, to the extent that such a service is offered for a fee directly to
21 the public, it is a "telecommunications service." [footnotes omitted][8]
22

23   Thus, any potential telecommunications provider requiring an interconnection with

24 an incumbent LEC for the purpose of transmitting or routing telephone exchange traffic

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[*]As stated in the preamble.

[7]706 Order, ¶11.

[8]706 Order, ¶35.

14

1   or exchange access traffic* (or both) is entitled to that interconnection at prices and on

2   terms as specified in Sections 251(c) and 252(d) of the Act. Thus, TELRIC-based prices

3   are appropriate for the reasons discussed above.

E.   IMPUTATION REQUIREMENTS

5 Q. WHAT ARE THE ECONOMIC IMPLICATIONS IF CHARGES FOR UNEs ARE

6   ALLOWED TO EXCEED THOSE EMBODIED IN THE ILEC'S COMPARABLE

7   RETAIL RATE?

8 A. Under these circumstances, an anticompetitive price squeeze may result. Price squeeze

9   occurs when the ILEC prices an input used by a CLEC to provide service in competition

10   with the ILEC at a level that is anticompetitive in that the pricing, *per se*, effectively bars

11   entry. For instance, if the price BellSouth charges a CLEC for an unbundled network

12   element is higher then the price BellSouth charges its own end user for the retail service

13   which uses that UNE, a price squeeze results. The CLEC can be as efficient as, or even

14   more efficient than, BellSouth, and yet because of the price charged for the UNE, the

15   CLEC cannot expect to operate in this market and fully recover its costs. Entry is

16   blocked by price squeeze.

17 Q. HOW CAN THE COMMISSION ADDRESS THIS MATTER?

18 A. The Commission can address this matter by establishing an imputation requirement.

19   Imputation is needed to deal with the price squeeze and cross-subsidy issues which

20   inevitably arise in an industry where one firm has market power in the wholesale market

21   and competes with others in the retail or end use market. The ILEC has control over

22   certain input facilities and functions (which the ILEC also uses in the provision of its own

---

*See discussion at ¶¶46-48 of the 706 Order.

15

1   retail services) needed by a CLEC to provide telecommunications services. It is this

2   control over "bottleneck" or "essential" facilities and functions which creates potentially

3   non-competitive problems.

4   Q.   PLEASE EXPLAIN.

5   A.   Since the ILEC also competes for the customers targeted by CLECs, the ILEC has an

6   obvious incentive to discourage the entry of competitors to the extent it can. To

7   accomplish this, the CLEC could be forced to purchase unneeded services as part of a

8   bundle in order to get the service or access to the facility that is actually needed for it to

9   provide the particular telecommunications service in question. Or, the ILEC may bundle

10   a "bottleneck" function with other nonessential functions in a way that discourages

11   CLECs. The effect is to unnecessarily increase the cost to CLECs, creating a relative

12   advantage for the ILEC and a disincentive for entry.

13   Second, when the ILEC has market power over the services/functions required by the

14   CLEC and the ILEC competes with the CLEC to provide the same retail service, there is

15   an incentive, facilitated and disguised by the bundling involved, to engage in price

16   discrimination. If the ILEC can effectively charge competitors a higher price for these

17   functions than it incurs itself, the ILEC will have a market advantage of the type

18   specifically proscribed by the Act. Under the Act, ILECs must make these functions or

19   services available at rates that are just, reasonable and non-discriminatory. Charging

20   CLECs costs which exceed the costs the ILEC in essence charges itself, clearly violates

21   the non-discrimination provision of the Act. Other non-competitive activities are

22   possible as well. For example, the ILEC may use high prices for functions over which it

23   has market power to subsidize its services that are subject to more competitive forces.

16

1   Importantly, if the ILEC's cost of providing these functions is lower than the charge

2   to competitors (i.e., the rate CLECs must pay) for the identical function, the ILEC can

3   charge a lower end-use rate (than its competitors) for any service that uses that function.

4   That is, the ILEC can beat the CLEC's price even when the CLEC is technically the more

5   efficient provider. And, importantly, competitive entry does not occur, competition is

6   impaired, and the benefits of competition envisioned by Congress in passing the Act will

7   not occur.

8 Q.   IS THIS THE SAME PROBLEM DESCRIBED BY MS. STROW IN SECTION VIII OF

9   HER TESTIMONY?

10 A.   Yes. In her section, which she refers to as "Pricing Parity," Ms. Strow describes an

11   incident in which Intermedia was disadvantaged in a response to a request for proposals

12   by the state of Georgia because BellSouth's retail proposal to that state was at rates less

13   than the "wholesales" rates to Intermedia. Obviously, a competitive provider cannot buy

14   given elements/services at rates that exceed the ILEC's retail offerings, and compete.[10]

15   This is true, even if the CLEC is the more efficient of the two.

16   If the cost to the CLEC for the "wholesale" functions exceeds the ILEC's retail rate,

17   obviously the ILEC is not *charging itself* the same rate as it is charging the CLEC.

18 Q.   PLEASE EXPLAIN HOW AN IMPUTATION POLICY WILL BE IMPLEMENTED.

19 A.   One method of implementing an imputation policy would be to require that BellSouth

20   charge a CLEC no more than it "charges itself" for a similar element, service or

21   functionality. This policy has two important implications. First, it results in rates that are

22   non-discriminatory. Both BellSouth and the CLECs would be subject to the same prices

---

[10]Additionally, the CLEC must include an overhead and its other costs.

1	for similar services. Second, it would promote efficiency in the market for
2	communications services. With BellSouth and the CLECs being charged the same price
3	for similar elements or functionalities, it would be the relative efficiencies of the two
4	organizations for all other aspects of the service that would determine the least-cost
5	producer, and allow the least-cost producer to establish a lower price, capture a larger
6	market share and/or earn higher profits. Moreover, if BellSouth is forced to charge itself
7	and the CLEC the same price for similar functionalities, BellSouth has every incentive to
8	improve the efficiency of the provision of that network element and to minimize the price
9	charged.
10	To help understand how an imputation policy will be implemented, consider the
11	following hypothetical. BellSouth provisions a particular service utilizing two cost
12	components, which I simply call A and B. A is a network element over which BellSouth
13	has market control, and for which an unbundled network element must be made available.
14	Component B is made up of a variety of activities and expenses incurred by BellSouth in
15	providing the final service, but which are not subject to unbundling or necessarily made
16	available in the form of an unbundled network element. An imputation policy will
17	require BellSouth to establish a *cost for pricing purposes* equal to the sum of the TELRIC
18	for component A and the TSLRIC for component B." In this manner, the non-
19	discriminatory pricing and efficiency conditions described above will result.
20	Q. ARE THERE ANY OTHER IMPLICATIONS OF AN IMPUTATION POLICY THAT
21	ARE WORTH NOTING?

"The imputed amount should be the price for the component A UNE. The assumption is that the UNE price is equal to the TELRIC.

1 A. Yes. As noted above, the stated goal of the Telecommunications Act is to promote

2 competition in order to secure lower prices and higher quality telecommunications

3 services for consumers.[12] This goal is only promoted if the approach is competitively

4 neutral. Competitive neutrality implies not only that rates be cost-based and non-

5 discriminatory, but that the rates not negatively affect the ability of CLECs to compete

6 with the ILEC or other carriers. A rate charged which is not based on economic cost, or

7 which exceeds that rate an ILEC would charge itself and its own customer for the same

8 function will, by definition, discourage efficient entry.

9

10   III. COLLOCATION

11 Q. PLEASE EXPLAIN WHAT IS MEANT BY COLLOCATION?

12 A. Collocation involves the placement and connection of one telecommunications carrier's

13 equipment (located on the premises of another telecommunication carrier) to the

14 equipment (network) of the host carrier. Collocation can be physical or virtual.

15 Q. HOW DOES COLLOCATION POLICY RELATE TO THE DEVELOPMENT OF

16   LOCAL COMPETITION?

17 A. The terms and conditions, including pricing, of collocation are critical to the development

18 of local competition. For competition to successfully emerge, it is necessary that CLECs

19 be able to interconnect with the incumbent's network to exchange traffic. The Act does

20 not require that the CLECs provide all their own facilities, but instead sets up a

21 framework for access to the ILECs' facilities on an unbundled network element basis.

22 For most CLECs, collocation is necessary for accessing unbundled network elements

---

[12]Preamble, Telecommunications Act of 1996.

19

1   most efficiently. That is, interconnecting with the incumbent's network at the

2   incumbent's switching center is likely to be the only business alternative at this time.

