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BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
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RECORDS AND REPORTING

Petition To Set Aside 2/3/98 Order)
Approving Resale, Interconnection And)
Unbundling Agreement Between BellSouth)
Telecommunications And Supra)
Telecommunications & Information Systems;)
And To Approve Agreement Actually Entered)
Into By The Parties Pursuant to Sections)
251, 252 and 271 Of The)
Telecommunications Act Of 1996)
_____)

Docket No.: 981832-TP

Dated: December 9, 1998

**Petition Of Supra Telecommunications To Set Aside 2/3/98
Order Approving Resale, Interconnection And Unbundling Agreement
Between BellSouth Telecommunications And Supra Telecommunications;
And To Approve Agreement Actually Entered Into By The Parties**

Petitioner, SUPRA TELECOMMUNICATIONS & INFORMATION SYSTEMS, INC. ("Supra"), by and through its undersigned counsel, hereby files this its petition for a proceeding seeking to set aside a certain Order previously entered by this Commission on or about February 3, 1998 in Docket No. 971555-TP entitled Order Approving Resale, Interconnection, And Unbundling Agreement (Order No. PSC-98-0206-FOF-TP). Supra also requests that this Commission enter an Order approving the actual Resale, Interconnection and Unbundling Agreement entered into between the parties pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996 ("Federal Act") (a copy of which is attached hereto as Exhibit "A"). In support of this Petition, Supra states as follows:

I. Relevant Facts

1. Supra Telecommunications & Information Systems, Inc. is a Florida-based minority-owned corporation certificated by the Florida Public Service Commission as an Alternative

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Local Exchange Carrier ("ALEC"). BellSouth Telecommunications, Inc. ("BellSouth") is an Incumbent Local Exchange Carrier ("ILEC") as defined by Section 251(h) of the Federal Act.

2. In early September 1997, Supra made a request of BellSouth to enter into a mutually acceptable interconnection agreement pursuant to Sections 251 and 252 of the Federal Act in all states in which BellSouth is the ILEC. A true and correct copy of that letter is attached as Exhibit 1 to the Declaration of Olukayode Ramos, which is attached hereto as Exhibit "B". BellSouth then proceeded to provide Supra a copy of a proposed interconnection agreement for Supra's review. The proposed interconnection agreement did not specifically mention Supra as a party, but rather only made reference to "ALEC-1" as the relevant party entering into the agreement.

3. The proposed agreement contained various provisions regarding access to, pricing of and recombination of Unbundled Network Elements ("UNE"), including the following provisions:

(Attachment 2)

2. *Unbundled Service Combinations (USC)*

- 2.1.1 *Where BellSouth offers to ALEC-1, either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.*
- 2.1.2 *2-Wire Analog Loop with 2-Wire Analog Port - Residence*
- 2.1.3 *2-Wire Analog Loop with 2-Wire Analog Port - Business*
- 2.1.4 *2-Wire Analog Loop with 2-Wire Analog Port - PBX*
- 2.1.5 *2-Wire Analog Loop with 2-Wire DID or 4-Wire DID*
- 2.1.6 *BellSouth will conform to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.*

(Attachment 11)

1. *General Principles*

All services provided hereunder (including resold Local Services, Network Elements, Combinations and Ancillary Functions) and all new and additional services to be

provided hereunder shall be priced in accordance with all provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

A true and correct copy of Attachments 2 and 11 (referenced above) can be found in the Interconnection Agreement attached hereto as Exhibit "A". The BellSouth revision dates on each of the above reference paragraphs was 10/15/97. Additionally, Attachment 9 referenced in paragraph 2.1.1 referred to how bona fide requests were to be made for among other items, combinations of UNEs.

4. On or about October 14, 1997, the Eighth Circuit Court of Appeals issued its opinion as Amended on Rehearing in the case of *Iowa Utilities Board v. Federal Communications Commission*, 120 F.3d 753 (8th Cir. 1997). That opinion arguably called into question whether or not it was the responsibility of the ILEC or that of the ALEC to combine UNEs.

5. On or about October 20, 1997, Olukayode Ramos, as President and CEO, executed the proposed agreement and returned the same back to BellSouth.

6. On or about October 21, 1997, Patrick Finlen, the Interconnection Services Manager of BellSouth, advised Mr. Ramos that the proposed agreement was a starting point for negotiations and that if Supra was ready to execute a final version of the agreement, that BellSouth would revise the agreement to replace the words "ALEC" and "ALEC-1" with the words "Supra Telecommunication & Information Systems, Inc." or just plain "Supra". Mr. Finlen also advised that the parties had already entered into a resale agreement and a collocation agreement, and therefore these items did not have to be included in the revised interconnection agreement. Finally, Mr. Finlen stated that no other changes would be made to the proposed agreement.

7. After Mr. Ramos advised Mr. Finlen that he was prepared to execute the proposed

agreement, in the late afternoon of October 21, 1997, Mr. Finlen sent Mr. Ramos (via e-mail) a copy of the revised proposed interconnection agreement. Consistent with the prior telephone conversation, Mr. Finlen stated in his e-mail that the only revisions contained in the enclosed interconnection agreement would be as follows:

- (a) *Attachment 1 (Resale) was replaced with "Agreed to under separate agreement".*
- (b) *Attachment 4 (Collocation) was replaced with "Agreed to under separate agreement"; and*
- (c) *ALEC-1 was "replaced with Supra Telecommunications and Information Systems, Inc."*

8. Finally, Mr. Finlen's e-mail closed with the following statement and request, "The signature page is in the file called TERMCOND.DOC. Once you have reviewed the documents please contact me so we can coordinate our signings and prepare a package for filing with the Commissions." A true and correct copy of Mr. Finlen's e-mail is attached as Exhibit 2 to the Declaration of Olukayode Ramos, which is attached hereto as Exhibit "B".

9. On or about October 27, 1997, Mr. Ramos executed the revised interconnection agreement (hereafter referred to as the "Interconnection Agreement") and returned the same to BellSouth for execution. Thereafter, on or about October 31, 1997, Jerry Hendrix, as Director of Interconnection Services for BellSouth, executed the Interconnection Agreement.

10. Notwithstanding the fact that both BellSouth and Supra had executed the Interconnection Agreement, BellSouth (either through Mr. Finlen or others) removed the attachments which had accompanied the Interconnection Agreement and substituted those attachments with altered attachments that materially altered the Interconnection Agreement. The agreement containing the altered attachments will hereafter be referred to as the "BellSouth Altered Interconnection Agreement."

11. On or about November 24, 1997, BellSouth unilaterally petitioned this Commission on behalf of itself and Supra, to approve the BellSouth Altered Interconnection Agreement. Given the above, BellSouth either knew or should have known that the November 24, 1997, Petition was a fraudulent request upon this Commission since the agreement attached to the Petition was not the agreement entered into between the parties.

12. On or about February 3, 1998, this Commission entered an Order entitled, Order Approving Resale, Interconnection, And Unbundling Agreement, which approved the BellSouth Altered Interconnection Agreement. A true and correct copy of that Order is attached hereto as Exhibit "C". At the time of BellSouth's Petition and this Commission's Order, Supra was unaware of the fact that BellSouth had altered the Interconnection Agreement. Had Supra been made aware of both the alterations and BellSouth's filing of the document, Supra would have objected to such conduct.

13. The most important difference between the Interconnection Agreement and the BellSouth Altered Interconnection Agreement was the deletion of provisions relating to the combination of UNEs. For example, Attachment 2 was modified to delete paragraph 2, entitled "Unbundled Service Combinations (USC)", which had provided Supra access to combined UNEs. Paragraph 1 of Attachment 11 was also modified to delete any reference to BellSouth providing pricing of "Combinations". A true and correct copy of the relevant portions of Attachments 2 and 11 which were filed with the Commission and which reflect the alterations made, is attached hereto as Exhibit "D". Additionally, Attachment 9 (referenced in the original paragraph 2.1.1 of Attachment 2) was also substantially modified. The BellSouth Altered Interconnection Agreement also contained other changes that have not been listed herein. None of the alterations made by

BellSouth in the BellSouth Altered Interconnection Agreement had ever been agreed to by Supra. A non-exclusive list of some of the other alterations made by BellSouth to the Interconnection Agreement is attached hereto and marked as Exhibit "E".

14. The most material alteration made by BellSouth was the deletion of those provisions in Attachment 2 which had provided Supra access to combined UNEs. It is perhaps no coincidence that the alterations were made after BellSouth discovered that a possible issue relating to combining UNEs had arisen as a result of the *Iowa Utilities Board* opinion. Moreover, a cursory review of all of the changes made by BellSouth reveals that BellSouth changed the revision dates on most of the altered pages, with the exception of the changes relating to combined UNEs. Accordingly, it is clear that BellSouth was attempting to hide the material alterations relating to recombined UNEs by failing to change the document revision date on those pages and thus burying the alterations within a large and voluminous document. Even if not deliberate, BellSouth's actions constitute grossly negligent conduct deserving further review and scrutiny by the Commission.

15. In April 1998, Supra requested pricing from Mr. Finlen of BellSouth in reference to various UNEs and combinations thereof. On or about June 22, 1998, Supra made another request of BellSouth's Mr. Marcus Cathey for the purchase of UNEs. A true and correct copy of that letter is attached as Exhibit 3 to the Declaration of Olukayode Ramos, which is attached hereto as Exhibit "B".

16. On July 2, 1998, Marcus Cathey, as Senior Assistant Vice President of BellSouth, replied to Supra's requests stating that BellSouth had no contractual or statutory obligation to provide combined UNEs. Moreover, that any agreement to combine such elements would be at "market price" and not subject to the jurisdiction of the Florida Public Service Commission. A true and

correct copy of that letter is attached as Exhibit 4 to the Declaration of Olukayode Ramos, which is attached hereto as Exhibit "B".

17. Shortly thereafter, Supra investigated the matter and discovered that the Interconnection Agreement had been altered, and that the BellSouth Altered Interconnection Agreement (which Supra had never agreed to) had been filed with the Public Service Commission. When confronted with this situation, BellSouth offered to amend the BellSouth Altered Interconnection Agreement to restore some (but not all) of the provisions which BellSouth had previously altered without Supra's permission or agreement. BellSouth further stated that even if the provisions providing access to recombined UNEs were restored, that BellSouth would not provide such UNEs without a so-called "glue charge", which BellSouth has yet to establish.

18. BellSouth's position regarding this so-called "glue charge" is in conflict with this Commission's Order No. PSC-98-0810-FOF-TP (June 12, 1998) in CC Docket No. 971140-TP, which states in pertinent part as follows:

We find that BellSouth's requirement that an ALEC must be collocated in order to receive access to UNEs is in conflict with the Eighth Circuit. As we have already noted, the court stated held that a requesting carrier may achieve the capability to provide telecommunications services completely through access to the unbundled elements of an incumbent LEC's network and has no obligation to own or control some portion of a telecommunications network before being able to purchase unbundled elements. Iowa Utilities Bd. I, 120 F.3d at 814. BellSouth's collocation proposal would impose on an ALEC seeking unbundled access the very obligation the court held to be inappropriate under the Act, i.e., to own or control some portion of the network.

Upon review of the evidence in this record, we approve the non-recurring work times and direct labor rates shown in Table I for each loop and port combination in issue in this proceeding for the migration of an existing BellSouth customer to AT&T or MCI without unbundling. We furthermore approve the resultant NRCs shown in Table II.

Table I

Commission-Approved
Non-recurring Work Times and Direct Labor Rates
for
Loop and Port Combinations

<u>Function</u>	<u>JFC</u>	<u>Instal</u> <u>First</u> <u>(Ho</u>	<u>lacion</u> <u>Add'l</u> <u>ur)</u>	<u>Direct</u> <u>Labor</u> <u>Rate</u>
LCSC	2300	0.0125	0.0000	\$42.09
RCMG ¹	4N1X	0.0250	0.0250	\$37.34
ACAC ²	471X	0.0019	0.0019	\$38.26
CPG ²	470X	0.0040	0.0000	\$36.25
SSIM ²	411X	0.0075	0.0050	\$42.96

¹For the 2-wire ISDN loop and port combination we approve an RCMAG work time of 0.0667 hour for first and additional installations.

²These functions are pertinent only to the DS1 4-wire loop and port combination.

Table II

Commission-Approved
Non-recurring Charges
for
Loop and Port Combinations

<u>Network Element</u> <u>Combination</u>	<u>First</u> <u>Installation</u>	<u>Additional</u> <u>Installations</u>
2-wire analog loop and port	\$1.4596	\$0.9335
2-wire ISDN loop and port	\$3.0167	\$2.4906
4-wire analog loop and port	\$1.4596	\$0.9335

<i>4-wire DSI loop and port</i>	<i>\$1.9995</i>	<i>\$1.2210</i>
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19. Although BellSouth conceded that the wrong attachments were used in preparing the agreements, BellSouth's offer does not correct the fact that the agreement filed with the Commission was erroneous, nor does it remedy the situation which allowed the problem to occur in the first instance. To date, BellSouth has failed to offer a substitution of the original Interconnection Agreement in whole or to otherwise inform this Commission of BellSouth's misconduct in reference to the filing of the BellSouth Altered Interconnection Agreement. At a minimum, this swapping constitutes gross negligence on BellSouth's part.

20. BellSouth has since conceded that Patrick Finlen swapped the attachments attached to the Interconnection Agreement. However, BellSouth claims that the swapping of attachments was inadvertent and unintentional. Notwithstanding BellSouth's contentions, Supra believes that the swapping of attachments and the filing of the BellSouth Altered Interconnection Agreement was a fraud perpetrated on Supra, this Commission and telephone subscribers. Given the circumstances referenced above, BellSouth's motives, means and opportunity, it is difficult to believe that the swapping of attachments was anything but intentional and deliberate.

21. In any event, BellSouth's filing of the BellSouth Altered Interconnection Agreement with this Commission was erroneous, since the parties had never agreed to the provisions of that agreement and filing. In particular, the filing is in violation of Sections 251(c)(1) and 252(a)(1) of the Federal Act. Section 251(c)(1) states in pertinent part as follows:

DUTY TO NEGOTIATE- The duty to negotiate in good faith in accordance with section 252 the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection. The requesting telecommunications carrier also has the duty to negotiate in good faith

the terms and conditions of such agreements.

Likewise, Section 252(a)(1) states in pertinent part as follows:

VOLUNTARY NEGOTIATIONS- Upon receiving a request for interconnection, services, or network elements pursuant to section 251, an incumbent local exchange carrier may negotiate and enter into a binding agreement with the requesting telecommunications carrier or carriers without regard to the standards set forth in subsections (b) and (c) of section 251. The agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement. The agreement, including any interconnection agreement negotiated before the date of enactment of the Telecommunications Act of 1996, shall be submitted to the State commission under subsection (e) of this section.

22. Although BellSouth disputes its motives and intentions in filing the BellSouth Altered Interconnection Agreement, it is undisputed that Supra never agreed to the agreement, which has been filed and approved. It is also undisputed that the documents attached hereto are true and correct.

II. Statement Of Jurisdiction & Affected Rights

23. Supra's rights are affected by this petition since BellSouth has filed and has sought to enforce the BellSouth Altered Interconnection Agreement; an agreement which Supra never approved of or otherwise executed. Indeed in Docket No. 980155, Supra sought a generic proceeding in which to establish rates, terms and conditions of an interconnection agreement with BellSouth. BellSouth successfully moved to dismiss that petition based upon the contention that a filed interconnection agreement already existed between the parties. In short, BellSouth was arguing that the BellSouth Altered Interconnection Agreement was a valid and binding agreement between the parties; an assertion which Supra has now discovered is false.

24. BellSouth will also be affected by a Commission decision in this matter since the filed

BellSouth Altered Interconnection Agreement will obviously be impacted if said agreement is declared to be void.

25. Pursuant to Section 252(e)(1) of the Federal Act and Fla. Stat. § 364.07, every telecommunications company shall file with the Public Service Commission, and for its ultimate approval, any contract, agreement, or arrangement in writing with any other telecommunications company. On or about November 24, 1997, BellSouth filed the BellSouth Altered Interconnection Agreement with this Commission pursuant to this statute. Pursuant to Fla. Stat. § 364.07(2), the "[C]ommission is also authorized to adjudicate disputes among telecommunications companies regarding such contracts or the enforcement thereof." Accordingly, this Commission has the authority to adjudicate any matter relating to the BellSouth Altered Interconnection Agreement.

26. Pursuant to Fla. Stat. §§ 364.185, 364.18 and 364.183, this Commission has the authority to conduct investigations into the records of all telecommunications companies within this Commission's jurisdiction. *See Southern Bell Telephone & Telegraph Co. v. Deason, et al.*, 632 So.2d 1377, 1388-89 (Fla. 1994) (Commission has the authority to inspect the records of telephone companies); *In re: Initiation of show cause proceedings against Commercial Ventures, Inc. for failure to comply with Commission rules*, 91 FPSC 3:67; FPSC Order No. 24197 (March 5, 1991) (Docket No. 880240-TC) (Commission has authority pursuant to Fla. Stat. § 364.185 to make investigations, inspections, examinations and tests of private property of a telephone company).