3   Unless carriers are able to interconnect efficiently, local competition cannot be expected

4   to successfully emerge. Replication of facilities by CLECs, where efficient, may occur

5   over time, but in defining resale, interconnection and unbundled elements, Congress fully

6   recognized that facilities-based entry would take time. In this context, collocation is

7   clearly an "essential" element which should be made available under rates, terms and

8   conditions which do not create barriers to entry.

9   Q.   CAN COLLOCATION BE A BARRIER TO ENTRY?

10   A.   Definitely. From an economic perspective, collocation is no different than an unbundled

11   network element. It allows the entrant access to a portion of the incumbent's network. If

12   the price charged for this facility is in excess of the cost incurred by the ILEC, or if the

13   CLEC is required to purchase a component of collocation that is not necessary, the

14   entrant will immediately be placed at an economic disadvantage. Competition will be

15   harmed as a barrier to competitive entry will result.

16   In a competitive market, firms can be expected to seek out methods to reduce the

17   cost of collocation, per se, or of finding lower cost collocation equivalents. Different

18   firms will find different collocation options attractive. The PSC should require that

19   collocation options be established.

20   Q.   WHAT ARE THE COLLOCATION REQUIREMENTS OF THE ACT?

21   A.   Section 251(c)(6) of the Act addresses unbundling. That portion of the statute provides:

22
23   [F]or the physical collocation of equipment necessary for
24   interconnection or access to unbundled network elements at the premises
25   of the local exchange carrier, except that the carrier may provide for

20

1   virtual collocation if the local exchange carrier demonstrates to the State
2   commission that physical collocation is not practical for technical
3   reasons or because of space limitations.
4

5 Q.   DID THE FCC ADDRESS COLLOCATION?

6 A.   Yes. Section 251(c)(6)[13] of the Act requires ILECs to provide for collocation on rates,

7   terms and conditions that are just, reasonable, and non-discriminatory.[14] The FCC

8   adopted national rules for physical and virtual collocation.[15] The FCC found that specific

9   rules defining minimum requirements for non-discriminatory collocation arrangements

10   were necessary:

11
12   Our experience in the *Expanded Interconnection*
13   proceeding indicates that incumbent LECs have an
14   economic incentive to interpret regulatory
15   ambiguities to delay entry by new competitors. We
16   and the states should therefore adopt, to the extent
17   possible, specific and detailed collocation rules.[16]
18

19   The FCC's findings were consistent with the incentives discussed above for ILECs

20   to increase the costs of competing providers, if possible.

21   The FCC subsequently acknowledged collocation as a potential entry barrier to

22   CLECs in the provision of advanced services (as well as local voice services).

---

[13]*Additional Obligations of Incumbent Local Exchange Carriers.*

[14]This is the same language used in the Act for unbundled access and interconnection.

[15]First Report and Order, CC Docket No. 96-98, Implementation of the Local Competition
Provisions in the Telecommunications Act of 1996, ¶551 and ¶¶653-772 [Local Competition
Order], August 8, 1996.

[16]Ibid., ¶558.

21

1

2   One of the major barriers facing new entrants that seek to provide
3   advanced services on a facilities basis is the lack of collocation space in
4   many LEC central offices ... Because incumbent LECs have the incentive
5   and capability to impede competition by reducing the amount of space
6   available for a collocation by competitors, the Commission, in the Local
7   Competition Order, required incumbent LECs that deny requests for
8   physical collocation on the basis of space limitations to provide the state
9   commission with detailed floor plans or diagrams of their premises.[17]
10

11   [W]e believe that incumbent LECs have a statutory obligation to
12   offer cost efficient and flexible collocation arrangements.[18]
13

14   As I have discussed, the policy approach should be one which ensures that costs are not

15   unduly increased to CLECs and that the limited amount of available collocation space is

16   efficiently utilized.

17   Q.   WHAT STEPS CAN BE TAKEN TO ENSURE THAT COLLOCATION COSTS TO

18   CLECS AND SPACE CONSIDERATIONS DO NOT CREATE ENTRY BARRIERS?

19   A.   There are a number of options available to the Commission. For example, cageless

20   collocation and sharing of space allows a scare resource (collocation space) to be utilized

21   by a greater number of CLECs than would otherwise be the case. Similarly, requiring

22   ILECs to provide the CLEC with an extended link[19] reduces the entry barrier created by

23   unavailable or uneconomic collocation. This approach also prevents ILECs from forcing

24   CLECs to purchase expensive collocation unnecessarily.

---

[17]706 Order (Advanced Services Order), ¶145.

[18]Ibid., ¶64.

[19]See the testimony of Ms. Strow for an explanation of the Enhanced Extended Link or "EEL"
and how it can be used by CLECs when collocation is uneconomic or unavailable.

22

1   Ms. Strow discusses the specifics of these approaches in her testimony describing

2   Intermedia's requests and requirements. However, from a pro-competitive perspective,

3   there are several things which the Commission should consider in defining rules for

4   collocation policy, be it arbitration or policy in general. This Commission should ensure

5   that BellSouth's proposed charges and terms for collocation are indeed cost based and

6   available to the maximum extent possible.

7   In summary, care must be taken to ensure that charges are based on economic costs,

8   that there is no double recovery of costs, and that the limited amount of collocation space

9   that exists is used as efficiently as possible. The Commission also should not allow

10   BellSouth to force LECs to take unwanted or unneeded facilities, or to collocate

11   unnecessarily.[20]

12   Q.   WHAT IS YOUR CONCERN WITH REGARD TO DOUBLE RECOVERY OF

13   COSTS?

14   A.   Yes. The ILECs have typically undertaken cost studies for UNEs using traditional

15   costing methods. These methods have been developed in an environment where the

16   ILEC and only the ILEC had access to its facilities. This assumption is challenged by the

17   concept of collocation. Take central office space as an example. In its cost studies,

18   BellSouth identifies that portion of its land and building costs that are associated with

19   central office equipment. These costs are used to develop a land and building factor that

20   is added to central office investments in the central office related TELRIC studies. A

---

[20]Costs associated with items that the entrant does not need in order to provide service, and does not want, should not be required. This covers "required" purchases of unwanted elements, the bundling of price elements so that CLECs are forced to take unwanted elements, and inflexibility on the part of the ILEC which causes the same result.

1   similar method is used to identify a land and building factor for computers.[21] All other

2   land and building expenses are also captured in the cost study as shared expense,

3   common expenses or retail related expenses. In this manner, BellSouth recovers 100

4   percent of its land and building expenses in either the retail services or the wholesale

5   unbundled network elements it provides. Collocation charges, on the other hand,

6   typically include a charge for floor space, which is to recover building and land costs.

7   These studies must be reviewed to ensure that there is single and not double recovery.

8   This concern is not unique to collocation activities, but applies to all service charges

9   where there are both non-recurring charges and recurring charges involved.

10 Q.   WHAT ARE YOUR CONCERNS WITH RESPECT TO THE INCUMBENT'S

11   ABILITY TO FORCE CLECS TO TAKE UNWANTED ELEMENTS OR SERVICES?

12 A.   As noted above, there is an incentive on the ILEC's part to increase the costs of

13   competing providers. The ways to do this include: bundling elements in such a way that

14   CLECs are forced to take unnecessary elements, pricing these elements at non-cost based

15   rates and/or to causing delays or other quality of service problems. The concern

16   regarding the ability to force CLECs to take unwanted elements goes to the first of these

17   three. CLECs should not be discouraged from entering or from offering services using

18   their own equipment. The level of bundling and flexibility should be such that CLECs do

19   not pay unnecessary or uneconomic costs.[22]

20

---

[21]See Section 4, Inputs - Loading and Factors, of the BellSouth TELRIC.

[22]See also 706 Order (Advanced Services Order), ¶64.

24

IV. TERMINATION

3 Q. WHAT COSTS ARE TO BE RECOVERED THROUGH CHARGES FOR

4 TERMINATION AND TRANSPORT?

5 A. The requirements for pricing interconnection services including termination and transport

6 are specified at Section 252(d)(2) of the Act. The Act specifies that prices for transport

7 and termination should be based on the costs of the carrier terminating the call that are

8 associated with that function and that these costs should be the "additional costs" of

9 terminating such calls. From an economic perspective, the concept of additional cost

10 incurred by the carrier terminating the call refers to the incremental costs of the

11 termination and transport functions.

12 The FCC established rules are totally consistent with this economic interpretation

13 Act. The FCC identified the appropriate additional cost as the "forward looking,

14 economic cost," [23] of the service or element, including reasonable margins for profit and

15 recovery of joint and common costs. TELRIC would provide an appropriate measure of

16 these costs.