28 Pursuant to Fla. Stat. § 364.285, this Commission has the authority to impose monetary sanctions (of up to \$25,000) upon any entity subject to its jurisdiction which is found to have willfully violated any provision of Chapter 364, Florida Statutes. In this instance, BellSouth has willfully violated at least Fla. Stat. § 364.07 by failing to file the true agreement entered into

between Supra and BellSouth and/or by not filing the correct agreement upon receipt of Supra's protest. Supra believes that this Commission should impose monetary sanctions upon BellSouth to deter this behavior in the future. *See e.g. In re: Initiation of show cause proceedings against Commercial Ventures, Inc. for failure to comply with Commission rules*, 91 FPSC 3:67; FPSC Order No. 24197 (March 5, 1991) (Docket No. 880240-TC) (Commission can impose monetary sanctions on telephone company for failing to comply with Commission rules).

III. Relief Requested

29. Supra requests a hearing on this matter before the full Commission pursuant to Fla. Stat. § 350.01(6).

30. Supra requests that this Commission conduct a full investigation and determine why the attachments were changed, how the attachments were changed, who at BellSouth was responsible, what procedures does BellSouth have in place to prevent agreements from being altered, and what will BellSouth do to prevent a repeat occurrence.

31. Pursuant to the above, within seven days of filing of this petition by Supra, the Commission and Supra should visit the Interconnection Department of BellSouth (especially the unit responsible for negotiating contracts with ALECs) to determine which computer(s) was/were used to change Supra's agreement with BellSouth.

32. Supra requests that this Commission find that BellSouth either in gross negligence, or in willful fraud, substituted the attachments in the Interconnection Agreement and thus materially changed and altered the agreement originally executed by the parties. Moreover, Supra also requests that this Commission find that BellSouth has violated Sections 251 and 252 of the Telecommunications Act of 1996 and Chapter 364, Florida Statutes. This Commission should also

find that contrary to Sections 251(b)(1) and 251(c)(4(A)) of the Telecommunications Act, BellSouth has imposed unreasonable, discriminatory conditions and limitations on the provision of telecommunications services by Supra.

33. Supra requests that this Commission vacate its Order of February 3, 1998, entitled Order Approving Resale, Interconnection And Unbundling Agreement in Docket No. 971555-TP (Order No. PSC-98-0206-FOF-TP).

34. Supra requests that this Commission also find that the Interconnection Agreement attached hereto as Exhibit "A", was the true and correct agreement entered into between the parties.

35. Supra requests that this Commission enter an Order approving the Interconnection Agreement attached hereto as Exhibit "A" as the true agreement entered into between the parties.

36. Supra requests that upon conclusion of this matter, this Commission should contact the Commissions in all of the states in which BellSouth is certificated and advise such sister-state Commissions that BellSouth has engaged in the above referenced conduct and that these sister-states should scrutinize similar agreement filings made by BellSouth.

37. Finally, Supra requests that this Commission reprimand BellSouth and impose monetary sanctions upon BellSouth for its conduct in this matter.

Respectfully Submitted this 9th day of December, 1998.

GUNSTER, YOAKLEY, VALDES-FAULI &
STEWART, P.A.
215 South Monroe Street
Suite 830
Tallahassee, Florida 32301
(850) 222-6660
FAX (850) 222-1002

By: William L. Hyde
William L. Hyde
Florida Bar No. 265500
Rebecca A. O'Hara
Florida Bar No. 0015802

CERTIFICATE OF SERVICE

I HEREBY Certify that the original and fifteen copies of the foregoing have been hand delivered to the Clerk, Public Service Commission, 2540 Shnard Oak Boulevard, Tallahassee, Florida 32399-0850 and a true and correct copy has been furnished by U.S. Mail or hand-delivery upon BELLSOUTH TELECOMMUNICATIONS, INC. c/o Nancy H. Sims, 150 South Monroe Street, Suite 400, Tallahassee, Florida 32301, this 9th day of December, 1998.

By: William L. Hyde
William L. Hyde

**INTERCONNECTION AGREEMENT
BETWEEN BELLSOUTH TELECOMMUNICATIONS INC.
AND ALEC-1**

9/2/97

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ALEC-1, a _____ corporation, and shall be deemed effective as of _____. This agreement may refer to either BellSouth or ALEC-1 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, ALEC-1 is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

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

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ALEC-1 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 ALEC-1 to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that ALEC-1 will not be considered to have offered interconnection in any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers

2. Term of the Agreement

2.1 The term of this Agreement shall be two years, beginning _____

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

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

4. **Parity**

The services and service provisioning that BellSouth provides ALEC-1 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 ALEC-1 with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ALEC-1 to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide ALEC-1 with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to ALEC-1 and their

customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

BellSouth shall provide ALEC-1 and their customers access to white pages directory listings under the following terms:

- 5.1 Listings. BellSouth or its agent will include ALEC-1 residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between ALEC-1 and BellSouth subscribers.
- 5.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to ALEC-1 or its subscribers provided that ALEC-1 provides subscriber listing information to BellSouth at no charge.
- 5.3 Procedures for Submitting ALEC-1 Subscriber Information. BellSouth will provide to ALEC-1 a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ALEC-1 will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based).
- 5.4 Unlisted Subscribers. ALEC-1 will be required to provide to BellSouth the names, addresses and telephone numbers of all ALEC-1 customers that wish to be omitted from directories.
- 5.5 Inclusion of ALEC-1 Customers in Directory Assistance Database. BellSouth will include and maintain ALEC-1 subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and ALEC-1 will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord ALEC-1's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to ALEC-1'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 ALEC-1 subscribers at no charge.

6. Bona Fide Request Process for Further Unbundling

BellSouth shall, upon request of ALEC-1, provide to ALEC-1 access to its unbundled elements at any technically feasible point for the provision of ALEC-1's telecommunications service where such access is necessary and failure to provide access would impair the ability of ALEC-1 to provide services that it seeks to offer. Any request by ALEC-1 for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request process set forth in Attachment 9.

7. Liability and Indemnification

7.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ALEC-1 revenues.

7.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor ALEC-1 shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.3 Limitation of Liability.

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

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

reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

- 7.3.3 Neither BellSouth nor ALEC-1 shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.4 Indemnification for Certain Claims. BellSouth and ALEC-1 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 ALEC-1 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. ALEC-1 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 ALEC-1 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 ALEC-1 shall receive such Information and not disclose such Information. BellSouth and ALEC-1 shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and ALEC-1 with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and ALEC-1 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 ALEC-1 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 ALEC-1; (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, either Party may petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

12. **Limitation of Use**

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

13. **Taxes**

- 13.1 **Definition.** For purposes of this Section 14, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise)

imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

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

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

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

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

13.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during

the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 13.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.
- 13.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 13.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 13.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees;

provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 13.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 13.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 13.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 13.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 13.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

14. Force Majeure

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

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

15. Year 2000 Compliance

All software and related materials (collectively called "Software") 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.

16. Modification of Agreement

- 16.1 BellSouth shall make available to ALEC-1 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.
- 16.2 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.
- 16.3 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).
- 16.4 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 ALEC-1 or BellSouth to perform any material terms of this

Agreement, ALEC-1 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.

- 16.5 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.

17. **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.

18. **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.

19. **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.

20. **Notices**

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

BellSouth Telecommunications, Inc.

OLEC Account Team
Room E4E1

3535 Colonnade Parkway
Birmingham, Alabama 35243

and

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

ALEC-1

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

20.2 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.

21. **Rule of Construction**

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

22. **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.

23. **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.

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.

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

BellSouth Telecommunications, Inc.

ALEC-1

Signature

Title

Date

Signature
CEO

Title
10/21/97

Date

Definitions

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

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

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

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

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

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

Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than ALEC-1; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or ALEC-1 to an end user of BellSouth or ALEC-1.

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

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff. Local Traffic does not include traffic that originates from or terminates to an enhanced service provider or information service provider.

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

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

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

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

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

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

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

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

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between ALEC-1 designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

Attachment 1

Resale

RESALE

BellSouth shall provide retail telecommunications services for resale by ALEC-1 under the following terms:

1. Availability of Services for Resale

1.1 **Resold Services.** ALEC-1 may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

1.2 **Additional Requirements and Guidelines.** The following requirements and guidelines shall apply to ALEC-1's use of resold services:

1.2.1 **Joint Undertaking.** The provision of services by the Company to ALEC-1 does not constitute a joint undertaking for the furnishing of any service.

1.2.2 **Joint Marketing Restriction.** Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.

1.2.3 **Resale of Transmitted Telephone Number Information.** Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

2. Application of Discounts

2.1 **Discount Percentages.** The rates pursuant by which ALEC-1 is to purchase services from BellSouth for resale shall be at a discount rate off of the retail rate for the telecommunications service. The discount rates shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

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

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

2.2.2 Inside Wire Maintenance Plan Service Plan. The BellSouth Inside Wire Maintenance Service Plan, known as SEQ1X, may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3. Compliance with Tariff Conditions

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

4. Quality of Resold Services

The services and service provisioning that BellSouth provides ALEC-1 for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide ALEC-1 the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide ALEC-1 with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ALEC-1 to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users.

5. BellSouth Interaction with ALEC-1 Customers

5.1 Interaction with ALEC-1 Customers. When interacting with ALEC-1 resale customers on behalf of a ALEC-1, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of ALEC-1 customers with BellSouth customers.

5.2 BellSouth's Marketing of Services. BellSouth may serve directly any end user within the service area of ALEC-1. 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 ALEC-1.

6. Transfer of Service

6.1 Transfer of BellSouth Customers. BellSouth will implement ALEC-1 requests to disconnect the service of a BellSouth end user and transfer that customer's service to the ALEC-1. BellSouth will also accept requests directly from an end user for conversion of service from ALEC-1

to BellSouth or will accept a request from another ALEC for conversion of the end user's service from ALEC-1 to the other ALEC. BellSouth will notify ALEC-1 that it has implemented such requests. BellSouth will not require end user confirmation prior to transferring an end user's service. ALEC-1 must, however, provide proof of authorization upon request.

6.2 Primary Interexchange and Toll Carrier Selection. BellSouth will implement requests from ALEC-1 to change their end user's primary interexchange carrier or intraLATA toll carrier.

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

7. Notice of Changes Affecting Resold Services

BellSouth shall provide ALEC-1 reselling BellSouth retail services with forty-five (45) days notice of price changes and forty-five (45) days notice of changes to resold service(s). To the extent that revisions occur between the time BellSouth notifies ALEC-1 of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify ALEC-1 of such revisions consistent with its internal notification process. ALEC-1 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. ALEC-1 may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

8. BellSouth Contact with ALEC-1

8.1 Customer of Record. ALEC-1 will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Agreement, BellSouth will take orders from, bill and expect payment from ALEC-1 for all services.

8.2 Single Point of Contact. ALEC-1 will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, ALEC-1 must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill ALEC-1 for troubles that are found not to be in the BellSouth network. BellSouth may contact ALEC-1's customers if it deems such

contact necessary for maintenance purposes. BellSouth will have no other contact with ALEC-1 end users, except as provided herein.

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

9. **Maintenance of BellSouth Facilities and Equipment**

BellSouth facilities and equipment used to provide ALEC-1-resold services will be maintained by BellSouth. ALEC-1 or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth. ALEC-1 will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

10. **Billing and Collection Services**

This Agreement does not provide for billing and collection services. ALEC-1 requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

11. **Customer Record Information**

- 11.1 Provision of Customer Record Information. BellSouth shall provide customer record information to ALEC-1 provided ALEC-1 has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via US mail, fax, or by electronic interface; however, BellSouth will provide customer record information via US mail or fax on an interim basis only.

- 11.2 Compensation. ALEC-1 agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to ALEC-1. ALEC-1 will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

12. **Audit of Services**

BellSouth reserves the right to periodically audit services purchased by ALEC-1 for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement and BellSouth's tariffs. ALEC-1 will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Agreement or BellSouth's tariffs, ALEC-1 shall be notified and billing for the service will

be immediately changed to conform with this Agreement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

APPLICABLE WHOLESALE DISCOUNTS

The telecommunications services available for purchase by ALEC-1 for the purposes of resale to ALEC-1 end users shall be available at the following discount off of the retail rate.

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

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

EXHIBIT B

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

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

Additional Comments:

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

Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1.1 BellSouth shall, upon request of ALEC-1, and to the extent technically feasible, provide to ALEC-1 access to its unbundled network elements for the provision of ALEC-1's telecommunications service.
- 1.1.2 Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by CLEC itself or by any other vendor.
- 1.1.3 CLEC may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.
- 1.1.4 In all states of BellSouth's operation, when CLEC recombines unbundled Network Elements to create services identical to BellSouth's retail offerings, the prices charged to CLEC for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.
- 1.1.5 CLEC will be deemed to be "recombining elements to create services identical to BellSouth's retail offerings" when the service offered by CLEC contains the functions, features and attributes of a retail offering that is the subject of properly filed and approved BellSouth tariff. Services offered by CLEC shall not be considered identical when CLEC utilizes its own switching or other substantive functionality or capability in combination with unbundled Network Elements in order to produce a service offering. For example, CLEC's provisioning of purely ancillary functions or capabilities, such as Operator Services, Caller ID, Call Waiting, etc., in combination with unbundled Network Elements shall not constitute a "substantive functionality or capability" for purposes of determining whether CLEC is providing "services identical to BellSouth's retail offering."

2. Unbundled Service Combinations (USC)

- 2.1.1 Where BellSouth offers to ALEC-1, either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All

other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.

- 2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence
- 2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business
- 2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX
- 2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID
- 2.1.6 BellSouth will conform to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

3. **Unbundled Loops**

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

3.2 Definition

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

3.2.2 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. These cables and cross-connections are considered a separate element.

3.2.3 BST will offer voice loops 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 (EI). Since SL1 loops do not come standard with OC, these 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.

3.2.4 The OC and EI features will be provided as chargeable options on SL1 loops. The OC feature will allow ALEC-1 to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service, whereby, the end-user would normally be out of

service less than 15 minutes. In these cases, BST will perform the order conversion at its descretion during normal work hours.

3.2.5 SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

3.2.6 BST will offer digital loops as Service Level One elements. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

3.2.7 As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow ALEC-1 the ability to specify the time that the coordinated conversion takes place.

3.2.8 ALEC-1 will be responsible for testing and isolating troubles on the unbundled loops. Once ALEC-1 has isolated a trouble to the BST provided loop, ALEC-1 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.

3.2.9 If ALEC-1 reports a trouble on SL1 loops and no trouble actually exists, BST will charge ALEC-1 for any dispatching and testing (both inside and outside the CO) required by BST in order to confirm the loop's working status.

3.2.10 If ALEC-1 reports a trouble on SL2 loops and no trouble actually exists, BST will charge ALEC-1 for any dispatching and testing, (outside the CO) required by BST in order to confirm the loop's working status.

3.3 Technical Requirements

3.3.1 BST will offer loops capable of supporting telecommunications se rvices such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

3.3.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.2.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by ALEC-1 will be consistent with industry standards.

*> NO SUCH THING IN
THIS ALEC 1 AGREEMENT
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- 3.3.1.2 In some instances, ALEC-1 will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that ALEC-1 can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. ALEC-1 will determine the type of service that will be provided over the loop. In some cases, ALEC-1 may be required to pay additional charges for the removal of certain types of equipment.
- 3.3.2 The loop shall be provided to ALEC-1 in accordance with the following Technical References:
- 3.3.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 3.3.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 3.3.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
- 3.3.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 3.3.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
- 3.3.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
- 3.3.2.7 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.
- 3.3.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

4. Integrated Digital Loop Carriers

- 4.1.1 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 ALEC-1 to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide ALEC-1 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.

ALEC-1 will then have the option of paying the one-time SC rates to place the loop facilities or ALEC-1 may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

5. Network Interface Device

5.1 Definition

5.1.1 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.

5.2 Technical Requirements

5.2.1 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.

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

5.2.3 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.

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

5.2.5 Where feasible, the NID shall be physically accessible to ALEC-1 designated personnel. In cases where entrance to the customer premises is required to give access to the NID, ALEC-1 shall obtain entrance permission directly from the customer.

5.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, ALEC-1 may connect its loop to any spare capacity on the BST NID. Where necessary to comply with an effective Commission order, BST will allow ALEC-1 to disconnect the BST loop from the BST NID in order to connect ALEC-1's loop to the BST NID. In these cases, ALEC-1 accepts all liability associated with this process and it is ALEC-1's responsibility to make sure the disconnected BST loop is properly grounded.

5.3 Interface Requirements

5.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.

5.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

5.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

5.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

5.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

5.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

6. Unbundled Loop Concentration (ULC) System

6.1.1 BellSouth will provide to ALEC-1 unbundled loop concentration. Loop concentration systems in the central office concentrate the signals transmitted over local loops. Unbundled loop concentration will allow up to 96 BST loops to be concentrated onto multiple DS1s. The DS1s carrying the loops will be terminated into ALEC-1's collocation space. Rates for loop concentration are as set forth in Attachment 11.

7. Unbundled Network Terminating Wire (UNTW)

7.1.1 BellSouth agrees to offer its Network Terminating Wire to ALEC-1 pursuant to the following terms and conditions and rates set forth in Attachment 1.1

7.2 Definition

7.2.1 NTW 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 NID at the end-users location.

7.3 Technical Requirements

7.3.1 In these scenarios, ALEC-1 would 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 would then connect ALEC-1's cable to a cross-connect panel within the BST terminal.

7.3.2 This arrangement would then provide ALEC-1 with connectivity from its feeder and/or distribution facilities (terminated in ALEC's terminal) to the NTW and the NID at the end-user premises.

8. **Sub-loop Elements**

8.1.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL) and Unbundled Sub-Loop Concentration (USLC) elements.

9. **Unbundled Sub-loop (USL)**

9.1 Definition

9.1.1 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-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.

9.1.2 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 ALEC-1 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 ALEC-1.

9.2 Requirements for All Unbundled Sub-Loop

9.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

9.2.2 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.

9.2.3 Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:

9.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and

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

9.3 Interface Requirements

9.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

9.3.1.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

9.3.1.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

9.3.1.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";

9.3.1.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

10. Unbundled Sub-Loop Concentration System (USLC)

10.1.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide to ALEC-1 unbundled sub-loop concentration (USLC). USLC systems provide ALEC-1 with the ability to concentrate up to 96 of its sub-loops onto multiple DS1s back to the BST Central Office. The DS1s will then be terminated into ALEC-1's collocation space.

10.1.2 In these scenarios, ALEC-1 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 connect to a cross-connect panel within the BST RT and would allow ALEC-1's sub-loops to then be placed on the ULSC and transport to their collocation space at a DS1 level.

11. 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.

11.1 Definition

11.1.1 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 ALEC-1'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 ALEC-1 shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

11.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to ALEC-1 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. ALEC-1 customers may use the same dialing arrangements as BellSouth customers, but obtain an ALEC-1 branded service.

11.2 Technical Requirements

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

11.2.1.1 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).

11.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

11.2.1.3 Subject to sections 5.1.1 and 5.1.2, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by ALEC-1 will be made pursuant to the Bona Fide Request Process of Attachment 9.

11.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.

11.2.1.5 BellSouth shall activate service for an ALEC-1 customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to ALEC-1's services without loss of switch feature functionality as defined in this Agreement.

- 11.2.1.6 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.
- 11.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 11.2.1.8 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.
- 11.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 11.2.1.10 Special Services provided by BellSouth will include the following:
 - 11.2.1.10.1 Essential Service Lines;
 - 11.2.1.10.2 Telephone Service Prioritization;
 - 11.2.1.10.3 Related services for handicapped;
 - 11.2.1.10.4 Soft dial tone where required by law; and
 - 11.2.1.10.5 Any other service required by law.
- 11.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 11.2.1.12 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.
- 11.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to ALEC-1, upon a reasonable request from ALEC-1.
- 11.2.1.14 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:

- 11.2.1.14.1 Basic and primary rate ISDN;
- 11.2.1.14.2 Residential features;
- 11.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
- 11.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 11.2.1.14.5 Advanced intelligent network triggers supporting ALEC-1 and BellSouth service applications.

BellSouth shall offer to ALEC-1 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:

- 11.2.1.14.5.1 Off-Hook Immediate
- 11.2.1.14.5.2 Off-Hook Delay
- 11.2.1.14.5.3 Termination Attempt
- 11.2.1.14.5.4 6/10 Public Office Dialing Plan
- 11.2.1.14.5.5 Feature Code Dialing
- 11.2.1.14.5.6 Customer Dialing Plan
- 11.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to ALEC-1:
 - 11.2.1.14.6.1 Private EAMF Trunk
 - 11.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
 - 11.2.1.14.6.3 N11
 - 11.2.1.14.6.4 Automatic Route Selection

11.2.1.15 Where capacity exists, BellSouth shall assign each ALEC-1 customer line the class of service designated by ALEC-1 (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from ALEC-1 customers to ALEC-1 directory assistance operators at ALEC-1's option.

11.2.1.16 Where capacity exists, BellSouth shall assign each ALEC-1 customer line the class of services designated by ALEC-1 (e.g., using line class codes

or other switch specific provisioning methods) and shall route operator calls from ALEC-1 customers to ALEC-1 operators at ALEC-1's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an ALEC-1 Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

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

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

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

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

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

11.2.2 Interface Requirements

11.2.2.1 BellSouth shall provide the following interfaces to loops:

11.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

11.2.2.3 Coin phone signaling;

11.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;

11.2.2.5 Two-wire analog interface to PBX;

11.2.2.5.1 Four-wire analog interface to PBX;

11.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

11.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;

11.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

- 11.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 11.2.2.10 BellSouth shall provide access to the following but not limited to:
- 11.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by ALEC-1;
- 11.2.2.12 Interface to ALEC-1 operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 11.2.2.13 Interface to ALEC-1 directory assistance services through the ALEC-1 switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other ALEC-1 required access to interexchange carriers as requested through appropriate trunk interfaces.

12. **Transport**

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

12.1 **Definition of Shared Transport**

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

12.2 **Technical Requirements of Shared Transport**

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

12.2.2 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.

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- 12.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.
- 12.2.4 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):
 - 12.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
 - 12.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 12.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
 - 12.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
 - 12.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
 - 12.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
 - 12.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
 - 12.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
 - 12.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
 - 12.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;

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- 12.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 12.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 12.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 12.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 12.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 12.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 12.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 12.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 12.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 12.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 12.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 12.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 12.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 12.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;

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- 12.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 12.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 12.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 12.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 12.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

12.3 **Dedicated Transport**

12.3.1 **Definition**

- 12.3.1.1 Dedicated Transport is an interoffice transmission path between BellSouth central offices unbundled from local switching.
- 12.3.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 12.3.1.2.1 As capacity on a shared facility.
 - 12.3.1.2.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to ALEC-1.
- 12.3.1.3 When Dedicated Transport is provided as a system it shall include:
 - 12.3.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
- 12.3.1.4 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

12.3.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

- 12.3.2.1 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 ALEC-1 designated traffic.
- 12.3.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems,

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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.

- 12.3.2.3 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.
- 12.3.2.4 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 12.3.2.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
 - 12.3.2.5.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);
 - 12.3.2.5.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);
 - 12.3.2.5.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an ALEC-1 service node.
 - 12.3.2.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 12.3.2.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to ALEC-1's architectural requirements. This includes, but is not limited to:
 - 1. Facility routing and termination points,
 - 2. Interface selection among those available on the system,
 - 3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.
- 12.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:

- 12.3.3.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
- 12.3.3.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 12.3.3.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 12.3.3.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 12.3.3.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 12.3.3.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 12.3.3.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 12.3.3.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 12.3.3.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 12.3.3.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 12.3.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 12.3.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

12.4 **Tandem Switching**

12.4.1 **Definition**

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

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12.4.2 Technical Requirements

- 12.4.2.1 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:
 - 12.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 12.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by ALEC-1 and BellSouth;
 - 12.4.2.1.3 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
 - 12.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by ALEC-1;
 - 12.4.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 12.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 12.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers. ✓
- 12.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.
- 12.4.2.3 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).
- 12.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 12.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by ALEC-1. Tandem Switching will provide recording of all billable events as jointly agreed to by ALEC-1 and BellSouth.

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- 12.4.2.6 Upon a reasonable request from ALEC-1, 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 ALEC-1.
- 12.4.2.7 BellSouth shall maintain ALEC-1's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 12.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 12.4.2.9 Tandem Switching shall route calls to BellSouth or ALEC-1 endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by ALEC-1, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by ALEC-1 and BellSouth. Such plans shall meet ALEC-1 requirements for routing calls through the local network.
- 12.4.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.
- 12.4.2.11 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.
- 12.4.3 **Interface Requirements**
 - 12.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
 - 12.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
 - 12.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
 - 12.4.3.4 Tandem Switching shall interconnect with ALEC-1's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At ALEC-1's request, Tandem Switching shall record and keep records of traffic for billing.

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12.4.3.5 Tandem Switching shall provide an alternate final routing pattern for ALEC-1 traffic overflowing from direct end office high usage trunk groups.

12.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to ALEC-1) each of the requirements for Tandem Switching set forth in the following technical references:

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

12.4.4.2 GR-905-CORE covering CCSNIS;

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

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

12.5.1 **Definition**

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

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

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

12.6 **DCS Technical Requirements**

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- 12.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by ALEC-1.
- 12.6.2 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.
- 12.6.3 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.
- 12.6.4 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.
- 12.6.5 BellSouth shall provide various types of Digital Cross-Connect Systems including:
 - ✓ 12.6.5.1 DS0 cross-connects (typically termed DCS 1/0);
 - ✓ 12.6.5.2 DS1/VT1,5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);
 - ✓ 12.6.5.3 DS3 cross-connects (typically termed DCS 3/3);
 - ✓ 12.6.5.4 STS-1 cross-connects; and
 - ✓ 12.6.5.5 Other technically feasible cross-connects designated by ALEC-1.
- ✓ 12.6.6 DCS shall continuously monitor protected circuit packs and redundant common equipment.
- ✓ 12.6.7 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.
- ✓ 12.6.8 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.
- ✓ 12.6.9 BellSouth shall make available to ALEC-1 spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.
- ✓ 12.6.10 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide

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DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).

✓ 12.6.11 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.

✓ 12.6.12 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. ALEC-1 may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.

✓ 12.6.13 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by ALEC-1.

✓ 12.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by ALEC-1.

✓ 12.7 **DCS Interface Requirements**

12.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.

12.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.

12.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and , ITU standards.

12.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-

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connect devices shall be in compliance with applicable Bellcore, ANSI and , ITU , standards.

- 12.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:
- 12.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 12.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 12.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 12.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 12.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 12.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 12.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 12.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 12.8.9 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 12.8.10 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 12.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);

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- 12.8.12 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 12.8.13 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 12.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 12.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 12.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 12.8.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 12.8.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and
- 12.8.19 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

13. **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.

13.1 **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.

13.2 **Operator Service**

13.2.1 **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.

13.2.2 Requirements

- 13.2.2.1 When ALEC-1 requests BellSouth to provide Operator Services, the following requirements apply:
 - 13.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.
 - 13.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.
 - 13.2.2.1.3 BellSouth shall complete calls that are billed to ALEC-1 customer's calling card that can be validated by BellSouth.
 - 13.2.2.1.4 BellSouth shall complete person-to-person calls.
 - 13.2.2.1.5 BellSouth shall complete collect calls.
 - 13.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
 - 13.2.2.1.7 BellSouth shall complete station-to-station calls.
 - 13.2.2.1.8 BellSouth shall process emergency calls.
 - 13.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
 - 13.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
 - 13.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 13.2.2.2 BellSouth shall adhere to equal access requirements, providing ALEC-1 local customers the same IXC access as provided to BellSouth customers.
- 13.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to ALEC-1 that BellSouth provides for its own operator service.
- 13.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

13.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by ALEC-1.

13.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to ALEC-1 in accordance with the time schedule designated by ALEC-1.

13.2.3 Interface Requirements:

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of ALEC-1, 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.

13.3 Directory Assistance Service

13.3.1 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.

13.3.2 Requirements

13.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by ALEC-1's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, ALEC-1 may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

13.3.2.2 Directory Assistance Service Updates

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

13.3.2.2.1.1 New customer connections: BellSouth will provide service to ALEC-1 that is equal to the service it provides to itself and its customers;

13.3.2.2.1.2 Customer disconnections: BellSouth will provide service to ALEC-1 that is equal to the service it provides to itself and its customers; and

13.3.2.2.1.3 Customer address changes: BellSouth will provide service to ALEC-1 that is equal to the service it provides to itself and its customers;

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

14. Signaling

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

14.1 Definition of Signaling Link Transport

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

14.2 Technical Requirements

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

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

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

14.2.2.2 As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

14.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

14.2.3.1 An A-link layer shall consist of two links.

14.2.3.2 A D-link layer shall consist of four links.

14.2.4 A signaling link layer shall satisfy a performance objective such that:

14.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

14.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a D-link layer.

14.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

- 14.2.5.1 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
- 14.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

14.3 Interface Requirements

- 14.3.1 There shall be a DS1 (1.544 Mbps) interface at the ALEC-1-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

15. Signaling Transfer Points (STPs)

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

15.2 Technical Requirements

- 15.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

- 15.2.1.1 BellSouth Local Switching or Tandem Switching;

- 15.2.1.2 BellSouth Service Control Points/DataBases;

- 15.2.1.3 Third-party local or tandem switching

- 15.2.1.4 Third-party-provided STPSs.

- 15.2.2 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.

- 15.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an ALEC-1 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 ALEC-1 local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.
- 15.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
 - 15.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
 - 15.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
 - 15.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 15.2.5 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 ALEC-1 or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ALEC-1 database, then ALEC-1 agrees to provide BellSouth with the Destination Point Code for the ALEC-1 database.
- 15.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:
 - 15.2.6.1 MTP Routing Verification Test (MRVT) and
 - 15.2.6.2 SCCP Routing Verification Test (SRVT).

15.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an ALEC-1 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 ALEC-1 and BellSouth.

15.2.8 STPs shall be on parity with BellSouth.

15.2.9 SS7 Advanced Intelligent Network (AIN) Access

15.2.9.1 When technically feasible and upon request by ALEC-1, 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 ALEC-1 SS7 network to exchange TCAP queries and responses with an ALEC-1 SCP.

15.2.9.2 SS7 AIN Access shall provide ALEC-1 SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and ALEC-1 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 ALEC-1 SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

15.3 Interface Requirements

15.3.1 BellSouth shall provide the following STPs options to connect ALEC-1 or ALEC-1-designated local switching systems or STPs to BellSouth SS7 network:

15.3.1.1 An A-link interface from ALEC-1 local switching systems; and,

15.3.1.2 A D-link interface from ALEC-1 local STPs.

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

- 15.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting ALEC-1 local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and ALEC-1 will work jointly to establish mutually acceptable SPOIs.
- 15.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and ALEC-1 will work jointly to establish mutually acceptable SPOIs.
- 15.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
- 15.3.5.1 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);
- 15.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 15.3.6 **Message Screening**
- 15.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from ALEC-1 local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the ALEC-1 switching system has a legitimate signaling relation.
- 15.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from ALEC-1 local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the ALEC-1 switching system has a legitimate signaling relation.
- 15.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from ALEC-1 from any signaling point or network interconnected through BellSouth's SS7 network where the ALEC-1 SCP has a legitimate signaling relation.

- 15.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
- 15.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
- 15.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
- 15.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
- 15.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 15.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 15.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 15.4.7 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
- 15.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

16. **Service Control Points/DataBases**

16.1 **Definition**

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

Management System (SCE/SMS) application databases and Directory Assistance.

16.1.2 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.

16.2 **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 ALEC-1 in accordance with the following requirements.

16.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

16.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

16.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

16.2.4 **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.

16.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for ALEC-1 customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

16.3 **Local Number Portability Database**

16.3.1 **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.

16.4 Line Information Database (LIDB):

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

16.4.1 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.

16.4.2 Technical Requirements:

BellSouth will offer to ALEC-1 any additional capabilities that are developed for LIDB during the life of this Agreement.

16.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ALEC-1 to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-ALEC-1 dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

16.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ALEC-1 to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and ALEC-1 dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

16.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ALEC-1 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.

- 16.4.2.4 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 ALEC-1's customer records in LIDB:
 - 16.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and
 - 16.4.2.4.2 Calling Card Validation: If ALEC-1 chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for ALEC-1 customer data in the LIDB.
- 16.4.2.5 BellSouth shall process ALEC-1's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to ALEC-1 what additional functions (if any) are performed by LIDB in the BellSouth network.
- 16.4.2.6 Within two (2) weeks after a request by ALEC-1, BellSouth shall provide ALEC-1 with a list of the customer data items which ALEC-1 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.
- 16.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 16.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 16.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 16.4.2.10 BellSouth shall provide ALEC-1 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 ALEC-1 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 ALEC-1 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 ALEC-1. 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).

- 16.4.2.11 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.
- 16.4.2.12 All additions, updates and deletions of ALEC-1 data to the LIDB shall be solely at the direction of ALEC-1. Such direction from ALEC-1 will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 16.4.2.13 BellSouth shall provide priority updates to LIDB for ALEC-1 data upon ALEC-1'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.
- 16.4.2.14 BellSouth shall provide ALEC-1 with the capability to directly obtain, through an electronic interface, reports of all ALEC-1 data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of ALEC-1 data in LIDB.
- 16.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of ALEC-1 customer records will be missing from LIDB, as measured by ALEC-1 audits. BellSouth will audit ALEC-1 records in LIDB against DBAS to identify record mis-matches and provide this data to a designated ALEC-1 contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to ALEC-1 within one business day of audit. Once reconciled records are received back from ALEC-1, 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 ALEC-1 to negotiate a time frame for the updates, not to exceed three business days.
- 16.4.2.16 BellSouth shall perform backup and recovery of all of ALEC-1'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.