17 Q. DIDN'T THE FCC ESTABLISH A PRESUMPTION OF SYMMETRICAL RATES

18 BASED ON THE ILEC'S COSTS FOR TRANSPORT AND TERMINATION?

19 A. Yes. However, the FCC concluded that if the costs of efficiently configured and operated

20 systems of competing local service providers justify a different rate, state commissions

21 could and should adopt rates that are not symmetrical. [24] Symmetrical compensation was

[23]FCC First Report and Order, CC Docket No. 96-98, para. 1057. In regulatory terminology, these would be the "traffic sensitive" costs associated with the local network.

[24]Local Interconnection Order, ¶¶1085-1089.

1   adopted as an interim measure for many reasons, not the least of which was because there

2   was not cost information for CLECs and, thus, no evidence at the time that costs were

3   other than symmetrical.[25] The Local Interconnection Order, however, clearly anticipated

4   that state commissions would review the symmetry presumption, and directed those state

5   commission to "give full and fair effect to the economic costing methodology" of the

6   Order when evaluating the cost studies of CLECs.

7   Q.   IS THERE REASON TO BELIEVE THAT THE COST FOR A CLEC TO

8   TERMINATE A CALL IS DIFFERENT THAN THE ILEC'S COST TO PROVIDE

9   THE SAME FUNCTION?

10 A.   Yes. Generally, I would expect the ILEC to realize greater economies of scale and scope

11   than would a CLEC. There is also evidence of scale economies in switching systems.[26]

12   Newer and smaller entrants will not buy equipment in the same volumes or provide the

13   same diversity and scope of services that the ILEC provides. Finally, a CLEC is likely to

14   realize a higher cost of capital than does the ILEC. These items could affect equipment

15   costs and expenses. Thus, there is reason to be concerned that the CLECs unit costs may

16   exceed that of the ILEC.

17 Q.   HOW SHOULD THE COMMISSION, THEN, ESTABLISH THE RATES PAID TO

18   CLECS FOR PROVIDING CALL TERMINATION?

19 A.   The rates paid to CLECs for providing call termination should be based on the CLEC's

20   forward-looking costs. This is consistent with the economic policy objectives of the Act.

---

[25]Ibid., ¶1089

[26]See Further Notice of Proposed Rulemaking, Federal State Joint Board on Universal, Service, CC Docket No. 96-45, July 18, 1997.

V. FRAME RELAY TELRIC

1

2

3   Q.   WHAT METHODS DID YOU USE TO DEVELOP FRAME RELAY UNE TELRICS?

4   A.   The procedures, methods and assumptions used were tailored to producing forward-

5   looking cost estimates of frame relay switching UNEs. My estimates employ efficient

6   technology. The frame relay switches selected reflect technologies being currently

7   deployed. Current market prices, adjusted for anticipated cost trends were used for

8   equipment. The Expense Factors used in the study were generally those that have been

9   approved by the Commission for BellSouth. These factors are applied to the equipment

10   costs. The TELRIC results are shown in Exhibit__(MHK-2).

11 Q.   WHAT ARE THE KEY COMPONENTS OF YOUR FRAME RELAY TELRIC?

12 A.   The study process has four steps:

13   1. Identify the forward-looking facility requirements;

14   2. Develop investment or first costs;

15   3. Calculate expenses: capital, operating, shared and common; and

16   4. Develop monthly costs.

17 Q.   HOW WERE FORWARD-LOOKING FACILITY REQUIREMENTS DETERMINED?

18 A.   Facility requirements are determined based on an understanding of the equipment

19   involved and its uses. Facility requirements and costs were developed by Mr. Campbell

20   (as he describes in his testimony) with assistance from Intermedia and other industry and

21   vendor technical personnel.

22 Q.   HOW WERE INVESTMENT OR FIRST COSTS DEVELOPED?

27

1   A.   These costs were based on vendor prices for the facilities, plus installation costs. The

2   vendor prices for frame relay port cards were taken from the current price list and

3   adjusted to include hardware, generic software and other system related costs. These

4   costs were then adjusted to reflect anticipated discounts and inflation.

5   Q.   HOW ARE OTHER INVESTMENT RELATED COSTS ESTIMATED?

6   A.   Other investment related costs include installation and spare parts, or inventory.

7   Installation cost estimate is per Intermedia and ASCEND. This provides a facility that

8   has been engineered, furnished and installed. As a result, separate estimates for material,

9   TELCO and hardwired are not necessary. The plug-in inventory estimate (spare parts) is

10   per the BellSouth study for digital switching systems. This is consistent with the

11   information provided by the industry for frame relay systems. No separate estimate for

12   support equipment or power was used, as that was included in the investment cost

13   identified above.

14   Q.   HOW WERE EXPENSES CALCULATED?

15   A.   Expenses were calculated using the BellSouth TELRIC calculator methodology. To

16   calculate expenses, we first identified a set of expense factors from the Commission's

17   orders in prior TELRIC proceedings involving cost development. These factors were

18   then applied to the investment costs developed. Expense factors were obtained or

19   developed for capital, maintenance, other tax, shared and common expenses. The

20   expense factors developed by BellSouth were used, unless information specific to frame

21   relay was found to differ and be more appropriate.

22   Capital costs were developed utilizing the phi factor method incorporated into the

23   BellSouth TELRIC Calculator. We used a depreciation service life of five years, with no

1 net salvage value. Return and taxes were based upon the rates approved by the

2 Commission for use in preparing TELRIC estimates. Maintenance expense factor is that

3 developed by BellSouth for digital switching equipment. This factor produced

4 maintenance expense estimates on the high end of the range identified as reasonable by

5 members of the industry that we contacted. The ad valorem, gross receipts, shared and

6 common expense factors were also those approved by the Commission.

7 Q. WHAT FILL FACTORS DID YOU APPLY TO THE FRAME RELAY SWITCH?

8 A. Two separate fill factors were used in this frame relay TELRIC analysis: a utilization

9 rate of slots and the utilization rate of ports on the cards that filled those slots.

10 The frame relay switch used as the basis of this analysis includes 16 slots. It is our

11 understanding that not all 16 can be used to hold port cards, as some are needed for a

12 variety of overhead functions. For purposes of the cost study, we assume that 12 slots of

13 the 16 available slots were used. This fill factor was part of the development of the

14 hardware and software cost factors used in establishing the adjusted list price and first

15 cost shown.

16 Not all ports on the cards included in the switch will be utilized at all times. We

17 used a 50 percent utilization rate for purposes of the cost study. The incorporation of this

18 utilization rate is shown at line 29 of the cost study.

19 Q. DO THESE PRICES ALLOW FOR A REASONABLE PROFIT?

20 A. Yes. These prices include a profit at the Commission's approved cost of money.

21 Q. DO THESE PRICES ALLOW FOR THE RECOVERY OF SHARED AND COMMON

22 COSTS?

1   A.   Yes. Shared and common costs are included in the TELRIC cost at the rate approved by

2   the Commission.

3   Q.   FOR WHAT UNES ARE YOU PROVIDING TELRIC ESTIMATES?

4   A.   At this time, I am providing TELRIC estimates for frame relay switch-related UNEs, i.e.,

5   User Network Interface ("UNI") and Network-to-Network Interface ("NNI") ports.

6   Intermedia will be seeking additional information from BellSouth which will allow us to

7   provide estimates for other frame relay TELRICs. When that information has been

8   received and analyzed, further TELRIC analysis and cost estimates may be provided.

9   Q.   WHAT PRICES ARE YOU RECOMMENDING FOR THESE UNES?

10   A.   We are proposing that the prices be set at the TELRIC-based costs shown in

11   Exhibit__(MHK-2).

12   Q.   DOES THIS CONCLUDE YOUR TESTIMONY?

13   A.   Yes, it does.

14

15

16

MARVIN H. KAHN

Education:

B.A. Business Administration, 1965
Ohio Northern University

Ph.D. Economics, 1974
Washington University

Previous Employment:

1977-1980 - Senior Economist, J.W. Wilson & Associates,
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1975-1977 - Economist, MITRE Corporation, McLean, Virginia,
Department of Energy Planning and Analysis.

1975   - Economist, Institute for Defense Analysis,
Arlington, Virginia, Program Analysis and
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1974   - Staff Economist, Ad Hoc Committee on the Domestic and International
Monetary Effect of Energy and Natural Resource Pricing, U.S. House of
Representatives, Committee on Banking and Currency, Washington, DC.

1969-1974 - Assistant Professor, Economics, University of Tennessee, Knoxville,
Tennessee.

<u>Professional Work</u>:

At J.W. Wilson & Associates, Inc., Dr. Kahn had the principal responsibility of developing and managing the firm's work dealing with analysis of the telecommunications industry. His efforts included basic and applied economic research into the cost of providing telecommunications services and market demand characteristics. He had lead responsibility in the firm's work involving cost of service, rate design, competition, and regulatory policy in telephony.