- 16.4.2.17 BellSouth shall provide to ALEC-1 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 ALEC-1 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 ALEC-1.

- 16.4.2.18 BellSouth shall provide ALEC-1 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 ALEC-1 and BellSouth.
- 16.4.2.19 BellSouth shall prevent any access to or use of ALEC-1 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 ALEC-1 in writing.
- 16.4.2.20 BellSouth shall provide ALEC-1 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 ALEC-1 at least at parity with BellSouth Customer Data. BellSouth shall obtain from ALEC-1 the screening information associated with LIDB Data Screening of ALEC-1 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 ALEC-1 under the Bona Fide Request process of Attachment 9.

- 16.4.2.21 BellSouth shall accept queries to LIDB associated with ALEC-1 customer records, and shall return responses in accordance with industry standards.
- 16.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 16.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 16.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

16.4.3 **Interface Requirements**

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

- 16.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 16.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
- 16.4.3.3 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.

16.5 **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:

16.5.1 **Technical Requirements**

- 16.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for ALEC-1 to query with a toll-free number and originating information.

- 16.5.1.2 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.
- 16.5.1.3 The SCP shall also provide, at ALEC-1'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:
 - 16.5.1.3.1 Network Management;
 - 16.5.1.3.2 Customer Sample Collection; and
 - 16.5.1.3.3 Service Maintenance
- 16.6 **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:

 - 16.6.1 **Technical Requirements**
 - 16.6.1.1 BellSouth shall offer ALEC-1 a data link to the ALI/DMS database or permit ALEC-1 to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to ALEC-1 immediately after ALEC-1 inputs information into the ALI/DMS database. Alternately, ALEC-1 may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.
 - 16.6.1.2 The ALI/DMS database shall contain the following customer information:
 - 16.6.1.2.1 Name;
 - 16.6.1.2.2 Address;
 - 16.6.1.2.3 Telephone number; and
 - 16.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

- 16.6.1.3 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 ALEC-1 requests otherwise and shall be updated if ALEC-1 requests, provided ALEC-1 supplies BellSouth with the updates.
- 16.6.1.4 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.
- 16.6.1.5 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.
- 16.6.2 **Interface Requirements**
The interface between the E911 Switch or Tandem and the ALI/DMS database for ALEC-1 customers shall meet industry standards.
- 16.7 **Directory Assistance Database**
BellSouth shall make its directory assistance database available to ALEC-1 in order to allow ALEC-1 to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide ALEC-1 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 ALEC-1 and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ALEC-1 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.
- 16.8 **Calling Name Database.** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.
- 16.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
- 16.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

- 16.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
- 16.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- 16.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- 16.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 16.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 16.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 16.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
 - 16.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ALEC-1 the capability that will allow ALEC-1 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.
 - 16.10.2 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 ALEC-1. Scheduling procedures shall provide ALEC-1 equivalent priority to these resources
 - 16.10.3 BellSouth SCP shall partition and protect ALEC-1 service logic and data from unauthorized access, execution or other types of compromise.
 - 16.10.4 When ALEC-1 selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ALEC-1 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.

- 16.10.5 When ALEC-1 selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. ALEC-1 access will be provided via remote data connection (e.g., dial-in, ISDN).
- 16.10.6 When ALEC-1 selects SCE/SMS AIN Access, BellSouth shall allow ALEC-1 to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

17. **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.

- 17.1.1 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.

17.2 **Requirements**

- 17.2.1 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 ALEC-1 pursuant to the prices set forth in Attachment 11 of this Agreement.
- 17.2.2 ALEC-1 may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 17.2.3 BellSouth shall use its best efforts to provide to ALEC-1 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 ALEC-1 ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). From the time of the Request to 90 days after Confirmation, BellSouth shall hold such requested Dark Fiber for ALEC-1's use and may not allow any other party to use such media, including BellSouth.
- 17.2.4 BellSouth shall use its best efforts to make Dark Fiber available to ALEC-1 within thirty (30) business days after it receives written confirmation from

ALEC-1 that the Dark Fiber previously deemed available by BellSouth is wanted for use by ALEC-1. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable ALEC-1 to connect or splice ALEC-1 provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

18. SS7 Network Interconnection

18.1.1 Definition

SS7 Network Interconnection is the interconnection of ALEC-1 local Signaling Transfer Point Switches (STPS) and ALEC-1 local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), ALEC-1 local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

18.1.2 Technical Requirements

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

18.1.2.1.1 BellSouth local or tandem switching systems;

18.1.2.1.2 BellSouth DBs; and

18.1.2.1.3 Other third-party local or tandem switching systems.

18.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and ALEC-1 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 ALEC-1 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 ALEC-1 local STPSs and BellSouth or other third-party local switch.

18.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7

Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).

- 18.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 18.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 18.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 18.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 18.1.2.5 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 ALEC-1 local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ALEC-1 local STPSs, and shall not include SCCP Subsystem Management of the destination.
- 18.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 18.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 18.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 18.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 18.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;
 - 18.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
 - 18.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

18.1.3 Interface Requirements

18.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect ALEC-1 or ALEC-1-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:

18.1.3.1.1 A-link interface from ALEC-1 local or tandem switching systems; and

18.1.3.1.2 D-link interface from ALEC-1 STPSs.

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

18.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and ALEC-1 will work jointly to establish mutually acceptable SPOI.

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

18.1.3.4.1 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);

18.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

18.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

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

- 18.1.3.5 BellSouth shall set message screening parameters to block accept messages from ALEC-1 local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the ALEC-1 switching system has a legitimate signaling relation.
- 18.1.4 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:
 - 18.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 18.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 18.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 18.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 18.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
 - 18.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
 - 18.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 18.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 18.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 18.1.4.10 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);

- 18.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 18.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 18.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 18.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

19. **Basic 911 and E911**

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

19.1 **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).

19.2 **Requirements**

19.2.1 **Basic 911 Service Provisioning.** For Basic 911 service, BellSouth will provide to ALEC-1 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. ALEC-1 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. ALEC-1 will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ALEC-1 will be required to discontinue the Basic 911 procedures and being using E911 procedures.

19.2.2 **E911 Service Provisioning.** For E911 service, ALEC-1 will be required to install a minimum of two dedicated trunks originating from the ALEC-1 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. ALEC-1 will be required to provide BellSouth daily updates to the E911 database. ALEC-1 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, ALEC-1 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.

- 19.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on ALEC-1 beyond applicable charges for BellSouth trunking arrangements.
- 19.2.4 Basic 911 and E911 functions provided to ALEC-1 shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.
- 19.2.5 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 ALEC-1 to follow in providing 911/E911 services.

Attachment 3

Local Interconnection

Local Interconnection

BellSouth shall provide ALEC-1 interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

- 1.1 Local Traffic. Local Traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No party shall represent Exchange Access traffic nor ESP nor Information Service Provider traffic as Local Traffic.
- 1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:
- 1.2.1 Line-side of local switch.
 - 1.2.2 Trunk-side of local switch.
 - 1.2.3 Trunk interconnection points for tandem switch.
 - 1.2.4 Central office cross-connect points.
 - 1.2.5 Out-of-band signal transfer points.
 - 1.2.6 Interconnection at applicable unbundled network element points is also available.
 - 1.2.7 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment 9.
- 1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and ALEC-1 shall update the PLU. Detailed requirements associated with PLU reporting shall be as set forth

in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement.

1.3.1

Audits. On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ALEC-1 shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.

1.4

Percentage Interstate Usage. For combined interstate and intrastate ALEC-1 traffic terminated by BellSouth over the same facilities, ALEC-1 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 ALEC-1. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

1.5

Unidentified local traffic. Whenever BellSouth delivers traffic to ALEC-1 for termination on the ALEC-1's network, if BellSouth cannot determine because of the manner in which ALEC-1 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 ALEC-1 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 ALEC-1 cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and the ALEC-1.

1.6

Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for ALEC-1's connection of its end user to a local end user of another ALEC where both ALECs are connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment 11.

- 1.7 Mutual Provision of Access Service. When BellSouth and ALEC-1 provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.
- 1.8 Rates. Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.
- 2. Exchange of intraLATA toll traffic**
- Exchange of intraLATA toll traffic between BellSouth and ALEC-1 networks shall occur as follows:
- 2.1 IntraLATA Toll Traffic. IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.
- 2.2 Delivery of intraLATA toll traffic. For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate Access Services Tariff.
- 2.3 Rates. For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If ALEC-1 is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ALEC-1 as an interexchange carrier on a 10XXX basis, BellSouth will charge ALEC-1 the appropriate tariff charges for originating network access services. If BellSouth is serving as the ALEC-1 end user's presubscribed interexchange carrier or if the ALEC-1 end user uses BellSouth as an interexchange carrier on a

10XXX basis, the ALEC-1 will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

- 2.4 Additional Interconnection. To the extent ALEC-1 provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.
- 2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- 2.6 Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.
- 2.7 800 Access Screening. Should ALEC-1 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. ALEC-1 shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. ALEC-1 will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3. Methods of Interconnection

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

4. Trunk Groups

BellSouth and ALEC-1 shall establish trunk groups between interconnecting facilities. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth

engineering specifications, with the costs of provisioning such trunking being shared equally by both parties. Local and intraLATA traffic only may be routed over the same one-way trunk group. Requests for alternative trunking arrangements may require submission of a bona fide request via the Bona Fide Request Process set forth in Attachment 9.

5. Network Design and Management for Interconnection

- 5.1 **Network Management and Changes.** BellSouth will work cooperatively with ALEC-1 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 ALEC-1 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 ALEC-1.
- 5.4 **Network Management Controls.** BellSouth will work cooperatively with ALEC-1 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 ALEC-1, 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 ALEC-1 on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

5.6 Forecasting Requirements.

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

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

5.6.3 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section 5.6.3 shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section 5.6.3.

5.7 Call Information. BellSouth will provide ALEC-1 with the proper call information, *i.e.*, originated call company number and destination call

company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. **Parity in Ordering and Provisioning**

BellSouth shall provide interconnection ordering and provisioning services to ALEC-1 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 ALEC-1 customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, ALEC-1 local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. **Reciprocal Compensation**

8.1 BellSouth shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and ALEC-1's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11.

8.2 **Interconnection with Enhanced Service Providers (ESPs)**. BellSouth will exempt traffic originated to and terminated by ESPs from the reciprocal compensation arrangements of this Agreement.

Attachment 4

Collocation

SCHEDULE OF RATES AND CHARGES

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

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

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

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

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

**BELLSOUTH PHYSICAL COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 19____, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and _____, ("ALEC-1") a (corporation) organized and existing under the laws of _____;

WITNESSETH

WHEREAS, ALEC-1 wishes the right to occupy the BellSouth Central Office(s) delineated herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which ALEC-1 desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to ALEC-1 within its Central Office(s) subject to all terms and conditions of this Agreement;

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

1. Scope of Agreement

1.1 BellSouth hereby grants to ALEC-1 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 ALEC-1 and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at ALEC-1's expense, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.2 ALEC-1 shall use the Collocation Space for the purposes of installing, maintaining and operating ALEC-1'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, ALEC-1 may place ALEC-1-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 ALEC-1-owned

entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, ALEC-1 may connect to other ALEC-1s within the designated Central Office. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.3 ALEC-1 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 A Collocation Space will be provided to ALEC-1 at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

2. Term of Agreement

- 2.1 **Occupancy.** BellSouth will notify ALEC-1 that the Collocation Space is ready for occupancy. ALEC-1 must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. BellSouth may consent to an extension beyond 180 days upon a demonstration by ALEC-1 that circumstances beyond its reasonable control prevented ALEC-1 from completing installation by the prescribed date. If ALEC-1 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 ALEC-1's right to occupy said space shall terminate and BellSouth shall have no further obligations to ALEC-1 as to said space. Termination of the right to occupy said space pursuant to this paragraph shall not operate to release ALEC-1 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, ALEC-1's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 2.3 **Termination.** ALEC-1 may terminate its right to occupy any collocation space upon thirty (30) days prior written notice to BellSouth. Upon termination, ALEC-1 at its expense shall remove its equipment and other property from the Collocation Space. ALEC-1 shall have thirty (30) days from the termination date to complete such removal; provided, however, that ALEC-1 shall continue payment of monthly fees to BellSouth until such date as ALEC-1 has fully vacated the Collocation Space. Should ALEC-1 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 ALEC-1 at ALEC-1's expense and with no liability for damage or injury to ALEC-1's property unless caused by the negligence or intentional misconduct of BellSouth.

3. Use of Collocation Space

3.1 **Nature of Use.** BellSouth shall permit ALEC-1 to place, maintain and operate in the Collocation Space any equipment that ALEC-1 is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by ALEC-1 to provide services which ALEC-1 has the legal authority to provide. The equipment must at a minimum comply with the BellCore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063) and National Electric Code standards. ALEC-1 may elect to enclose the Collocation Space. ALEC-1 shall not use the Collocation Space for marketing purposes. ALEC-1 shall place no signs or marking of any kind (except for a plaque or other identification affixed to ALEC-1's equipment and reasonably necessary to identify ALEC-1'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.** ALEC-1 may elect to place ALEC-1-owned entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. ALEC-1 will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. No splicing will be permitted in the entrance manhole. ALEC-1 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 ALEC-1's equipment in the Collocation Space. ALEC-1 must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ALEC-1 is responsible for maintenance of the entrance facilities. Dual entrance will be permitted where capacity exists. The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response.

3.3 **Demarcation Point.** A point-of-termination bay(s) will designate the point(s) of interconnection between ALEC-1'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. ALEC-1 may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request.

- 3.4 ALEC-1's Equipment and Facilities. ALEC-1 is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by ALEC-1 in the Collocation Space. Without limitation of the foregoing provisions, ALEC-1 will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.
- 3.5 Access and Administration. ALEC-1 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 ALEC-1 to traverse restricted areas. All employees, agents and contractors of ALEC-1 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 ALEC-1 or certified vendor which contains a current photo, the individual's name and company name/logo. ALEC-1 agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, ALEC-1 shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Interconnector except for ordinary wear and tear.
- 3.6 Interference or Impairment. Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of ALEC-1 violate the provisions of this paragraph, BellSouth shall give written notice to ALEC-1, which notice shall direct ALEC-1 to cure the violation within twenty-four (24) hours or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. If ALEC-1 fails to take curative action within 24 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation,

including without limitation the interruption of electrical power to ALEC-1's equipment. BellSouth will endeavor, but is not required, to provide notice to ALEC-1 prior to taking such action and shall have no liability to ALEC-1 for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

3.7 Personalty and its Removal. Subject to requirements of this Agreement, ALEC-1 may place or install in or on the Collocation Space such facilities and equipment as it deems desirable for the conduct of business. Personal property, facilities and equipment placed by ALEC-1 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 ALEC-1 at any time. Any damage caused to the Collocation Space by ALEC-1's employees, agents or representatives during the removal of such property shall be promptly repaired by ALEC-1 at its expense.

3.8 Alterations. In no case shall ALEC-1 or any person acting on behalf of ALEC-1 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 ALEC-1.

4. Ordering and Preparation of Collocation Space

4.1 Application for Space. ALEC-1 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 ALEC-1's Collocation Space(s) and an estimate of the amount of square footage required. BellSouth will respond to ALEC-1's Application in writing following the completion of review, planning and design activities. Such response will include estimates on space availability, space preparation costs and space availability dates.

4.2 Bona Fide Firm Order. ALEC-1 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 ALEC-1 to complete the Application/Inquiry process described in Article 4.1 preceding, submit an updated Application document 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 ALEC-1's Application/Inquiry. Space preparation for the

Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

- 4.3 Use of Certified Vendor. ALEC-1 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 ALEC-1 with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing ALEC-1'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 ALEC-1 upon successful completion of installation. The Certified Vendor shall bill ALEC-1 directly for all work performed for ALEC-1 pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.
- 4.4 Alarm and monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. ALEC-1 shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space. Upon request, BellSouth will provide ALEC-1 with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by ALEC-1.
- 4.5 Basic Telephone Service. Upon request of ALEC-1, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 4.6 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. ALEC-1's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by ALEC-1 divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise ALEC-1 of delays. ALEC-1 agrees BellSouth shall not be liable to ALEC-1 for delays in providing possession of the Collocation Space.

4.7 **Space Enclosure.** Upon request of ALEC-1, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. ALEC-1 may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. ALEC-1 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 ALEC-1 for activities associated with the space enclosure construction.

4.8 **Cancellation.** If ALEC-1 cancels its order for the Collocation Space(s), ALEC-1 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 ALEC-1 would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

5. **Rates and Charges**

ALEC-1 shall pay for Collocation Space(s) according to the rates contained in Attachment 11 and pursuant to the following:

5.1 **Non-recurring Fees.** In addition to the Application Fee referenced in Article 4 preceding, ALEC-1 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 ALEC-1's acceptance of the Collocation Space. BellSouth shall provide documentation to establish the actual Space Preparation Fee. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection. The Space Preparation Fee will be pro rated as prescribed in Article 4.6 preceding. The Space Enclosure Construction Fee is assessed for the materials and installation cost of the equipment enclosure. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to ALEC-1 in the Application Response.

5.2 **Floor Space.** The floor space charge includes charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power ALEC-1's equipment. When the Collocation Space is enclosed by walls or other divider, ALEC-1 shall pay floor space charges based upon the number of square feet so enclosed. When the

Collocation Space is not enclosed, ALEC-1 shall pay floor space charges based upon the number of square feet contained in a shadow print of ALEC-1's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents ALEC-1'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 ALEC-1 first occupies the Collocation Space, whichever is sooner.

5.3

Power. Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to ALEC-1's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by ALEC-1's certified vendor. The ALEC-1's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional power DC plant or upgrade the existing DC power plant in a central office as a result of ALEC-1's request to collocate in that central office ("Power Plant Construction"), ALEC-1 shall pay all costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth will notify ALEC-1 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. ALEC-1 shall pay BellSouth one-half of the estimated Power Plant Construction costs prior to commencement of the work. ALEC-1 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. ALEC-1 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 the Agreement ALEC-1 shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

5.4

Security Escort. A security escort will be required whenever ALEC-1 or its approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments.

6.

Insurance

- 6.1 ALEC-1 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 ALEC-1 shall maintain the following specific coverages:
 - 6.2.1 Commercial General Liability coverage in the amount of fifteen million dollars (\$15,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than fifteen million dollars (\$15,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.
 - 6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
 - 6.2.3 ALEC-1 may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 6.3 The limits set forth in Article 6.2 above may be increased by BellSouth from time to time upon thirty (30) days notice to ALEC-1 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 ALEC-1 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 ALEC-1's property has been removed from BellSouth's Central Office, whichever period is longer. If ALEC-1 fails to maintain required coverages, BellSouth may pay the premiums thereon and seek reimbursement of same from ALEC-1.
- 6.5 ALEC-1 shall submit certificates of insurance reflecting the coverages required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. ALEC-1 shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from ALEC-1's insurance company. Notice of cancellation should be forwarded to: _____

BellSouth Telecommunications, Inc.
Attn.: Insurance Coordinator
3535 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

- 6.6 ALEC-1 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 the Agreement.

7. **Mechanics Liens**

If any mechanics lien or other liens shall be filed against property of BellSouth, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for ALEC-1 or by reason of any changes, or additions to BellSouth property made at the request or under the direction of the ALEC-1, ALEC-1 shall, within thirty (30) days after receipt of written notice from BellSouth either pay such lien or cause the same to be bonded off BellSouth's property in the manner provided by law. ALEC-1 shall also defend on behalf of BellSouth, at ALEC-1's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and ALEC-1 shall pay any damage and discharge any judgment entered thereon.

8. **Inspections**

BellSouth shall conduct an inspection of ALEC-1's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ALEC-1's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ALEC-1 adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide ALEC-1 with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections.

9. **Security**

Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of ALEC-1 will be permitted in the BellSouth Central Office. ALEC-1 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

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 ALEC-1's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate ALEC-1's right to occupy the collocation space, 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 ALEC-1's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth agrees to proceed promptly without expense to ALEC-1, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Where allowed and where practical in the sole judgment of BellSouth, ALEC-1 may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ALEC-1 shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ALEC-1's permitted use, until such Collocation Space is fully repaired and restored and ALEC-1's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

11. Eminent Domain

If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then ALEC-1's right to occupy said collocation space 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 ALEC-1 shall each have the right to terminate ALEC-1's right to occupy said collocation space 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

ALEC-1 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.

Attachment 5

**Access to Numbers
and
Number Portability**

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Agreement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth will ensure that ALEC-1, whether facilities-based or reseller, has nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. ALEC-1 will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.:

2. Permanent Solution

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

3. Service Provider Number Portability

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

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of ALEC-1. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to the ALEC-1 switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services.

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

4. SPNP Implementation

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

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

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

4.4

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

4.5

Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting

SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

- 4.6 Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.
- 4.8 Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.
- 4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL

revenues to the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

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

5. **Rates**

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

Attachment 6

Ordering and Provisioning

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to ALEC-1 that are equal to the ordering and provisioning services BellSouth provides to itself or any other ALEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

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

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

ALEC-1 requests for provisioning and installation services outside of the normal hours of operation may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide ALEC-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. ALEC-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 ALEC-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 ALEC-1 to report and monitor service troubles and obtain repair services. BellSouth shall offer ALEC-1 service trouble reporting in a non-discriminatory manner that provides ALEC-1 the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides ALEC-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 ALEC-1 access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.
- 2.5 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the services.
3. Miscellaneous Ordering and Provisioning Guidelines
- 3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by ALEC-1 will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if ALEC-1 wishes to reinstate an order, ALEC-1 may be required to submit a new service order.
- 3.2 Single Point of Contact. ALEC-1 will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by ALEC-1 to provide services to its end users, except that BellSouth may accept an order directly from another ALEC, or BellSouth, acting with authorization of the affected end user. ALEC-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 ALEC-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 ALEC-1 that such an order has been

processed, but will not be required to notify ALEC-1 in advance of such processing.

- 3.3 Use of Facilities. When a customer of the LEC elects to discontinue service from the LEC and to transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to ALEC-1 by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer under the following conditions:
 - 3.3.1 BellSouth has received a new order from the customer or the customer's new local exchange carrier for a retail service or resale service or for an unbundled network element which the customer or the customer's new local exchange carrier has indicated that the order constitutes a transfer of service from the LEC to another provider (i.e., the order is not for a new line or an additional line).
 - 3.3.2 The order for retail service, resale service, unbundled loop and/or port can be for either exchange service or private line.
 - 3.3.3 Upon receipt of a transfer of service order from a customer or the customer's new local exchange carrier, BellSouth will do the following:
 - 3.3.3.1 Process disconnect and reconnect orders to transfer the service which shall be due dated using current interval guidelines.
 - 3.3.3.2 Reuse the serving facility for the retail or resale service, unbundled Network Element for the same customer at the same location.
 - 3.3.3.3 Notify ALEC-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.

Attachment 7

Billing

BILLING

1. Payment and Billing Arrangements

- 1.1 **Billing.** Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that ALEC-1 requests.
- 1.2 **Master Account.** For resold services, when the initial service is ordered by ALEC-1, BellSouth will establish an accounts receivable master account for ALEC-1.
- 1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of ALEC-1. ALEC-1 shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ALEC-1 from ALEC-1's customer. BellSouth will not become involved in billing disputes that may arise between ALEC-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 3.6, below, shall apply.

- 1.5 **Tax Exemption.** Upon proof of tax exempt certification from ALEC-1, the total amount billed to ALEC-1 will not include any taxes due from the end user. ALEC-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, ALEC-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 ALEC-1.
- 1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill ALEC-1 end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Discontinuing Service to ALEC-1. The procedures for discontinuing service to ALEC-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 ALEC-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 ALEC-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. If BellSouth does not refuse additional applications for service on the date specified in the notice and ALEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- 1.10.3 If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

1.10.4 If ALEC-1 fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by ALEC-1 to receive notices of noncompliance, discontinue the provision of existing services to ALEC-1 at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ALEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ALEC-1 without further notice.

1.10.5 If payment is not received or arrangements made for payment by the date given in the written notification, ALEC-1's services will be discontinued. Upon discontinuance of service on ALEC-1's account, service to the ALEC-1's end users will be denied. BellSouth will reestablish service at the request of the end user or ALEC-1 upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. ALEC-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, ALEC-1 may 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 or in its sole discretion some other form of security acceptable to the Company. 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.

2. RAO Hosting

2.1 RAO Hosting, CATS and NICS services provided to ALEC-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.

- 2.2 ALEC-1 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 2.3 Applicable compensation amounts will be billed by BellSouth to ALEC-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.
- 2.4 ALEC-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 ALEC-1 to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of ALEC-1 and will coordinate all associated conversion activities.
- 2.5 BellSouth will receive messages from ALEC-1 that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from ALEC-1.
- 2.7 All data received from ALEC-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.
- 2.8 All data received from ALEC-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).
- 2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ALEC-1 and will forward them to ALEC-1 on a daily basis.
- 2.10 Transmission of message data between BellSouth and ALEC-1 will be via electronic data transmission.

- 2.11 All messages and related data exchanged between BellSouth and ALEC-1 will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.12 ALEC-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.
- 2.13 Should it become necessary for ALEC-1 to send data to BellSouth more than sixty (60) days past the message date(s), ALEC-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 ALEC-1 to notify all affected Parties.
- 2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ALEC-1) identified and agreed to, the company responsible for creating the data (BellSouth or ALEC-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.
- 2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from ALEC-1, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ALEC-1 of the error condition. ALEC-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, ALEC-1 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.16 In association with message distribution service, BellSouth will provide ALEC-1 with associated intercompany settlements reports (CATS and NICS) as appropriate.

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

2.18 RAO Compensation

2.18.1 For message distribution service provided by BellSouth for ALEC-1, BellSouth shall receive the following as compensation:

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

Rate Per Message	\$0.001
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2.18.3 Data circuits (private line or dial-up) will be required between BellSouth and ALEC-1 for the purpose of data transmission. Where a dedicated line is required, ALEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ALEC-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 ALEC-1. Additionally, all message toll charges associated with the use of the dial circuit by ALEC-1 will be the responsibility of ALEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

2.18.4 All equipment, including modems and software, that is required on the ALEC-1 end for the purpose of data transmission will be the responsibility of ALEC-1.

2.19 Intercompany Settlements Messages

2.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ALEC-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 ALEC-1 and the involved company(ies).

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 ALEC-1.
- 1.9 **End User Common Line Charge for Resellers.** Pursuant to 47 CFR Section 51.617, BellSouth will bill ALEC-1 end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 **Discontinuing Service to ALEC-1.** The procedures for discontinuing service to ALEC-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 ALEC-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 ALEC-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. If BellSouth does not refuse additional applications for service on the date specified in the notice and ALEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- 1.10.3 If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

- 1.10.4 If ALEC-1 fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by ALEC-1 to receive notices of noncompliance, discontinue the provision of existing services to ALEC-1 at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ALEC-1's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ALEC-1 without further notice.
- 1.10.5 If payment is not received or arrangements made for payment by the date given in the written notification, ALEC-1's services will be discontinued. Upon discontinuance of service on ALEC-1's account, service to the ALEC-1's end users will be denied. BellSouth will reestablish service at the request of the end user or ALEC-1 upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. ALEC-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, ALEC-1 may 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 or in its sole discretion some other form of security acceptable to the Company. 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.

2. RAO Hosting

- 2.1 RAO Hosting, CATS and NICS services provided to ALEC-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.

- 2.2 ALEC-1 shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 2.3 Applicable compensation amounts will be billed by BellSouth to ALEC-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.
- 2.4 ALEC-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 ALEC-1 to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of ALEC-1 and will coordinate all associated conversion activities.
- 2.5 BellSouth will receive messages from ALEC-1 that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from ALEC-1.
- 2.7 All data received from ALEC-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.
- 2.8 All data received from ALEC-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).
- 2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by ALEC-1 and will forward them to ALEC-1 on a daily basis.
- 2.10 Transmission of message data between BellSouth and ALEC-1 will be via electronic data transmission.

- 2.11 All messages and related data exchanged between BellSouth and ALEC-1 will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.12 ALEC-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.
- 2.13 Should it become necessary for ALEC-1 to send data to BellSouth more than sixty (60) days past the message date(s), ALEC-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 ALEC-1 to notify all affected Parties.
- 2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ALEC-1) identified and agreed to, the company responsible for creating the data (BellSouth or ALEC-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.
- 2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from ALEC-1, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ALEC-1 of the error condition. ALEC-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, ALEC-1 will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.16 In association with message distribution service, BellSouth will provide ALEC-1 with associated intercompany settlements reports (CATS and NICS) as appropriate.

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

2.18 RAO Compensation

2.18.1 For message distribution service provided by BellSouth for ALEC-1, BellSouth shall receive the following as compensation:

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

Rate Per Message	\$0.001
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2.18.3 Data circuits (private line or dial-up) will be required between BellSouth and ALEC-1 for the purpose of data transmission. Where a dedicated line is required, ALEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ALEC-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 ALEC-1. Additionally, all message toll charges associated with the use of the dial circuit by ALEC-1 will be the responsibility of ALEC-1. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

2.18.4 All equipment, including modems and software, that is required on the ALEC-1 end for the purpose of data transmission will be the responsibility of ALEC-1.

2.19 Intercompany Settlements Messages

2.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ALEC-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 ALEC-1 and the involved company(ies).

2.19.2 Both traffic that originates outside the BellSouth region by ALEC-1 and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ALEC-1, is covered by this Agreement.

2.19.3 Once ALEC-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 when it is implemented. Should ALEC-1 operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and ALEC-1 agree to negotiate an alternate form of settlement for these revenues.

2.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.

2.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of ALEC-1. BellSouth will distribute copies of these reports to ALEC-1 on a monthly basis.

2.19.6 BellSouth will collect the revenue earned by ALEC-1 from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ALEC-1. BellSouth will remit the revenue billed by ALEC-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 ALEC-1. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ALEC-1 via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and ALEC-1 agree that monthly netted amounts of less than ten dollars (\$10.00) will not be settled.

3. Daily Usage File

3.1 Upon request from ALEC-1, BellSouth will provide Daily Usage File service to ALEC-1 pursuant to the rates, terms and conditions set forth in this section.

3.2 The ALEC-1 shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

3.3 The Daily Usage Feed will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an ALEC-1 customer. The Daily Usage Feed also includes operator handled calls originating from ALEC-1 subscriber lines and purchasing Operator Services from BellSouth.

Daily Usage Feed is provided pursuant to the following rates:

\$0.008 per message - Recording Service (only applied to unbundled operator services messages)

\$0.004 per message - Message Distribution

\$0.001 per message - Data Transmission

Charges for delivery of the Daily Usage Feed will appear on the ALEC-1s' monthly bills.

3.4 The Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

3.5 Messages that error in the billing system of the ALEC-1 will be the responsibility of the ALEC-1. If, however, the ALEC-1 should encounter significant volumes of errored messages that prevent processing by the ALEC-1 within its systems, BellSouth will work with the ALEC-1 to determine the source of the errors and the appropriate resolution.

3.6 The following specifications shall apply to the Daily Usage Feed.

3.6.1 USAGE TO BE TRANSMITTED

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

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

3.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth

recorded rated and unrated usage. Rated Incollects will not be packed separately.

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

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

3.6.2 PHYSICAL FILE CHARACTERISTICS

3.6.2.1 Daily Usage Feed will be distributed to ALEC-1 via a contractually agreed medium with CONNECT:Direct being the preferred transport method. If methods other than CONNECT:Direct are negotiated there may be nominal additional charges to cover costs associated with the delivery method (e.g. postage, handling, tape, etc.). 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 EMR format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per BellSouth RAO (12 total). The Daily Usage Feed will contain packed data as detailed on the next page.

3.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ALEX-1 for the purpose of data transmission. Where a dedicated line is required, ALEC-1 will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ALEC-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 ALEC-1. Additionally, all message toll charges associated with the use of the dial circuit by ALEC-1 will be the responsibility of ALEC-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 ALEC-1 end for the purpose of data transmission will be the responsibility of ALEC-1.

3.6.3 PACKING SPECIFICATIONS

3.6.3.1 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.

3.6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ALEC-1 which BellSouth RAO that is sending the message. BellSouth and ALEC-1 will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ALEC-1 and resend the data as appropriate.

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

Pack Header Record

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

Pack Trailer Record

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

36.4 PACK REJECTION

3.6.4.1 ALEC-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 Bellcore EMR Error Codes will be used. ALEC-1 will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ALEC-1 by BellSouth.

3.6.5 CONTROL DATA

ALEC-1 will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ALEC-1 received the pack and the acceptance or rejection of the pack. Error Code(s) will be populated in the Error Code fields (using standard Bellcore EMR error codes) for packs that were rejected by ALEC-1 for reasons stated in the above section. The confirmation record layout shall be as set forth below.

DAILY USAGE FEED CONFIRMATION RECORD (RIPC03)

Field Name	Field Position	Field Length	
Category	01-02	x(2)	RI
Group	03-04	x(2)	PC
Record Type	05-06	x(2)	03
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	
Invoice Number	13-14	9(2)	
filler	15-16	9(2)	
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
filler	30-65	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	
Amount of Accepted Revenue	90-99	9(8).99	
filler	100	9(1)	
Number of Rejected Messages	101-107	9(7)	
Amount of Rejected Revenue	108-117	9(8).99	

filler	118-137	9(20)
Pack Status Code	138-139	9(2)
Return Code 1	140-141	x(2)
Return Code 2	142-143	x(2)
Return Code 3	144-145	x(2)
Return Code 4	146-147	x(2)
Return Code 5	148-149	x(2)
Return Code 6	150-151	x(2)
Return Code 7	152-153	x(2)
Return Code 8	154-155	x(2)
Return Code 9	156-157	x(2)
Return code 10	158-159	x(2)
filler	160-175	x(16)

3.6.6 TESTING

3.6.6.1 BellSouth will perform external testing with ALEC-1 prior to entering a "production" mode. The number of tests, test dataset name, test data content, and test schedule will be mutually agreed upon by BellSouth and ALEC-1 during the detail negotiations process. Test data shall be transported using the same medium that will be used in a production mode (if possible).