At the MITRE Corporation, Dr. Kahn directed much of the economic analysis into energy related issues. He was engaged in energy supply and demand analysis examining economic, life style, and growth implications of energy policies and issues; energy facilities siting issues; cost benefit analysis; and utility pricing policies. Particular efforts included econometric investigations of electricity demand, examinations of foreign peak load pricing experience, assessing the economic potential and effect of federal regulations on coal, nuclear and advanced electricity generation technologies, and examining the impact of energy conservation on electric utility growth, load factors and finances.

While at the Institute for Defense Analysis, Dr. Kahn was engaged in economic and cost analysis for the Office of Program Analysis and Evaluation, Office of Assistant Secretary of Defense. He developed an econometric model of manpower supply to naval and private shipyards.

At the Ad Hoc Committee, Dr. Kahn directed and assisted in preparation of committee studies on domestic and international effects of higher energy prices and analysis of energy legislation and policies. He served as the principal investigator in the study of energy price effects on domestic employment, production and price levels.

While serving on the faculty of the University of Tennessee, Dr. Kahn taught a variety of courses in economics including microeconomic, macroeconomic and labor market theory.

<u>Other Professional Activities</u>:

Chairman   -   Workshop on Long Run Energy Demands, sponsored by National Science Foundation, 1976.

Consultant   -   National Republican Senatorial Committee

      -   OAO Corporation

      -   ABT Associates

<u>Selected Publications and Reports</u>:

<u>An Economic and Ratemaking Assessment of Issues Regarding IntraLATA Competition for Telecommunications Services</u>, Exeter Associates, Inc., September 1993.

<u>The Pennsylvania Telecommunications Infrastructure</u>, Exeter Associates, Inc., March 24, 1992, (Co-author).

<u>Report on the Status of Intrastate Incentive Regulation in the United States</u>, Exeter Associates, Inc., March 1992, (Co-author).

<u>Market and Regulatory Effects of the Elimination of the Manufacturing Restriction on the Bell Operating Companies</u>, Exeter Associates, Inc., November 1989, (Co-author).

<u>Assessment of Issues Related to the MFJ Information Services Restrictions</u>, Exeter Associates, Inc., November 1989, (Co-author).

<u>An Analysis of the Open Network Architecture (ONA) Costing and Tariff Plans Filed by the Regional Bell Holding Companies</u>, National Regulatory Research Institute, October 1988, (Co-author).

<u>A Review and Evaluation of the Load Forecasts of Houston Light & Power Company and Central Power & Light Company: Past and Present</u>, Exeter Associates, Inc., 1985, (Co-author).

<u>Study of the Pricing Precedents in Public Utility Industries</u>, Exeter Associates, Inc., November 1983, (Co-author).

<u>Competition, Contribution and Cross Subsidy: An Examination of AT&T Costing and Pricing Procedures</u>, Exeter Associates, Inc., August 1981.

<u>Product and Market Diversification of Regulated Utilities: An Assessment of Competitive, Market and Regulatory Implications</u>, Exeter Associates, Inc., May 1981.

<u>A Study of Jurisdictional Separations to Compare AT&T's Interstate Settlements Information Systems with the Separations Manual and Division of Revenues Process</u>, J.W. Wilson & Associates, Inc., September 1980, (Co-author).

<u>Competition and Growth: An Economic Analysis of the Domestic Market for Private Branch Exchanges</u>, J.W. Wilson & Associates, Inc., September 1978, (Co-author).

"Separations Analysis of New Jersey Bell Telephone Company," J.W. Wilson & Associates, Inc., July 1978.

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"Conservation and Utility Pricing Policies," paper presented at Engineering Foundation Conference on Economic Impacts of Energy Conservation, sponsored by Committee on Science and Technology, U.S. House of Representatives, July 1978.

"An Economic Assessment of Market Potential for Advanced Intermediate and Peaking Electric Generating Technologies," MITRE Corporation, 1978, (Co-author).

Public Policy and Power Plant Siting, MITRE Corporation, March 1977.

Commercialization Case Study: The Light Water Reactor, MITRE Corporation, December 1976.

Fuel Choice vs. Fuel Use: An Economic Analysis of Residential Electricity Demand, MITRE Technical Report, 1976. Paper presented at NSF Workshop on Long Run Energy Demands, June 1976.

Long Run Energy Demands, MITRE Technical Report, 1976.

Electric Utility Financial Problems and Potential Solutions, MITRE Technical Report, April 1976.

Implications of Ownership Patterns on Financing and Development of Western Coal Resources, MITRE Technical Report, May 1976.

"Some Short Run Dynamics of Residential Electricity Consumption," presented at the NSF Workshop on Electric Utility Financial Problems and Potential Solutions, August 1975.

Energy Security and the Domestic Economy: Impact on Prices, Employment and Consumption, Ad Hoc Committee on the Domestic and International Monetary Effect of Energy and Natural Resource Pricing, 93rd Congress, 2nd Session, 1974.

"Layoff Behavior in Manufacturing Industries," (unpublished dissertation), Washington University, St. Louis, Missouri, 1974.

"The Homestead Provision: Its Costs and Those of Some Alternatives," unpublished working paper, Haney for Governor Committee, 1974.

"Extending the Tennessee Sales Tax: Estimates of its Revenue Potential, Distributional Effects, and Cyclical Sensitivity," unpublished working paper, Haney for Governor Committee, 1974.

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Before State Commissions:

Alabama Public Service Commission, Docket No. 17743; testified on separations and affiliated relations.

Alabama Public Service Commission, Docket No. 19983, testified on price cap regulation, local competition and universal service.

Alabama Public Service Commission, Docket No. 25625; testified on the application of TSLRIC/TELRIC principles in the pricing of unbundled network elements.

Alabama Public Service Commission, Docket No. 26029, testified on TELRIC estimates and pricing of unbundled network elements.

Alaska Public Utility Commission, Docket U-78-65; testified on cost of service and rate design of competitive service.

Arizona Corporation Commission, Docket No. E101-91-004; testified on telephone rate design.

Arizona Corporation Commission, Docket Nos. U-3021-96-448, U-3245-96-448, E-1051-96-448; testified on the application of TSLRIC/TELRIC principles in the pricing of unbundled network elements.

Arkansas Public Utility Commission, Docket 83-045-U; testified on access charges, impact of divestiture on revenue requirements and revenue sources, and rate design.

California Public Utilities Commission, Case No. 10001; testified on cost of service and rate design for Centrex service.

California Public Utilities Commission, Docket No. 93-04-003; testified on costing and pricing principles for unbundled network elements.

California Public Utilities Commission, Docket No. R.95-01-020; testified on discrimination and shared and common cost identification, and Universal Service Fund mechanics.

California Public Utilities Commission, Docket No. R.95-04-043; testified on pricing flexibility and local competition rules.

California Public Utilities Commission, Application No. 96-03-007; testified on regulatory policy for certification of a separate subsidiary under Section 272 of the Telecommunications Act of 1996.

California Public Service Commission, A.97-03-004; testified on rate reductions consistent with the PUC's competitively neutral mandate.

Colorado Public Utilities Commission, I&S Docket No. 1720; testified on utility rate design.

Delaware Public Service Commission, Docket No. 89-24T; testified on customer specific pricing of communication services.

Delaware Public Service Commission, Docket No. 91-35T; testified on pricing of Centrex services.

Delaware Public Service Commission, Docket No. 93-47; testified on Rate Design.

Public Service Commission of the District of Columbia, Formal Case No. 777; testified on telephone utility costs of service and rate design.

Public Service Commission of the District of Columbia, Formal Case No. 814, Phase III; competitive status of various services and cost support for pricing competitive services.

Public Service Commission of the District of Columbia, Formal Case No. 827; testified on rate design.

Public Service Commission of the District of Columbia, Formal Case No. 828; testified on regulatory principles and structure regarding competitive services.

Public Service Commission of the District of Columbia, Formal Case No. 828-II; testified on regulatory principles and structure regarding competitive services.

Public Service Commission of the District of Columbia, Formal Case No. 926; rate design.

Florida Public Service Commission, Docket No. 860984-TP; testified on market for interexchange services, pricing of access services and cost methodologies.

Florida Public Service Commission, Docket No. 880069-TL; testified on regulatory policy and depreciation practices.

Florida Public Service Commission, Docket No. 960916-TP; testified on the application of TSLRIC/TELRIC principles in the pricing of unbundled network elements.

Florida Public Service Commission, Docket No. 961537-TP; testified on local competition, unbundling network elements, TELRIC/TSLRIC, pricing.

Georgia Public Service Commission, Docket No. 3765-U; testified on Centrex Costs and Pricing Policies.