Attachment 8

Rights-of-Way, Conduits and Pole Attachment

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

BellSouth agrees to provide ALEC-1, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to terms and conditions that are subsequently negotiated.

Attachment 9

Bona Fide Request Process

BONA FIDE REQUEST PROCESS

- 1.0 Bona Fide Requests are to be used when ALEC-1 requests a change to any Services and Elements, including any new features, capabilities or functionality.
- 1.1 A Bona Fide Request shall be submitted in writing by ALEC-1 and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a ALEC-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 ALEC-1's Account Executive.
- 1.2 Although not expected to do so, the requesting Party may cancel a Bona Fide Request in writing at any time. BellSouth will then cease processing of the request. If ALEC-1 cancels a Bona Fide Request after BellSouth has received ALEC-1's written "authorization to proceed" as described in Section 1.4 below, ALEC-1 agrees to pay BellSouth such reasonable, demonstrable, actual incurred costs, if any, directly related to complying with ALEC-1's Bona Fide Request from the date of ALEC-1's written notice to proceed up to the date of cancellation.
- 1.3 Within ten (10) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.
- 1.4 Except under extraordinary circumstances, within forty (40) days of its receipt of a Bona Fide Request, BellSouth shall provide to ALEC-1 a preliminary analysis of the Bona Fide Request. The preliminary analysis will include an estimate of BellSouth's price for development which will include a firm and fixed amount that includes functions such as but not limited to, the development of a project plan, design plan, and establishing methods and procedures; and state whether BellSouth can meet ALEC-1's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet ALEC-1's requested availability date. The preliminary analysis will contain an invoice of the firm and fixed amount that will be remitted to BellSouth within ten (10) calendar days from the

date of issuance as ALEC-1's authorization to BellSouth to proceed. The preliminary analysis will also include a detailed breakdown of the proposed price and a description of the work activity required. BellSouth also shall indicate in this analysis its agreement or disagreement with ALEC-1's designation of the request as being pursuant to the Act or pursuant to the need of the business. If BellSouth determines that it is not able to provide ALEC-1 with a preliminary analysis within forty (40) calendar days of BellSouth's receipt of a Bona Fide Request, BellSouth will inform ALEC-1 as soon as practicable. ALEC-1 and BellSouth will then determine a mutually agreeable date for receipt of the preliminary analysis.

- 1.5 In the event of a dispute over BellSouth's proposed price, upon BellSouth's written request, ALEC-1 agrees to remit to BellSouth 50 percent of the proposed price within ten (10) calendar days of BellSouth's written request. In no event, however, shall any dispute regarding price delay BellSouth proceeding with the Bona Fide Request. Upon resolution of the dispute regarding BellSouth's price proposal, adjustments, if any, shall be made to the appropriate party. Any adjustment shall include a late payment penalty calculated in accordance with Attachment 7, Section 1.7 of this Agreement.
- 1.6 As soon as possible, but in no event more than sixty (60) calendar days after receipt of the firm and fixed quote amount which will serve as ALEC-1's authorization to proceed, BellSouth shall provide ALEC-1 with a final Bona Fide Request quote which will include the service availability date, the applicable rates and the installation intervals, and a binding price quote, including a detailed final price breakdown with any changes or additions to the work activities required.
- 1.7 Unless ALEC-1 agrees otherwise, all proposed prices for requests pursuant to the Act, shall be the pricing in accordance with the Act, and any applicable FCC and Commission rules and regulations. Payments for services purchased under a Bona Fide Request will be made as specified in this Agreement, unless otherwise agreed to by ALEC-1.
- 1.8 Within thirty (30) calendar days after receiving the final Bona Fide Request quote from BellSouth, ALEC-1 will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal. If ALEC-1 does not respond to BellSouth's final Bona Fide Request quote, or if the Bona Fide Request quote is rejected by ALEC-1, the Bona Fide Request will expire. Upon expiration, BellSouth will

cease work on said Bona Fide Request and ALEC-1 shall compensate BellSouth pursuant to Section 1.2 of this Attachment. If at any time an agreement cannot be reached as to the price of the request, BellSouth shall continue to proceed with ALEC-1's request as described in Section 1.5 of this Attachment.

- 1.9 ALEC-1 may request and BellSouth shall use its best efforts to accommodate any request for data that is directly related and reasonable in scope to a Bona Fide Request issued pursuant to this Attachment 9.

Attachment 10

Performance Measurements

PERFORMANCE MEASUREMENT**1. PERFORMANCE MEASUREMENT**

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

1.2 Except as otherwise provided in this Attachment 12, BellSouth shall provide data on a monthly basis for each state and for the nine states served by BellSouth. The data shall be reported to ALEC-1 in a mutually agreed upon format which will enable ALEC-1 to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for ALEC-1 for that same specific measure. BellSouth shall also provide the raw data used to calculate each measurement for ALEC-1 as reasonably requested by ALEC-1. For provisioning and maintenance, separate measurements shall be provided as follows:

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

1.3 DELETED

1.4 BellSouth and ALEC-1 recognize that percentage target performance levels have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide under this Agreement, or to improve service as ALEC-1 and BellSouth may mutually agree. BellSouth and ALEC-1 agree to meet to discuss establishment of such targets quarterly, starting no later than ninety (90) days after actual performance occurs. Such targets will

reflect a negotiated level of performance. Notwithstanding the foregoing, ALEC-1 reserves its right to request targets that exceed parity. Such a request may require ALEC-1 to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

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

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

* Under normal business conditions

Attachment 10

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

* Under normal business conditions

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

- 2.2 Committed Due Date Met:**
Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$$N = \frac{\text{Total Appointments Met}}{\text{Total Appointments Set}}$$

- 2.3 No Trouble Reported Within 30 Days of Order Completion:**
Measures reliability of service provided to ALEC-1 customers in first 30 days of service.

Measurement:

POTS: $N = \frac{\text{All troubles on service installed } \leq 30 \text{ days in a calendar month}}{\text{Installations in a calendar month}}$
Note: N and D are not the same order base.

Specials: $N = \frac{\text{Troubles on service installed } \leq 30 \text{ days}}{\text{Installations in a calendar month}}$
Note: N and D are in the same order base.

- 2.4 Firm Order Confirmation:**

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

Measurement:

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

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

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

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

Measurement:

$N = \frac{\text{Number of Rejects or Error Status Sent in } \leq 1 \text{ hour}}{\text{Total Number of Rejects or Error Status Sent}}$

$D = \text{Total Number of Rejects or Error Status Sent}$

2.6 Service Orders Provisioned As Requested:

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

3. MAINTENANCE MEASUREMENTS

3.1 Time to Restore

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

Measurement:

$N = \frac{\text{Total Duration Time}}{\text{Total Troubles}}$

$D = \text{Total Troubles}$

For Specials and Local Interconnection/Trunking:

$N = \frac{\text{Responsible Duration Time}}{\text{Total Troubles}}$

$D = \text{Total Troubles}$

To the extent that ALEC-1 requests that BellSouth measure the time to restore Local Services, Network Elements or Combinations, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment. Additionally, to the extent that ALEC-1 requests BellSouth to provide these measurements delineated in certain hourly intervals. BellSouth is agreeable to meeting this request for hourly intervals as delineated by ALEC-1, subject to an estimated one-time cost of \$20,000.00 and a monthly recurring cost of \$500.00. ALEC-1 agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

3.2 Repeat Troubles

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

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

3.3 Trouble Resolution Notification

BellSouth shall inform ALEC-1 of the restoration of Local Service, Network Element, or Combination after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

3.4 ALEC-1 will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces pursuant to Attachment 15. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

3.5 Missed Appointments

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

Measurement:

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

3.6 Report Rate

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

Measurement:

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

4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to ALEC-1's Message Processing Center once daily.

Measurement:

$$N = \frac{\text{Total Number of Messages Sent within six (6) calendar days from Initial Recording}}{\text{Total Number of Messages Sent}}$$

D = Total Number of Messages Sent

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

4.2 Completeness

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

Measurement:

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

-----X 100

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

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

4.3 Recorded Usage Data Accuracy

4.3.1 Format and Content

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

Measurement:

N = Total Number of Recorded Usage Data Transmitted Correctly

-----X 100

D = Total Number of Recorded Usage Data Transmitted

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

4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to ALEC-1 error free. The level of detail includes, but is not limited to: detail required to Rating the call; Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type of MR that corresponds with each MR response time classification shall be

mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

A = Immediate Attention - Resolution within 24 hours

B = Resolution 4 to 7 Days - Unguidables

C = Resolution 2 to 3 Weeks

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

R = Resend (Files) within 6 Hours

All times refer to mutual business work days/hours

4.4 Data Packs

Data Pack rejections and resends shall be as defined in Attachment 7, Appendix 2, Sections 4.4 and 4.5. BellSouth will transmit to ALEC-1 all packs error free in the format agreed.

Measurement:

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

$D = \text{Total Number of Data Packs Sent}$

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

5. BILLING (CONNECTIVITY BILLING AND RECORDING)

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

6. DATA BASES

6.1 Line Information Data Base

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

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

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

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

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

6.1.3.3 **DELETED**

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

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

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

6.1.3.5 Once ALEC-1 requests LIDB screening pursuant to Section 13.4.2.20 of Attachment 2, the Parties shall negotiate the appropriate performance standard for defects in LIDB Data Screening of responses.

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7. ACCOUNT MAINTENANCE

7.1 When notified by a CLEC that an ALEC-1 Customer has switched to CLEC service, BellSouth shall provision the change, and notify ALEC-1 via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

✓

Measurement:

N = Number of Local Service Changes From ALEC-1 to Another CLEC
Provisioned with Notification to ALEC-1 in One Business Day

D = Total Number of Local Service Changes from ALEC-1 to
Another CLEC Provisioned with Notification to ALEC-1

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

Measurement:

N = Number of PIC Only Changes from One IEC to Another

Initiated by ALEC-1 Provisioned with Notification via the
Work Order Completion Feed in \leq One Business Day

D = Total Number of PIC Only Changes from One IEC to
Another Initiated by ALEC-1 Provisioned with Notification
via the Work Order Completion Feed

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

Measurement:

N = Number of PIC Change Requests for an ALEC-1 Local Customer
Rejected by BellSouth to IXC \leq One Business Day

D = Total Number of PIC Changes for an ALEC-1 Local Customer
Rejected by BellSouth to IXC

Attachment 11

Rates

Attachment 11

Rates

ALABAMA

PART IV: PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	17%
Business Service:	17%

3. **Unbundled Network Elements**

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

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

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

5. **Ancillary Functions**

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

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

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

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

42. **True-up**

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

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

NETWORK INTERFACE DEVICE (NID), per month	\$0.63
NONRECURRING CHARGE - customer transfer,	
feature additions, changes	\$5.00
UNBUNDLED EXCHANGE ACCESS LOOP (1) (4)	
- 2 Wire Analog Voice Grade Loop	\$18.00
NRC	\$55.20
- 4 Wire Analog Voice Grade Loop	\$28.80
NRC	\$55.20
- 2 Wire ISDN Digital Grade Loop	\$28.80
NRC	\$55.20
- 2 Wire ADSL/HDSL Loop	\$28.80
NRC	\$55.20
- 4 Wire HDSL Loop	\$28.80
NRC	\$55.20
- 4 Wire DS1 Digital Grade Loop	\$64.19
NRC First	\$675.00
NRC Add'l	\$315.00
LOOP CHANNELIZATION SYSTEM (DS1 to VG) (Inside C.O.)	
- Per system (DS1 to VG), Per Month	\$400.00
NRC	\$525.00
- Voice Interface - Per Circuit, Per Month	\$1.15
NRC	\$8.00
COLLOCATION - VIRTUAL (2)	
UNBUNDLED LOCAL USAGE, per mou (3)	
End Office Switching, per mou	\$0.0017
Tandem Switching, per mou	\$0.0015
Note(s):	
1. Loop rate includes the NID rate.	
2. The Commission did not order rates for Virtual Collocation. The rates displayed reflect BellSouth's proposed interim rates as set forth in FCC No. 1, Section 20.	

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

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

2. The Intermediary Charge applies only to intermediary traffic and is applied in addition to applicable interconnection charges.

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

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

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

SCHEDULE OF RATES AND CHARGES

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

Overtime - additional half hour NRC-ICB	\$30.00
Premium - additional half hour NRC-ICB	\$35.00

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.
- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.
- Space Enclosure Construction Fee.** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.
- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

*Not in
PSC Version.*

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:

RATES FOR VIRTUAL COLLOCATION

(prices are interim, subject to true-up)

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

TABLE 3

RIGHTS OF WAY

(prices are interim, subject to true-up)

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

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

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

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

TABLE 5

NUMBER PORTABILITY

(Interim, Subject to true-up)

Remote Call Forwarding (RCF)

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

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

TABLE 6

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

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

FLORIDA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

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

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

5. **Ancillary Functions**

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

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

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

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

TABLE 1

BELLSOUTH/ALEC RATES - FLORIDA
UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	\$0.76 (interim rate)
Loops, including NID	
2 wire, per month	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1, per month	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50

End Office Switching	
Ports	
2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$10.00 (interim rate)
NRC First	\$38.00 (interim rate)
NRC Add'l	\$15.00 (interim rate)
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional Minutes	\$0.005
Features, functions, capabilities	No additional charge
Operator Systems	
Operator Call Handling-Station & Person	\$1.00 per minute

Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
Directory Assistance	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$133.81 (interim rate)
NRC, first	\$866.97 (interim rate)
NRC, add'l	\$486.83 (interim rate)
switched dedicated DS1 level	
per mile	\$16.75 (interim rate)
per facility termination	\$59.75 (interim rate)
NRC	\$100.49 (interim rate)
switched common	
per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switching	

per DA call	\$0.00055
Dedicated Transport	
DS1, facility termination	\$ 59.75
DS1, per mile	\$ 1.60
NRC	\$100.49 (interim rate)
Common Transport	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00
Signal Transfer Points	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD

AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and ALEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination (2)	
(2) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

**PHYSICAL AND VIRTUAL COLLOCATION
 PHYSICAL COLLOCATION**

SCHEDULE OF RATES AND CHARGES

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

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

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

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

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

VIRTUAL COLLOCATION

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

TABLE 3

J **RIGHTS OF WAY**

22.

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

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

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

TABLE 5

LOCAL NUMBER PORTABILITY

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

TABLE 6

(Interim Rates Pending Further Negotiation)

RECORDED USAGE DATA

Recording Services (only applied to
unbundled operator services messages),
per message \$.008

Message Distribution, per message \$.004

Data Transmission, per message \$.001

GEORGIA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

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

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

5. **Ancillary Functions**

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

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

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

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

9. **Interim Pricing**

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

1. The interim price shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.

2. **The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting agreement with the Commission as a "negotiated agreement" under Section 252(e) of the Act.**

3. **A final order of this Commission that forms the basis of a true-up shall be the final order as to prices for unbundled local loops in the Docket No. 7601-U generic cost study proceeding, or potentially may be a final order in any other Commission proceeding which meets the following criteria:**
 - (a) **BellSouth and ALEC 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. **ALEC shall retain its ability under Section 252(l) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.**

BELLSOUTH/ALEC INTERIM RATES - GEORGIA

UNBUNDLED NETWORK ELEMENTS

(all rates are subject to true-up)

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

Dedicated Transport - DS0 Level - per mile per month	\$.10
DS0 - Facility Termination, per month	\$2.75
DS0 - Facility Termination, NRC	\$24.01
Common Transport - per mile per month	\$.000012
Facility Termination, per mou	\$0.00036
Unbundled Signaling	
Signaling Links	
A link	\$19.97 per link
D link	\$25.25 per link
Signal Transfer Points	
ISUP	\$0.00005 per message
TCAP	\$0.00005 per message
Signaling Usage Surrogate, per 56 Kbps facility. This charge is only applicable where signaling usage measurement and billing capability does not exist.	\$395.00
Signal Control Points	
AIN	Interim Rates to be Negotiated
LIDB	\$0.00075 per message
Originating point code establishment or change, per establishment or change	\$91.00
800/888 Access Ten Digit Screening Service	
Per 800 call utilizing access ten digit screening service w/800 number delivery	\$0.00075 per message
Per 800 call utilizing access ten digit screening service w/800 number delivery, for 800 numbers with optional complex features	\$0.00075 per message
Per 800 call utilizing access ten digit screening service with POTS number delivery	\$0.00075 per message
Per 800 call utilizing access ten digit screening service with POTS number delivery, with optional complex features	\$0.00075 per message
NRC Reservation charge, per 800 number reserved	First \$27.50 Add'l. \$.50
NRC Establishment charge, per 800 number established with 800 Number Delivery	First \$63.00 Add'l. \$2.00
NRC Establishment charge, per 800 number established with POTS number delivery	First \$63.00 Add'l. \$2.00
NRC Change charge, per request	First \$42.00 Add'l. \$.50
NRC customized area of service, per 800 number	First \$3.00 Add'l. \$1.50
NRC multiple interLATA carrier routing, per carrier requested, per 800 number	First \$3.50 Add'l. \$2.00
NRC call handling and destination features, per 800 number	\$3.00
Operator Systems	
Operator Provided Call Handling	\$0.30 per call
Fully Automated Call Handling	\$0.07 per attempt
Directory Assistance	
Directory Assistance	\$0.20 per call
DA Call Completion	\$0.05 per attempt
Number Services Intercept	\$0.04 per query

DA -switched local channel DS1 level, per local channel	\$133.81	
NRC First	\$866.97	
NRC Add'l	\$486.83	
DA-Switched dedicated transport - DS1 level, per mile	\$23.50	
NRC	\$100.49	
DA-switched common transport, per DA Acc. Svc Call	\$0.00036	
DA-switched common transport, per DA acc svc call mi.	\$0.00004	
DA - access tandem switching, per DA access svc call	\$0.00055	
DA - interconnection, per DA access service call	\$0.00269	
Installation, per DA access service call	\$915.00	First
	\$100.00	Add'l
DA database service - use fee, per DAD customer's end user request	\$0.035	
DA database Service - monthly recurring charge	\$150.00	
Direct access to DA service		
NRC DADAS service establishment charge	\$1,000.00	
DADAS database service charge, per month	\$5,000.00	
DADAS per query charge	\$0.023	
Selective Routing		
One time charge	\$10.00 per line or PBX trunk	
Dark Fiber		
Per each fiber strand per route mile or fraction thereof	\$241.00	
Per each four-fiber dry fiber arrangement	\$1000.00 per arrangement	
CALL TRANSPORT AND TERMINATION (LOCAL INTERCONNECTION) (1)		
(1) The Parties agree to bill a mutually agreed upon composite End Office Interconnection rate of \$0.003 and composite Tandem Interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.		