Georgia Public Service Commission, Docket No. 3882-U; testified on Alternative Regulatory Structures.

Georgia Public Service Commission, Docket No. 3893-U; testified on Depreciation Policy.

Georgia Public Service Commission, Docket No. 3905-U; testified on incentive regulation.

Georgia Public Service Commission, Docket No. 3914-U; testified on EAS.

Georgia Public Service Commission, Docket No. 4018-U; testified on design and structure of an ONA policy.

Georgia Public Service Commission, Docket No. 4232-U; testified on N11 Service arrangements.

Georgia Public Service Commission, Docket No. 7061-U; testified on costs of unbundled network elements, competitive based markups.

Indiana Public Service Commission, Cause No. 35181; testified on telephone utility rate structures, unbundling of services and implications of FCC Registration Program.

Indiana Public Service Commission, Cause No, 36732; testified on telecommunication cost of services and rate design.

Illinois Commerce Commission, Docket No. 89-0033; testified on regulatory structure and policy and cost study methodology for competitive services.

Illinois Commerce Commission, Docket No. 92-0448; testified on regulatory structure and policy.

Illinois Commerce Commission, Docket No. 93-0319, testified on comparable service requirements to promote gas supply competition.

Kentucky Public Service Commission, Case No. 285; testified on LMS policy.

Kentucky Public Service Commission, Case No. 90-256; testified on telephone rate design.

Kentucky Public Service Commission, Case No. 10109; testified on regulatory policy, telephone productivity growth and price caps.

Kentucky Public Service Commission, Administrative Case No. 323; testified on intraLATA toll competition.

Kentucky Public Service Commission, Case No. 92-297; testified on competitive and ratemaking implications of an extended area service policy.

Kentucky Public Service Commission, Case No. 94-121; testified on appropriate method of regulation.

Kentucky Public Service Commission, Case No. 355; testified on local competition rules.

Kentucky Public Service Commission, Case No. 96-467; testified on the application of TSLRIC/TELRIC principles in the pricing of unbundled network elements.

Kentucky Public Service Commission, Case No. 97-074; testified on rate restructuring implications of rebundling network elemer's.

Louisiana Public Service Commission Docket No. U-17949-(A); testified on negative attrition and alternative regulatory structures.

Louisiana Public Service Commission, Docket No. U-17949-(B); testified on toll competition issues.

Louisiana Public Service Commission, Docket No. U-17949-(D); testified on alternative regulatory structures.

Louisiana Public Service Commission, Docket No. U-17949-(E); testified on total factor productivity, economic depreciation, and an economic analysis of construction programs.

Louisiana Public Service Commission, Docket No. U-17957; testified on AOS policy.

Louisiana Public Service Commission, Docket No. U-18976; testified on cellular service.

Louisiana Public Service Commission, Docket No. U-20710; testified on competitive service pricing.

Louisiana Public Service Commission, Docket No. U-20925; testified on alternative regulatory structures.

Louisiana Public Service Commission, Docket No. U-22020; testified on avoided cost discounts.

Louisiana Public Service Commission, Docket No. U-22022, 22093; testified on costs of unbundled network elements, competitive based markups.

Maine Public Utilities Commission, Docket No. 92-345, Phase I; testified on regulatory policy and structure, and incentive regulation.

Maine Public Utilities Commission, Docket No. 92-345, Phase II; testified on Staff Plan for alternative regulation for Central Maine Power.

Maryland Public Service Commission, Case No. 7435; testified on affiliated relations and utility rate design.

Maryland Public Service Commission, Case No. 7467; testified on jurisdictional separations.

Maryland Public Service Commission, Case No. 7788; testified on the regulatory principles and structure regarding interexchange communications carriers.

Maryland Public Service Commission, Case No. 7851; testified on telephone utility rate design.

Maryland Public Service Commission, Case No. 7902; testified on category cost of service study methodologies.

Maryland Public Service Commission, Case No. 8763; testified on the application of the New Services Test to private coin services.

Massachusetts Department of Public Utilities, DPU No. 19843; testified on affiliated relations, Western Electric pricing.

Michigan Public Service Commission, Case No. U-5197, et al.; testified on Western Electric costs and pricing.

Michigan Public Service Commission, Case No. U-6002; testified on separations.

Mississippi Public Service Commission, Docket No. 97-AD-544; TELRIC and pricing standards.

Nevada Public Service Commission, Docket No. 91-7026; testified on rate design.

New Mexico Public Service Commission, Case No. 96-307-TC; testified on the application of TSLRIC/TELRIC principles in the pricing of unbundled network elements.

New York Public Service Commission, Case No. 27710/27995; testified on costs and rates of local coin service.

New York Public Service Commission, Case No. 27995; testified on category costs of service utility rate design and deregulation.

New York Public Service Commission, Case No. 28264; testified on category costs of service, costs of local service, and design and structure of local exchange rates.

New York Public Service Commission, Case No. 29469; testified on competition and regulation of cellular services.

Ohio Public Utilities Commission, Case No. 79-1184-TP-AIR; testified on rate design and rate structure.

Ohio Public Utili..es Commission, Case No. 83-300-TP-AIR; testified on rate design and rate structure.

Ohio Public Utilities Commission, Case No. 83-464-TP-COI; testified on regulatory structure and access charges.

Ohio Public Utilities Commission, Case No. 84-435-TP-AIR; prepared analysis of rate design.

Pennsylvania Public Utility Commission, R.I.D. No. 289, et al,: testified on utility cost of service methodologies and rate design for competitive telecommunications service offerings.

Pennsylvania Public Utility Commission, Docket R-811512; provided telephone utility cost of service study, testified on rate design.

Pennsylvania Public Utility Commission, Docket R-811819; testified on telephone utility cost of service and rate structure.

Pennsylvania Public Utility Commission, Docket R-832316; testified on access charges, impact of divestiture on revenue requirements and revenue sources, and rate design.

Pennsylvania Public Utility Commission, Docket No. P-830452; testified on the impacts of divestiture on operating company operations and carrier access charges.

Pennsylvania Public Utility Commission, Docket No. R-842779; testified on telephone rate design and stand alone costing procedures.

Pennsylvania Public Utility Commission, Docket No. R-850044; testified on telephone rate design.

Pennsylvania Public Utility Commission, Docket No. R-850170; testified on policy issues regarding public, semipublic and privately owned coin stations and services.

Pennsylvania Public Utility Commission, Docket No. R-850229; testified on rate design.

Pennsylvania Public Utility Commission, Docket No. 860923; rate design and depreciation practices.

Pennsylvania Public Utility Commission, Docket No. R-930715; testified on regulatory structure, productivity growth and utility costs.

Pennsylvania Public Utility Commission, Docket No. 940587; testified on total service long run costs and revenue-cost comparisons of competitive services.

Pennsylvania Public Utility Commission, Docket No. 951005; testified on alternative regulatory structures for small telephone companies.

Pennsylvania Public Utility Commission, Docket No. 963556; testified on rate design for services and network elements.

Pennsylvania Public Utility Commission, Docket No. R-00951005; testified on alternative regulatory structures, total factor productivity, price cap plans.

Pennsylvania Public Utility Commission, Docket No. R-00963534; testified on rate rebalancing in the context of a price cap plan.

Pennsylvania Public Utility Commission, Docket No. A-310203F0002(III), et al.; testified on local competition, TELRIC/TSLRIC pricing of unbundled network elements.

Pennsylvania Public Utility Commission, Docket No. I-00960066; testified on issues related to access charge rate structure and universal service policies.

Rhode Island Public Utilities Commission, Docket No. 1475; testified on rate design and rate structure.

Rhode Island Public Utilities Commission, Docket 1631 (Phase I); testified on revenue requirements and merits of company cost of service studies.

Rhode Island Public Utilities Commission, Docket 1631 (Phase II); provided telephone utility cost of service study.

Rhode Island Utilities Commission, Dockets 1560R, 1631, and 1654; testified on utility cost of service and rate design.

Rhode Island Public Utilities Commission, Docket 1687; testified on rate design and structure of local and toll rates.

Rhode Island Public Utilities Commission, Docket 1698; testified on rate design.

Rhode Island Public Utilities Commission, Docket 1878; testified on rate design.

South Carolina Public Service Commission, Docket 79-305-C; testified on cost of service, rate design, separations and affiliated relationships.

South Carolina Public Service Commission, Docket 82-291-C; testified on telephone utility cost of service methodologies and rate structure.

South Carolina Public Service Commission, Docket No. 97-374-C; testified on costs of unbundled network elements, competitive based markups.

Tennessee Regulatory Authority, Docket No. 96-0133₁; testified on avoided cost discount.

Texas Public Utility Commission, Docket No. 8585; testified on cost study methodology and the pricing of competitive services.

Texas Public Utility Commission, Docket Nos. 16189, 16196, 16226, 16285, 16290; testified on the application of TSLRIC/TELRIC principles in the pricing of unbundled network elements.

Texas Public Utility Commission, Docket No. 16473; testified on local competition, unbundling network elements, TELRIC/TSLRIC, pricing.

Utah Public Service Commission, Docket No. 94-999-01, Phase III; testified on pricing of unbundled network elements, colocation services and interim number portability.

Virginia Corporation Commission, Docket PUC 920029; testified on incentive regulation, utility productivity, utility construction programs.

Virginia Corporation Commission, Docket PUC 930039; testified on productivity growth, construction programs and incentive regulatory plans.

Washington Utilities and Transportation Commission, Case No. U-75-54; testified on cost of service methodologies for competitive telecommunications service offerings.

Washington Utilities and Transportation Commission, Cause Nos. U-86-34, et al.; testified on the establishment of rules and procedures regarding the detariffing of utility products and services.

West Virginia Public Service Commission, Case No. 84-747-T-42T; testified on rate design, access charge structures and affiliated relationships.

West Virginia Public Service Commission, Case No. 85-282-T-GI; testified on the policy of interexchangeable competition.

West Virginia Public Service Commission, Case Nos. 85-490-T-P, et al.; testified on access charge structures.

West Virginia Public Service Commission, Case Nos. 86-038-T-C, et al. testified in complaint case regarding independent telephone company earnings.

West Virginia Public Service Commission, Case No. 86-364-T-GI; testified on access charge structures.

West Virginia Public Service Commission; Case No. 89-206-T-42T; Telephone Rate Design and Local Calling Plans.

West Virginia Public Service Commission; Case No. 90-522-T-42T; Telephone Rate Design and Local Calling Plans.

West Virginia Public Service Commission, Case No. 94-1103-T-GI; testified on total service long run incremental costs and local service competition.

Wisconsin Public Service Commission, Docket No. 6720-TI-103; testified on cost standards for competitive services and compensatory pricing of Centrex service.

Wisconsin Public Service Commission, Docket No. 6720-TI-102; testified on productivity and rate implications of rate moratorium.

Wisconsin Public Service Commission, Docket No. 6720-TR-104; testified on incentive regulation proposals.

Before the Federal Energy Regulatory Commission (FERC):

Natural Gas Pipeline Company of America, Docket No. 87-141; filed testimony on the GIC.

Tennessee Gas Pipeline Company, Docket No. RP-88-228-000 et. al.; filed testimony on
comparable service.

Before Canadian Commissions:

Prince Edward Island Public Utilities Commission, complaint case; testified on cost of service
and rate design for PBX equipment, and the economic implications of interconnection.

Before U.S. Postal Commission:

Docket MC79-3; testified on cost of service and rate design for second-class mail.

Before Legislatures:

Committee on Commerce, U.S. Senate, Subcommittee on Communications; expert witness
testifying for Subcommittee Staff on U.S. Department of Transportation Study on
Impacts of Daylight Savings Time Act.

Committee on Banking and Currency, U.S. House of Representatives, Ad Hoc Committee on the
Domestic and International Monetary Effect of Energy and Natural Resource Pricing;
appeared as Staff witness on inflationary and unemployment effects of the oil embargo,
and on utility pricing policy proposals.

Committee on Consumer Affairs, Pennsylvania House of Representatives, appeared on behalf of
the Office of Consumer Advocate, testified on regulatory policy regarding
telecommunications.

Other:

District Court of Lancaster County, Nebraska, in Re: Norstan Communications vs. State of
Nebraska, Docket No. 355; testified on the market for telecommunications services and
the effect of emerging competition.

U.S. District Court for the District of Columbia, in RE: US. vs. AT&T et. al., C.A. No. 74-1698;
testified on Western Electric PBX Pricing.

U.S. District Court for the Southern District of Florida, in Re: Eugene Steele d/b/a Yacht Buyers
Group vs. Morgan Yacht, et al., Case No. 82-2757-CIU-JE; testified on economic
estimate of damages.

U.S. District Court for the District of Maryland, in Re: Fred Menke's Car Store, Inc. and Fred R. Menke, Sr. vs. Volvo North America Corporation, C.A. No. H86-1150; testified on economic estimate of damages.

U.S. District Court for the Eastern District of Pennsylvania, in Re: Design Sales Associates, Inc. vs. Pittcon Industries, Inc., C.A. No. 87-0805; testified on economic estimate of damages.

Lines 1-3:   Per R. Campbell and Intermedia.

Lines 4-5:   Exeter estimate.

Line 7:   Ascend estimate. Installation estimate eliminates need for costs included by BellSouth in lines 9-13.

Line 16:   Depreciation service life assumed to be 5 years, with zero net salvage.

Lines 17-20, 22-24:   Per BellSouth TELRIC calculator and PSC order.

Line 29:   Exeter estimate.

Land and Building Investments and factors: Per BellSouth TELRIC calculator and PSC order.

	Factor	44.210 Mbps using HSS1 Port Cards	Factor	Buildings	Factor	Land
1 List Price of card		$5,400.00		$1,962.53		$61.77
2 Hardware cost	0.3175	1714.29	0.0000	0.00	0.0000	0.00
3 Software cost	0.2698	1457.14	0.0000	0.00	0.0000	0.00
4 Inflation adjustment	-0.1000	-857.14	0.0405	79.48	0.0405	2.50
5 Vendor discount	-0.3500	-2700.00	0.0000	0.00	0.0000	0.00
6 Subtotal list price		$5,014.29		$2,042.02		$64.27
7 Installation		4000.00		0.00		0.00
8 Plug-in Inventory	0.0687	344.48	0.0000	0.00	0.0000	0.00
9 Material	0.0000	0.00	0.0000	0.00	0.0000	0.00
10 TELCO	0.0000	0.00	0.0000	0.00	0.0000	0.00
11 Plug-in	0.0000	0.00	0.0000	0.00	0.0000	0.00
12 Hardwired	0.0000	0.00	0.0000	0.00	0.0000	0.00
13 Support Equipment & Power	0.0000	0.00	0.0000	0.00	0.0000	0.00
14 Subtotal first cost		$9,358.77		$2,042.02		$64.27
15 Pole loading	0.0000	0.00	0.0000	0.00	0.0000	0.00
16 Conduit loading	0.0000	0.00	0.0000	0.00	0.0000	0.00
17 Depreciation	0.2000	1871.75	0.0216	44.11	0.0000	0.00
18 COM	0.0723	676.64	0.0919	187.66	0.1125	7.23
19 Income Tax	0.0327	306.03	0.0415	84.74	0.0508	3.26
20 Maintenance	0.0345	322.88	0.0018	3.66	0.0000	0.00
21 Ad Valorem	0.0083	77.68	0.0083	16.95	0.0083	0.53
22 Direct Costs		$3,254.98		$337.14		$11.03
23 Shared Costs	0.0334	312.58	0.0006	1.23	0.0000	0.00
24 Gross Receipts Tax	0.0027	9.63	0.0027	0.91	0.0027	0.03
25 Common Cost	0.0539	192.81	0.0539	18.29	0.0539	0.60
26 Annual Cost		$3,770.01		$357.56		$11.65
27 Monthly cost		$314.17		$29.80		$0.97
28 Per port cost (2ports/card)		$157.08		$14.90		$0.49
29 Utilization rate	0.5000	$314.17				

TOTAL COST
(incl. land and building)