SCHEDULE OF RATES AND CHARGES

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

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

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

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

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

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

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

LOCAL NUMBER PORTABILITY

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

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

RECORDED USAGE DATA

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

KENTUCKY

PART IV: PRICING

1. General Principles

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

2. Local Service Resale

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

4. Compensation For Call and Transport Termination

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

5. Ancillary Functions

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

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

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

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

42. **True-up**

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

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

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

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

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

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

TABLE 2

PHYSICAL COLLOCATION

SCHEDULE OF RATES AND CHARGES

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

NRC-ICB	
Premium - additional half hour	\$35.00
NRC-ICB	

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

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

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

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

VIRTUAL COLLOCATION

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(All prices are interim at this time)

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

TABLE 3

RIGHTS OF WAY

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

DARK FIBER

Temporary rates for dark fiber are as follows:

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

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

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

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

TABLE 5

INTERIM NUMBER PORTABILITY

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

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

TABLE 6

RECORDED USAGE DATA

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

LOUISIANA

PART IV: PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

Residential Service	20.7%
Business Service:	20.7%

3. **Unbundled Network Elements**

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

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

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

5. **Ancillary Functions**

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

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

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

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

42. **True-up**

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

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

Network Interface Device, Per Month	\$0.68
Loop, including NID	
2 Wire	\$19.08
NRC	\$34.00
4 Wire	\$27.78
NRC	\$34.00
2 Wire ISDN	\$28.88
NRC	\$34.00
DS1	\$105.00
NRC	\$360.00 First/\$165.00 Additional
2W ADSL/HDSL	\$19.08
NRC	\$34.00
4W HDSL Loop	\$27.78
NRC	\$34.00
Loop Channelization System (inside C.O.)	
Per-System, Per Month (DS1 to VG)	\$400.00
NRC	\$525.00
Voice Interface-Per Circuit, Per Month	\$ 1.15
NRC	\$ 8.00
Local Switching, Monthly (Unbundled switching does not include the features, functions, and capabilities used to provide vertical services like Caller ID, Call Waiting, and Call Return when these features, functions, and capabilities are used by ALEC to offer services identical to BellSouth's retail vertical services.)	No additional charge for features
2 Wire, per port, per month	\$2.15
NRC	\$25.00 First/\$9.00 Additional
4 Wire, per port, per month	\$2.92
NRC	\$25.00 First/\$9.00 Additional
2 Wire DID, per port, per month	TBD
NRC	TBD
DS1 DID, per port, per month	TBD
NRC	TBD
2 Wire ISDN, per port, per month	\$14.18
NRC	\$75.00 First/\$60.00 Additional
DS1 ISDN, per port, per month	\$328.59
NRC	\$115.00 First/\$100.00 Additional
Hunting, Per Month	\$0.23
, NRC	\$1.50
Local Switching, Per MOU	\$0.001599
Tandem Switching, per MOU	\$0.001231
Operator Systems	
Operator Call Handling, per call	\$0.40
Automated Call Handling, using BST LIDB, per attempt	\$0.07
Automated Call Handling, using foreign LIDB, per attempt	\$0.09
Busy Line Verification, per call	\$0.85
Verify and Emergency Interrupt, per call	\$1.45

Directory Assistance	
DA Access Service, per call	\$0.2187
DA Call Completion, per attempt	\$0.0170
DA Transport	
Switched Common Transport, per call	\$0.000204
Switched Common Transport, per call mile	\$0.000003
Access Tandem, per call	\$0.000820
Intercept, per query	\$0.0201
DA Database Service	
Use Fee, per listing	\$0.0275
Monthly Recurring Charge	\$137.50
Direct Access to DA Service	
DADAS Database Query Charge, Per Query	TBD
DADAS Database Service Charge, Per Month	TBD
DADAS Service Establishment Charge	TBD
Dedicated Transport	
VG Analog IOC - both ends	
0-8 mile - fixed, per month	\$12.61
- per mile, per month	\$0.0027
9-25 mile - fixed, per month	\$13.01
- per mile, per month	\$0.0314
> 25 - fixed, per month	\$13.24
- per mile, per month	\$0.0463
NRC, per IOC	\$50.00
DSI Transport	
DS1 IOC, facility termination, per month	\$71.64
DS1 IOC, per mile, per month	\$8.38
DS1 IOC, NRC	\$50.25
Common Transport	
Per MOU	\$0.000324
Per mile, per MOU	\$0.00002
Signaling Links/ STPs	
56KBPS-A Link or D Link, per month	\$3.27
NRC	\$255.00
ISUP Message	\$0.0000035
TCAP Message	\$0.0000120
STP Port, per month	\$87.59
CCS7 Signaling Usage Surrogate, per 56Kbps facility, per month, when measurement capabilities not available.	\$197.50
800 Access Ten Digit Screening Service	
per 800 call, with 800 Number Delivery, per query	\$0.0027
per 800 call, with 800 Number Delivery, with complex features, per query	\$0.0029
per 800 call, with POTS No. Delivery, per query	\$0.0027
per 800 call, with POTS Number Delivery, with complex features, per query	\$0.0029
Reservation charge per 800 number reserved	
NRC - First	\$20.00
NRC - Additional	\$.50
Establishment charge per 800 number established with 800 number or POTS number delivery	
NRC - First	\$41.00
NRC - Additional	\$1.50
Change charge per request	

NRC - First	\$29.50
Additional	\$.50
Customized Area of Service, per 800 number	
NRC - First	\$3.00
NRC - Additional	\$1.50
Multiple interLATA Carrier Rt. per carrier requested, per 800 number	
NRC - First	\$3.50
NRC - Additional	\$2.00
Call Handling and Destination Features per 800 number	\$3.00
Line Information Database Access Service	
LIDB Common Transport, per query	\$0.00018
LIDB Validation, per query	\$0.0237
Nonrecurring point code establishment or change charge	\$91.00
Other SCPs/ Databases	
AIN, per query	TBD
Calling Name (NAM) Query Service, per query	\$.016
Call Transport and Termination (1)	
Termination	
Transport	
<p>(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the Parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.</p>	

TABLE 2

PHYSICAL COLLOCATION
(all prices are interim at this time)

SCHEDULE OF RATES AND CHARGES

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

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Overtime - additional half hour NRC-ICB	\$30.00
Premium - additional half hour NRC-ICB	\$35.00

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

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

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

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

VIRTUAL COLLOCATION

9/2/97

(all prices are interim at this time)

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

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

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

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

TABLE 4

INTERIM NUMBER PORTABILITY

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

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

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

TABLE 5

RECORDED USAGE DATA

(all prices are interim at this time)

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

MISSISSIPPI
PRICING

34. **General Principles**

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

35. **Local Service Resale**

The rates that ALEC 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%

36. **Unbundled Network Elements**

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

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

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

38. **Ancillary Functions**

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

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

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

39. **Local Number Portability**

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

40. **Recorded Usage Data**

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

41. **Electronic Interfaces**

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

42. **AIN**

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

43. **True-Up**

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

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

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

Note(s):	
1. Nonrecurring charge applies only when field work is required.	

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

TABLE 1

TANDEM SWITCHING, PER mou	\$ 0.003172
UNBUNDLED CCS7 SIGNALING TRANSPORT SERVICE	
CCS7 Signaling Links	
- A Link, per link	\$ 19.75
- D Link, per link	\$ 25.25
CCS7 Signal Transfer Points	
- ISUP, per message	\$ 0.00005
- TCAP, per message	\$ 0.00005
CCS7 Signaling Usage, per 56 Kbps Facility per Month	\$ 395.00
- Signaling usage surrogate, per 56 kbps facility. This charge is only applicable where signaling usage measurement and billing capability does not exist.	
SERVICE CONTROL POINTS	
Line Information Database Access Service (LIDB)	
Validation (FCC No. 1, Sec. 19)	
- LIDB Common Transport, per query	\$ 0.00004
- LIDB Validation, per query	\$ 0.00499
- Orig. Point Code Establishment or Change, per estab. or change	\$ 91.00
800 Access Ten Digit Screening Service	
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/800 No. Del. per query	\$ 0.00115
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	\$ 0.0012
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc w/POTS No. Del.per query	\$ 0.00115
- Per 800 Call Utilizing 800 Acc.Ten Digit Screening Svc. w/POTS Number Delivery, w/Optional Complex Features, per query	\$ 0.0012
- Reservation Charge per 800 Number reserved	
NRC First	\$ 5.00
NRC Add'l	\$ 0.50
- Establishment Charge per 800 number established w/800 No. Delivery	
NRC First	\$ 5.00
NRC Add'l	\$ 2.00
- Est. Charge per 800 number est. w/POTS Number Delivery	
NRC First	\$ 5.00
NRC Add'l	\$ 2.00
- Change Charge per request	
NRC First	\$ 5.00
NRC Add'l	\$ 0.50
- Customized Area of Service Per 800 Number	
NRC First	\$ 3.00
NRC Add'l	\$ 1.50
- Multiple InterLATA Carrier Routing per carrier requested, per 800 number	
NRC First	\$ 3.50
NRC Add'l	\$ 2.00
- Call Handling and Destination Features per 800 number	\$ 3.00
AIN per signaling message	\$ 0.0006
Calling Name (CNAM) Query Service - DataBase Owner	
- per query	\$ 0.016
CALL TRANSPORT AND TERMINATION (1)	
End Office Interconnection, per mou	\$ 0.0026
Tandem Interconnection, per mou	\$ 0.0083

<p>(1) The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.004 and composite tandem interconnection rate of \$0.012 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.</p>	
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OPERATOR CALL PROCESSING ACCESS SERVICE	
- Operator Provided Call Handling, per call	\$ 0.30
- Automated Call Handling, using BST LIDB, per attempt	\$ 0.0740
- Automated Call Handling, using foreign LIDB, per attempt	\$ 0.0950
DA Access Service Call, per call	\$ 0.26625
DA Call Completion Access Service, per attempt	\$ 0.0287
Number Services Intercept, per query	\$ 0.00915
Inward Operator Services Access Service	
- Busy Line Verification, per call	\$ 0.81
- Emergency Interrupt, per call	\$ 0.97
DIRECTORY ASSISTANCE (DA) ACCESS SERVICE	
DA Database Service	
- Use Fee, per listing	\$ 0.0192
- Monthly recurring charge	\$ 120.64
DA Transport	
- Sw. Local Channel - DS1 Level	\$ 70.00
NRC First	\$ 300.00
NRC Add1	\$ 250.00
- Sw. Dedicated Transport - DS1 level, Per Mile Per Month	\$ 1.60
- Facilities Termination, per month	\$ 59.75
NRC	\$ 100.49
- Switched Common Transport, per DA Acc. Svc. Call	\$ 0.001918
- Switched Common Transport, per DA Svc. Call Mile	\$ 0.00003
- Access Tandem Switching, per DA Acc. Svc. Call	\$ 0.00245
- Installation, trunk side svc., per trunk or signaling connection	
First	\$ -
Add1	\$ -
UNBUNDLED EXCHANGE ACCESS IOC (Voice)	
0-8 Miles, Fixed Per Month	\$ 16.89
Per Mile Per Month	\$ 0.007
9-25 Miles, Fixed Per Month	\$ 16.89
Per Mile Per Month	\$ 0.007
Over 25 Miles, Fixed Per Month	\$ 18.26
Per Mile Per Month	\$ 0.0775
Nonrecurring Charge	\$ 10.00
DEDICATED TRANSPORT (DS1 & DS3 Levels)	
- DS1, Facility Termination, per month	\$ 59.75
NRC	\$ 100.49
- DS1, per mile, per month	\$ 1.60
- DS3, Facility Termination, per month	\$ 600.00
NRC	\$ 67.19
- DS3, per mile, per month	\$ 40.00
- Digital Cross Connects (3/3, 3/1, 1/0)	To be neg. by the Parties(1)
COMMON TRANSPORT	
Per Mile	\$ 0.000012
Facilities Termination, per mou	\$ 0.00036
Note(s):	
(1) Neither Party is requesting the Arbitration Panel set rates at this time.	

PHYSICAL COLLOCATION

(all prices are interim at this time)

SCHEDULE OF RATES AND CHARGES

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

Basic - additional half hour NRC-ICB	\$25.00
Overtime - additional half hour NRC-ICB	\$30.00
Premium - additional half hour NRC-ICB	\$35.00

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

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

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

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

VIRTUAL COLLOCATION
(all prices are interim at this time)

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

RIGHTS OF WAY

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

Table 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

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

INTERIM NUMBER PORTABILITY

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

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

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

NORTH CAROLINA

PRICING

1. **General Principles**

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

2. **Local Service Resale**

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

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

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

5. **Ancillary Functions**

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

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

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

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

42. **True-up**

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

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

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

3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and ALEC 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. ALEC shall retain its ability under Section 252(l) to obtain any interconnection, service, or network element provided under an agreement approved under Section 252 to which BellSouth is a party, upon the same terms and conditions as those provided in the agreement.