$329.55

	Factor	56/64 Kbps Channelized T-1 Port Cards	Factor	Buildings	Factor	Land
1 List Price of card		$7,500.00		$2,399.54		$75.52
2 Hardware cost	0.3175	2380.95	0.0000	0.00	0.0000	0.00
3 Software cost	0.2698	2023.81	0.0000	0.00	0.0000	0.00
4 Inflation adjustment	-0.1000	-1190.48	0.0405	97.18	0.0405	3.06
5 Vendor discount	-0.3500	-3750.00	0.0000	0.00	0.0000	0.00
6 Subtotal list price		$6,964.29		$2,496.72		$78.58
7 Installation		4000.00		0.00		0.00
8 Plug-in Inventory	0.0687	478.45	0.0000	0.00	0.0000	0.00
9 Material	0.0000	0.00	0.0000	0.00	0.0000	0.00
10 TELCO	0.0000	0.00	0.0000	0.00	0.0000	0.00
11 Plug-in	0.0000	0.00	0.0000	0.00	0.0000	0.00
12 Hardwired	0.0000	0.00	0.0000	0.00	0.0000	0.00
13 Support Equipment & Power	0.0000	0.00	0.0000	0.00	0.0000	0.00
14 Subtotal first cost		$11,442.73		$2,496.72		$78.58
15 Pole loading	0.0000	0.00	0.0000	0.00	0.0000	0.00
16 Conduit loading	0.0000	0.00	0.0000	0.00	0.0000	0.00
17 Depreciation	0.2000	2288.55	0.0216	53.93	0.0000	0.00
18 COM	0.0723	827.31	0.0919	229.45	0.1125	8.84
19 Income Tax	0.0327	374.18	0.0415	103.61	0.0506	3.99
20 Maintenance	0.0345	394.77	0.0018	4.49	0.0000	0.00
21 Ad Valorem	0.0083	94.97	0.0083	20.72	0.0083	0.65
22 Direct Costs		$3,979.78		$412.21		$13.48
23 Shared Costs	0.0334	382.19	0.0006	1.50	0.0000	0.00
24 Gross Receipts Tax	0.0027	11.78	0.0027	1.12	0.0027	0.04
25 Common Cost	0.0539	235.74	0.0539	22.36	0.0539	0.73
26 Annual Cost		$4,609.49		$437.18		$14.25
27 Monthly cost		$384.12		$36.43		$1.19
28 Per port cost (4 ports/card)		$96.03		$9.11		$0.30
29 Utilization rate	0.5000	$192.06				

TOTAL COST
(incl. land and building)

$201.47

	Factor	1.536 Mbps using DSX-1 Port Cards	Factor	Buildings	Factor	Land
1 List Price of card		$8,775.00		$2,664.87		$83.87
2 Hardware cost	0.3175	2785.71	0.0000	0.00	0.0000	0.00
3 Software cost	0.2698	2367.86	0.0000	0.00	0.0000	0.00
4 Inflation adjustment	-0.1000	-1392.86	0.0405	107.93	0 0405	3.40
5 Vendor discount	-0.3500	-4387.50	0.0000	0.00	0.0000	0.00
6 Subtotal list price		$6,148.21		$2,772.79		$87.27
7 Installation		4000.00		0.00		0.00
8 Plug-in Inventory	0.0687	559.76	0.0000	0.00	0.0000	0.00
9 Material	0.0000	0.00	0.0000	0.00	0.0000	0.00
10 TELCO	0.0000	0.00	0.0000	0.00	0.0000	0.00
11 Plug-in	0.0000	0.00	0.0000	0.00	0.0000	0.00
12 Hardwired	0.0000	0.00	0.0000	0.00	0.0000	0.00
13 Support Equipment & Power	0.0000	0.00	0.0000	0.00	0.0000	0.00
14 Subtotal first cost		$12,708.00		$2,772.79		$87.27
15 Pole loading	0.0000	0.00	0.0000	0.00	0.0000	0.00
16 Conduit loading	0.0000	0.00	0.0000	0.00	0.0000	0.00
17 Depreciation	0.2000	2541.60	0.0216	59.89	0.0000	0.00
18 COM	0.0723	918.79	0.0919	254.82	0.1125	9.82
19 Income Tax	0.0327	415.55	0.0415	115.07	0.0508	4.43
20 Maintenance	0.0345	438.43	0.0018	4.99	0.0000	0.00
21 Ad Valorem	0.0083	105.48	0.0083	23.01	0.0083	0.72
22 Direct Costs		$4,419.84		$457.79		$14.98
23 Shared Costs	0.0334	424.45	0.0006	1.66	0.0000	0.00
24 Gross Receipts Tax	0.0027	13.06	0.0027	1.24	0.0027	0.04
25 Common Cost	0.0539	261.81	0.0539	24.83	0.0539	0.81
26 Annual Cost		$5,119.18		$485.52		$15.83
27 Monthly cost		$426.60		$40.46		$1.32
28 Per port cost (10ports/card)		$42.66		$4.05		$0.13
29 Utilization rate	0.5000	$85.32				

TOTAL COST

(incl. land and building)

$89.50

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition by Intermedia Communications, Inc. for Arbitration with BellSouth Telecommunications, Inc., pursuant to the Telecommunications Act of 1996	))))))))	DOCKET NO: FILED:

DIRECT TESTIMONY OF

RICHARD J. CAMPBELL

ON BEHALF OF

INTERMEDIA COMMUNICATIONS INC.

NOVEMBER 19, 1998

DIRECT TESTIMONY
OF
RICHARD J. CAMPBELL

1 Q. **PLEASE STATE YOUR NAME, BUSINESS ADDRESS, AND BUSINESS**

2   **AFFILIATION.**

3 A. My name is Richard J. Campbell and my office is located at 2344 Perimeter Park,

4   Atlanta, Georgia. I am an Associate of the consulting firm of Exeter Associates, Inc. My

5   responsibilities focus on a broad range of telecommunications technology issues,

6   including packet technologies for switching systems and outside plant systems deployed

7   in the Public Switched Telephone Network, along with the related recovery of invested

8   capital.

9 Q. **PLEASE DESCRIBE YOUR EDUCATIONAL BACKGROUND.**

10 A. I hold a B. S. degree from the United States Military Academy, West Point, New York

11   and a M. S. degree from Stanford University's Graduate School of Business, Palo Alto,

12   California.

13 Q. **PLEASE REVIEW YOUR TELECOMMUNICATIONS INDUSTRY BUSINESS**

14   **EXPERIENCE.**

15 A. From 1964 through 1976, I worked for AT&T in engineering construction, network

16   planning, and network operations assignments. From 1977 through 1978, I worked as the

17   Director of Business Development for Scientific Atlanta and was responsible for

18   developing new satellite-based cable television systems for commercial and residential

19   mass markets. From 1979 to 1980 I worked for Harris Corporation as Vice President,

20   Marketing for the Communications Group. From 1981 to the present, I have worked as a

21   Telecommunications Consultant on a broad range of telecommunications matters.

| 22 | Q. | **DESCRIBE BRIEFLY YOUR WORK AS IT HAS RELATED TO PUBLIC** |

22 Q. **DESCRIBE BRIEFLY YOUR WORK AS IT HAS RELATED TO PUBLIC**

23 **SERVICE COMMISSION REGULATIuN OF TELEPHONE COMPANIES.**

24 A. I have been engaged in cost, depreciation, management audits and policy analysis

25 pertaining to telephone utilities since 1983. For the Rhode Island Public Utility

26 Commission in Docket 1828 and Docket 1903, my work dealt with analysis of the costs

27 pertaining to central office accounts involving switching, circuits, and cables. This

28 analysis determined whether or not these costs were being fully recovered in special

29 assembly-based tariff rates for Centrex service and considering competitive marketplace

30 alternatives. For the Louisiana Public Service Commission in 1995 in Docket U-17949,

31 Subdocket E, Development of Regulatory Plan for South Central Bell, Including

32 Assessment of Alternative Forms of Regulation; Depreciation Methods and Expensing;

33 Cost of Capital; Capital Structure; and Other Related Matters, my work dealt with

34 responding to the life proposals and supporting arguments for the technology categories

35 presented in BellSouth's 1995 Intrastate Depreciation Rate Study.

36 For the New York Public Service Commission and the South Carolina Public Service

37 Commission, I was the lead technical consultant in mandated audits of the management

38 and operations of Rochester Telephone and Southern Bell of South Carolina. My work

39 included 1) assessing the reasonableness and justification of Rochester Telephone's

40 network plan to replace all of its 43 Analog ESS switching systems with 25 Digital ESS

41 switches over a five year period, and 2) assessing the costs and timing of Southern Bell's

42 network plans to deploy fiber optic cable instead of copper cable in the interoffice plant.

43 For the Virginia State Corporation Commission, my work included helping formulate a

44 regulatory strategy and framework to guide the Commission's future activities and

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45   directions following the breakup of AT&T. In 1997, for American Communication

46   Services of Albuquerque, Inc., I testified before the New Mexico State Corporation

47   Commission in Docket No. 96-310-TC, and in Docket No. 97-334-TC. This testimony

48   was in response to the issue of whether or not the depreciation lives proposed by U S

49   West Communications, Inc. were appropriate for use in forward-looking cost studies. In

50   1998, for American Communications Services, Inc., I filed testimony before the

51   Mississippi Public Service Commission in Docket No. 97-AD-544. This testimony was

52   in response to the proceeding to establish permanent prices for interconnection and

53   unbundled network elements.

54 Q. **WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

55 A.   I have been retained by Intermedia Communications Inc. ("INTERMEDIA") to respond

56   to the issue of the reasonableness of the investments involved in setting rates for

57   unbundled packet switching network elements in BellSouth's network.

58 Q. **WAS THIS TESTIMONY PREPARED BY YOU?**

59 A.   Yes. It was.

60 Q. **WHAT DOCUMENTATION DID YOU REVIEW IN PREPARING YOUR**

61   **EVALUATION?**

62 A.   I obtained and reviewed packet switching technology product information from vendors

63   such as Ascend Communications, Inc. Ascend's packet switching technology is deployed

64   in both the INTERMEDIA's and BellSouth's frame relay networks. I also obtained and

65   reviewed frame relay service descriptions, including BellSouth Fast Packet Network

66   proposal to the State of Georgia, and a service description of MCI's Hyperstream Frame

67   Relay Service.

68 Q. **WHICH SERVICE IS A SIGNIFICANT USER OF CARRIER-BASED PACKET**

69   **SWITCHING TECHNOLOGY?**

70 A. Frame Relay Service.

71 Q. **PLEASE DESCRIBE THE MAIN COMPONENTS OF FRAME RELAY PACKET**

72   **SWITCHING.**

73 A. Frame relay is a connection-oriented data transport service based on packet switching

74   technology. Frame Relay has four main components.

75   First, is a Frame Relay Access Device (FRAD) which connects a user to a frame relay

76   network. The access speed is specified by the user at the time of service ordering, and it

77   is delivered over a dedicated link to a frame relay switch connection. The most common

78   User Network Interfaces (UNIs) operate at speeds ranging from 56 Kbps to 44.210 Mbps.

79   Second, is the frame relay switch, whose ports can receive and send information at

80   various speeds through the network. Users must select the speed which they want

81   information to be transmitted. This user selected speed is called the CIR (Committed

82   Information Rate).

83   Third, is a Data Link Connection Identifier (DLCI), a 10-bit field in the packet header,

84   which allows the carrier to route data through the network to a specific destination.

85   DLCIs are assigned by the carrier and are unique and exclusive to each customer. DLCIs

86   are used to establish logical links from one location to another. These links are called

87   PVCs (Permanent Virtual Circuits). When a PVC is not being used, the bandwidth is

88   available for other users.

89   Fourth, is a Network-to-Network Interface (NNI). This interface is used to connect

90   multiple frame relay switches together at speeds ranging from 56 Kbps to OC12 rates.

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91   Q.   **WHAT USER NETWORK INTERFACES ARE AVAILABLE FROM**

92   **BELLSOUTH TO CONNECT CUSTOMERS TO PACKET SWITCHED**

93   **SERVICES.**

94   A.   Customer connections to packet switching services can be ordered at the following UNI
95   speeds:

96	56 Kbps	320 Kbps	704 Kbps
97	64 Kbps	384 Kbps	768 Kbps
98	112 Kbps	448 Kbps	1024 Kbps
99	128 Kbps	512 Kbps	1152 Kbps
100	192 Kbps	576 Kbps	1.544 Mbps
101	256 Kbps	640 Kbps	44.736 Mbps

102   The most common UNIs operate at 56/64 Kbps, 1.544 Mbps, and 44.736 Mbps. The

103   UNIs are available at tariffed rates.

104 **Q.** **WHAT NNIs ARE AVAILABLE IN BELLSOUTH'S NETWORK FOR PACKET**

105   **SWITCHING?**

106 **A.** Broadband exchange lines designed to transmit digital signals at speeds of 56 Kbps, 64

107   Kbps, 128 Kbps, 1.544 Mbps, and 44.210 Mbps are the NNIs currently used to connect

108   the port of a packet switch to the port of another packet switch at the network-to-network

109   interface level. However, even higher speed broadband exchange lines, such as OC3,

110   OC12, and OC48 will be required to interconnect cell-based packet switches in the future.

111 **Q.** **PLEASE EXPLAIN WHAT A DLCI IS AND WHY IN YOUR OPINION THE**

112   **DLCIs INVESTMENT IS MINIMAL.**

113 **A.** The DLCI is a frame relay connection address, similar to a "White Pages" telephone

114   listing in the voice telephone circuit switched network. Two DLCIs are needed to create

115   a permanent virtual circuit (PVC) over which the originated packets are sent to the

116   destination location. PVCs are end-to-end, bi-directional channels defined in network

117   software and established via the service provisioning process. Consequently, if only one

118   DLCI is known by the originating carrier, then this carrier as part of the network

119   interconnection process with another carrier's packet network, must obtain from the other

120   carrier the DLCI of the destination location in order to create the PVC. Accordingly, the

121   DLCIs must be treated as unbundled network elements. Since the DLCIs represent

| 122 | information contained in routing tables, the investment required for an individual DLCI is |
| 123 | minimal. |

124 Q. **PLEASE DEFINE WHAT CIRs ARE.**

125 A. A Permanent Virtual Circuit can transport packetized information at speeds ranging from

126 1 Kbps to 44.21 Mbps. Carriers providing frame relay service typically commit to

127 transporting the packets at a user specified CIR over the PVC in exchange for a fixed fee.

128 Therefore, if a carrier customer's CIR is to operate over a PVC involving two carrier

129 networks, the matching CIR of the other carrier network needs to be treated as an

130 unbundled network element whose investment in the frame relay switch connection needs

131 to be recovered in the carrier's rate structure.

132 Q. **WHAT ARE THE INVESTMENTS IN FRAME RELAY SWITCHING THAT**

133 **NEED TO BE RECOVERED?**

134 A. The list price of the Ascend B-STDX 900 switch, equipped for frame relay packet

135 switching is $150,000. 20% (30,000) of this cost is for the hardware, consisting of the

136 chassis, fan module, backplane, redundant power supplies, and redundant power cables.

137 The remaining $120,000 represents investment costs for cards located in up to sixteen

138 slots, plus related software costs. The B-STDX 9000 frame relay cards and software

139 package includes:

Quantity	Card/Software Item	Investment Cost
2	Channelized T-1 Cards @ $7500 ea. (56/64 Kbps)	$ 13,500
8	DSX-1 Cards @ $8775 ea. (1.544 Mbps)	70,200
2	HSS1 Cards (44.210 Mbps)	10,800
	Subtotal	$ 94,500

145   **Note:** Using the above configuration and direct card costs, a ratio can be computed. The

146   ratio would consist of each type of card's costs divided by the total ($94,500). This ratio

147   would then be used to compute an allocation of the common investment costs. For

148   example:

149	**Type Customer Connection**	**% of Card Investment**
150	56/64 Kbps	14% (13,500 ÷ 94,500)
151	1.544 Mbps	74% (70,200 ÷ 94,500)
152	44.210 Mbps	12% (10,800 ÷ 94,500)

153   **Q.**   **PLEASE SUMMARIZE YOUR TESTIMONY REGARDING THE**

154   **INVESTMENTS NEEDED FOR UNBUNDLED PACKET SWITCHING.**

155   **A.**   Packet-based technology is expected to become the dominant telecommunications

156   technology in the future, driven by the tremendous growth in data traffic. As more

157   carriers deploy packet-based technology, the need increases to interconnect the networks

158   equipped with this technology in order to efficiently provide PVCs for multi-location, end

159   user data transport services. The investments required for packet switching

160   interconnections for UNIs and NNIs are the same as those being recovered in existing

161   rates for access lines such as those operating at 56/64 Kbps, 1.544 Mbps and 44.210

162   Mbps. Therefore, the tariff rates for these services along with the rate for a DLCI

163   represent rates which are reasonable from an investment recovery standpoint for packet

164   switching.

165   The switching investment recovery includes direct costs for port cards plus a share of the

166   common hardware and software investment costs. Based on one vendor's inputs, 20%

167   ($30,000) of the switching investment is hardware related and 80% ($120,000) of the

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168 investment includes frame relay cards and related software, plus overhead cards. Given

169 the investment required for each frame realy card, a ratio of each card's investment to that

170 of the total customer connection card investment is a reasonable proxy to compute an

171 allocation of the common investment costs. The computed allocations can then be added

172 to the individual card costs and summed by type of card to arrive at an investment figure

173 for a switch connection. Using this methodology, the $150,000 investment in a B-STDX

174 900 switch configured for frame relay packet switching can be allocated as follows:

175	Type Customer Connection	Investment	% of Total
176	56/64 Kbps using two Channelized T-1 Port Cards		$ 21,000
177 14%			
178	1.544 Mbps using eight DSX-1 Port Cards	$111,000	74%
179	44.210 Mbps using two HSS1 Port Cards	$ 18,000	12%
180		$150,000	100%

181 Q. DOES THIS CONCLUDE YOUR TESTIMONY?

182 A. Yes.

Respectfully submitted,

INTERMEDIA COMMUNICATIONS INC.

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Dated: NOVEMBER 19, 1998

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been furnished by Hand Delivery* or U.S. Mail this 19th day of November, 1998, to the following:

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