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

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

Directory Assistance	
DA Access Service, per call	\$0.271744
DA Transport	Rates as set forth in BellSouth's FCC 1, Sec. 9
DA Database	
per listing	\$0.00072
monthly	\$97.39
Direct access to DA service	
NRC, Service establishment	\$1,000.00
Per Month	\$5,000.00
Per query	\$0.023
DA Call Completion, per attempt	\$0.036
Intercept, per query	\$0.077
Dedicated Transport	
DSO IOC, facility termination, per month	\$38.37
DSO IOC, per mile, per month	\$3.95
DSO IOC, NRC	\$24.01
DS1 IOC, facility termination, per month	\$90.00
DS1 IOC, per mile, per month	\$23.00
DS1 IOC, NRC	\$100.49
DS3 IOC, facility termination, per month	\$1,200.00
DS3 IOC, per mile, per month	\$175.00
DS3 IOC, NRC	\$67.19
Shared/Common Transport	
Facility termination, per MOU	\$0.00036
Per mile, per MOU	\$0.00004
Signaling Links/ STPs	
Signaling connection link, per month	\$155.00
non-recurring	\$510.00
Signaling termination (port), per month	\$355.00
800 Access Ten Digit Screening Service	
per 800 call, with 800 Number Delivery, per query	\$0.00365
per 800 call, with 800 Number Delivery, with complex features, per query	\$0.00431
per 800 call, with POTS Number Delivery, per query	\$0.00383
per 800 call, with POTS Number Delivery, with complex features, per query	\$0.00431
Reservation Charge per 800 Number reserved	\$27.00 - First/\$0.50 - Add'l
Establishment Charge per 800 number established w/800 Number Delivery	\$61.00 - First/\$1.50 - Add'l
Est. Charge per 800 number est. w/POTS Number Delivery	\$61.00 - First/\$1.50 - Add'l
Customized Area of Service Per 800 Number	\$3.00 - First/\$1.50 - Add'l
Multiple interLATA Carrier Routing per carrier requested, per 800 number	\$3.50 - First/\$2.00 - Add'l
Change Charge per request	\$41.00 - First/\$0.50 - Add'l
Call Handling and Destination features per 800 no.	\$3.00
Line Information Database Access Service	
Common Transport, per query	\$0.0003
Validation, per query	\$0.03800
Nonrecurring, establishment or change	\$91.00
Other SCPs/ Databases	
AIN with Mediation, per query	To Be Negotiated

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

TABLE 2

PHYSICAL COLLOCATION
 (all prices are interim at this time)

SCHEDULE OF RATES AND CHARGES

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

NRC-ICB
Premium - additional half hour \$35.00
NRC-ICB

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

Central Office Name:
Central Office CLLI Code:
City:
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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:

VIRTUAL COLLOCATION

9/2/97

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

TABLE 3

RIGHTS OF WAY, POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

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

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

TABLE 4

LOCAL NUMBER PORTABILITY

(all prices are interim at this time)

Remote Call Forwarding

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

LERG Reassignment/Route Index - Portability Hub

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

TABLE 5

RECORDED USAGE DATA

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

SOUTH CAROLINA

PART IV: PRICING

1. General Principles

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

2. Local Service Resale

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

4. Compensation For Call and Transport Termination

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

5. Ancillary Functions

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

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

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

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

42. **True-up**

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

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

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

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

VG Per Minute of use	\$.00221
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Operator Systems	
Operator Call Handling, per MOU	\$1.17
Call Completion Access Termination Charge, per call attempt	\$.08
Automated Call Handling	
BST LIDB	\$.15
Foreign LIDB	\$.15
Directory Assistance, per call	\$.25
DA Call Completion, per attempt	\$.25
Call Completion Access Termination Charge, per completed call	\$.08
Intercept, per query	\$.30
Busy Line Verification, per call	\$.90
Emergency Interrupt, per call	\$.97
Directory Assistance	
DA Database Service	
per listing	\$.035
monthly	\$150.00
Direct Access to DA Service	TBD
DA transport	
switched local channel, DS1 level	\$133.81
NRC, first	\$866.97
NRC, Add'l	\$486.83
Switched dedicated DS1 level	
per mile per month	\$23.50
facility termination, per month	\$90.00
NRC	\$100.49
DA common transport	
per DA call	\$.0003
per DA call mile	\$.00004
Tandem switching	
per DA call	\$.00055
DA Interconnection, per DA Access Service Call	.000269
NRC, per trunk or signaling connection	
First	\$915.00
Additional	\$100.00
Unbundled Exchange Access IOC	
Voice Grade Analog IOC	
0-8 mi, per month, fixed	\$16.89
per mile per month	\$.007
9-25 mi, per month, fixed	\$16.89
per mile per month	\$.007
> 25 mi, per month, fixed	\$18.26
per mile per month	\$.0775
NRC	\$10.00
Dedicated Transport	
DS1, facility termination	\$59.75
DS1, per mile	\$1.60

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

Call Transport and Termination	
End Office Switching, per MOU	\$.00221
Tandem Switching, per MOU	\$.003172
Common Transport, per MOU	\$.00036
Common Transport, per mile per MOU	\$.000012
<p>Note: The Parties agree to bill a mutually agreed upon composite End Office interconnection rate of \$0.003 and composite tandem interconnection rate of \$0.006 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.</p>	
Dark Fiber	
Per each four-fiber dry fiber arrangement	
NRC - First	\$1,000.00
NRC - Additional	\$1,000.00
Per each fiber strand per mile or fraction thereof, per mo	\$241.00
Selective Routing	
Per line or PBX trunk, one-time charge	\$5.00

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

SCHEDULE OF RATES AND CHARGES

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

10/15/97

NRC-ICB

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

Central Office Name:
Central Office CLLI Code:
City:
State:
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Central Office Name:
Central Office CLLI Code:
City:
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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:

RATES FOR VIRTUAL COLLOCATION

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

TABLE 3

RIGHTS OF WAY

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

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

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

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

TABLE 5

INTERIM NUMBER PORTABILITY

Remote Call Forwarding (RCF)

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

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

TABLE 6

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

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

TENNESSEE

PRICING

1. General Principles

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

2. Local Service Resale

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

4. Compensation For Call and Transport Termination

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

5. Ancillary Functions

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

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

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

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

9. **Interim Pricing**

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

TABLE 1

BELLSOUTH/ALEC INTERIM RATES-TENNESSEE

UNBUNDLED NETWORK ELEMENTS

(all prices are subject to true-up)

Network Interface Device, Per Month	\$0.56
Loops, including NID, Per Month	
2 wire	\$18.00
NRC	Appropriate charge from BST GSST A4.3.1
4 wire	\$18.00
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN	\$18.00
NRC	Appropriate charge from BST GSST A4.3.1
DS1	TBD following BellSouth cost submission
NRC	TBD following BellSouth cost submission
Loop Channelization System (C.O.)	
Per System, per month	\$493.00
Per System, NRC	\$525.00
C.O. Channel Interface, per circuit, per month	\$1.46
NRC	\$8.00
Local Switching, Per Month	
2 wire	\$1.90
NRC	Appropriate charge from BST GSST A4.3.1
4 wire (Coin)	\$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire ISDN	\$1.90
NRC	Appropriate charge from BST GSST A4.3.1
2 wire DID	\$12.68
NRC	Appropriate charge from BST GSST A4.3.1
DS1 DID	\$120.00
NRC	To be negotiated
4 wire ISDN	\$308.00
NRC	To be negotiated
Local Switching	
Per minute of use	\$0.0019
Line Class codes for Selective Routing	Price shall be as determined by the TN Regulatory Authority.
End Office Switching	
Local termination	\$0.0019 per minute
Tandem Switching	\$0.000676 per minute
Operator Systems	

Operator Call Handling- Station & Person, per call	\$0.30
Automated Call Handling, per call	\$0.15
Directory Assistance	\$0.25
DA Call Completion	\$0.12
Intercept	\$0.15
Busy Line Verification	\$0.90
Emergency Interrupt	\$1.95
Dedicated Transport	
DS1 Local Channel	\$133.81
NRC First	\$868.97
NRC Add'l	\$486.83
DS1 Interoffice Channel, facility termination	\$90.00
, per mile	\$23.00
, NRC, First/Add'l	\$100.49
DS0 Interoffice Channel, facility termination	\$38.37
, per mile	\$1.90
, NRC	If any, to be determined
Voice Grade Transport, per month	\$27.00
, per month per mile (1-8)	\$1.90
, per month per mile (9-25)	\$1.90
, per month per mile (> 25))	\$1.90
, NRC	\$96.00
Common Transport	
facility termination, per minute	\$0.00036
per minute, per mile	\$0.00004
Signaling Links	
A link	\$155.00 per link per month
non-recurring	\$510.00 per link
D link	Not available pending development of mediation device
non-recurring	\$510.00 per link
Signal Transfer Points	
ISUP	\$0.000023 per message
TCAP	\$0.00005 per message
port	\$355.00 per port
usage surrogate	\$395.00
Service Control Points	
LIDB transport, per query	\$0.0003
LIDB validation, per query	\$.038
NRC, each	\$91.00
800/888	\$0.004 per query
NRC Reservation charge, per 800 number reserved	\$30.00 first, \$0.50 add'l
NRC Establishment charge, per 800 number established with 800 Number Delivery	\$67.50 first, \$1.50 add'l

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

PHYSICAL COLLOCATION
 (all prices are interim at this time)

SCHEDULE OF RATES AND CHARGES

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

Overtime - additional half hour NRC-ICB	\$30.00
Premium - additional half hour NRC-ICB	\$35.00

Notes

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

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.

- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. ALEC-1 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 ALEC-1 for the space enclosure, and this fee shall not be applicable.

- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's FCC Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

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

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

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

VIRTUAL COLLOCATION
(all prices are interim at this time)

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

TABLE 3

RIGHTS OF WAY

(all prices are interim at this time)

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

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

(all prices are interim at this time)

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

TABLE 5

LOCAL NUMBER PORTABILITY
(all prices are interim at this time)

Remote Call Forwarding:

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

LERG Reassignment	Price shall be as determined by the Tennessee Regulatory Authority
--------------------------	---

Route Index - Portability Hub	Price shall be as determined by the Tennessee Regulatory Authority
--------------------------------------	---

Directory Number - Route Index	Price shall be as determined by the Tennessee Regulatory Authority
---------------------------------------	---

TABLE 6

RECORDED USAGE DATA

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

part as follows:

Three principal goals established by the telephony provisions of the 1996 Act are: (1) opening the local exchange and exchange access markets to competitive entry; (2) promoting increased competition in telecommunications markets that are already open to competition, including the long distance services market; and (3) reforming our system of universal service so that universal service is preserved and advanced as the local exchange and exchange access markets move from monopoly to competition. The Act directs us and our state colleagues to remove not only statutory and regulatory impediments to competition, but economic and operational impediments as well. We are directed to remove these impediments to competition in all telecommunications markets, while also preserving and advancing universal service in a manner fully consistent with competition.

See FCC 96-325, at page 1, ¶ 3.

5. Supra views the local loop as the key to all forms of telecommunications service. It is our desire to bring the benefits of competition, as envisioned in the Telecommunications Act of 1996, to American telephone subscribers who have suffered and endured the pains of dealing with a monopolistic service provider for over 100 years. Competition in the local loop is the key to any form of competition in the telecommunications industry. All of the service providers, including long distance, wireless, ISPs, CAPs, advanced services, depend upon local service for their existence.

6. On or about September 1997, I contacted BellSouth in order to enter into a mutually acceptable local interconnection agreement with BellSouth pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 and for all of the states in which BellSouth is the Incumbent Local Exchange Carrier ("ILEC"). Copy of the letter is attached as Exhibit 1.

7. On or about October 20, 1997, I executed two copies of an interconnection

agreement that had been proposed by BellSouth and returned the same to BellSouth. The interconnection agreement did not reference Supra, but rather only "ALEC-1" as the party entering into the agreement with BellSouth.

8. On or about October 21, 1997, Patrick Finlen, the Interconnection Services Manager of BellSouth, advised me that the agreement I executed was intended as a starting point for negotiations, but that if Supra was ready to execute a final version of the agreement, that BellSouth would revise the agreement to replace the words "ALEC" and "ALEC-1" with the words "Supra Telecommunication & Information Systems, Inc." or just plain "Supra". Mr. Finlen also advised me that the parties had already entered into a resale agreement and a collocation agreement, and therefore these items did not have to be included in the revised interconnection agreement. Mr. Finlen stated that no other changes would be made to the agreement which I had recently signed and confirmed our discussions via e-mail. A copy of Mr. Finlen's e-mail is attached as Exhibit 2.

9. On or about October 27, 1997, I executed two copies of the revised interconnection agreement (hereafter referred to as the "Interconnection Agreement") sent to me by Pat Finlen and returned both copies to BellSouth for execution. Thereafter, on or about October 31, 1997 Jerry Hendrix, as Director of Interconnection Services for BellSouth, executed the Interconnection Agreement.

10. I reviewed the Interconnection Agreement before executing the signature page to insure that the paper copy of the agreement was the same as the e-mailed version previously sent to me by Pat Finlen.

11. After executing the Interconnection Agreement, Supra requested

Unbundled Network Elements ("UNEs") from BellSouth on a number of occasions. However, BellSouth has consistently refused to provide Supra with UNEs.

12. On or about June 12, 1998, the Florida Public Service Commission ("FPSC") entered Order No. PSC-98-0810-FOF-TP. On or about June 22, 1998, I wrote a letter to BellSouth's Mr. Marcus Cathey requesting to purchase UNEs as a result of that FPSC Order. A copy of that letter is attached hereto and marked as Exhibit 3.

13. On or about July 2, 1998, Mr. Cathey replied to my June 22nd letter stating that BellSouth has no contractual or statutory obligation to combine UNEs on behalf of Supra. A copy of that letter is attached hereto and marked as Exhibit 4.

14. Since the receipt of Mr. Cathey's July 2, 1998 letter, my colleagues and I have reviewed our files and determined that the Interconnection Agreement which I had signed did in fact, include a provision requiring BellSouth to provide recombined UNEs. Thereafter, Supra attempted to advise BellSouth on several occasions that BellSouth had a contractual obligation to recombine UNEs on behalf of Supra. Moreover, Supra then began to suspect that the interconnection agreement filed by BellSouth was not, in fact, the Interconnection Agreement executed between the parties.

15. On or about August 17, 1998, Supra's immediate past General Counsel, Ms. Suzanne Summerlin, wrote a letter to BellSouth's Mary Jo Peed on this issue. A copy of that letter is attached as Exhibit 5. On or about August 21, 1998, Ms. Peed replied to Ms. Summerlin's letter offering to reinstate the deleted provisions back into the contract on the condition that the reinstatement would be treated as an amendment to the filed agreement. A copy of the letter is attached as Exhibit 6. Even after the amendment,

the letter stated further that Supra would still be denied access to UNEs.

16. Paragraph 12 of the FCC's First Report and Order states in pertinent part as follows:

The Act contemplates three paths of entry into the local market -- the construction of new networks, the use of unbundled elements of the incumbent's network, and resale. The 1996 Act requires us to implement rules that eliminate statutory and regulatory barriers and remove economic impediments to each. We anticipate that some new entrants will follow multiple paths of entry as market conditions and access to capital permit. Some may enter by relying at first entirely on resale of the incumbent's services and then gradually deploying their own facilities. This strategy was employed successfully by MCI and Sprint in the interexchange market during the 1970's and 1980's. Others may use a combination of entry strategies simultaneously -- whether in the same geographic market or in different ones. Some competitors may use unbundled network elements in combination with their own facilities to serve densely populated sections of an incumbent LEC's service territory, while using resold services to reach customers in less densely populated areas. Still other new entrants may pursue a single entry strategy that does not vary by geographic region or over time. Section 251 neither explicitly nor implicitly expresses a preference for one particular entry strategy. Moreover, given the likelihood that entrants will combine or alter entry strategies over time, an attempt to indicate such a preference in our section 251 rules may have unintended and undesirable results. Rather, our obligation in this proceeding is to establish rules that will ensure that all pro-competitive entry strategies may be explored. As to success or failure, we look to the market, not to regulation, for the answer.

FCC 96-325, at page 5, ¶ 12.

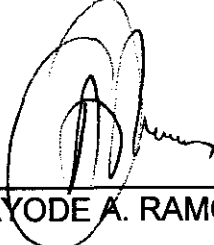
17. The purchase of UNEs from BellSouth in combination with Supra's facilities is a very important part of Supra's plans of providing telecommunications services to subscribers.

18. By denying Supra UNEs, BellSouth has done incalculable damage to Supra, its employees, the morale of the company, Supra's business plan, competition and

the telephone subscribers who have been denied the benefits of dealing with a competing provider like Supra.

19. Pursuant to Florida Statute § 92.525, I, OLUKAYODE A. RAMOS, under the pains and penalties of perjury, hereby declares that I have read the foregoing declaration and that the facts stated herein are true and correct.

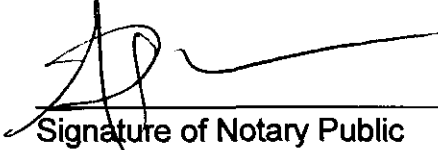
Executed this 7th day of December, 1998.



OLUKAYODE A. RAMOS

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing affidavit was acknowledged before me this 7th day of December, 1998 by Olukayode A. Ramos, who is personally known to me and who did take an oath.



Signature of Notary Public

My Commission Expires:





Supra Telecom & Information Systems, Inc.

Fax: (305) 443-1078
P.O. Box 1441221
Coral Gables, FL 33134-4122
WWW & Email:
www.supratelecoms.com
sales@supratelecoms.com

07/02

Mr. Scott Schaefer
Vice President-Marketing Interconnection Services
BellSouth Telecommunications, Inc.
Suite 34S91
675 W. Peachtree Street, N.E
Atlanta, Georgia 30375
Fax: 1(404) 529-7839

Dear Mr. Schaefer:

Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996,

Supra Telecommunications & Information Systems, Inc. hereby request to begin the negotiations process to reach a mutually acceptable . Local Interconnection . Agreement with BellSouth Telecommunications Inc. in all the BellSouth States .

Please contact O. Ramos at your earliest convenience at 305 -443-3710 Ext.220

Establish the appropriate company contacts and procedural schedule necessary to Implement this process.

Sincerely,

O. A. Ramos

CEO

cc: Jerry Hendrix
Jennette Fields

X'e

From: Patrick C. Finlen <Patrick.Finlen@bridge.bst.bls.com>
To: Kay Ramos <kayramos@supratelecoms.com>
Subject: Interconnection Agreement
Date: Thursday, October 23, 1997 12:56 PM

Attached is the original message.

Pat F.

----- Forwarded Message -----

Date: Tue, 21 Oct 1997 18:21:19 -0600
From: Patrick C. Finlen <Patrick.Finlen@bridge.bst.bls.com>
Subject: Interconnection Agreement
To: Kay Ramos <kayramos@supra.com>

Mr. Ramos,

It was a pleasure talking with you this afternoon. As you requested attached is an electronic copy of a revised BellSouth Standard Interconnection Agreement. The revisions contained in the attached are:

- Attachment 1 (Resale) - Agreed to under separate agreement
- Attachment 4 (Collocation) - Agreed to under separate agreement
- ALEC-1 replaced with Supra Telecommunications and Information Systems, Inc.

The agreement is made up of numerous "WORD" files. These files have been compressed into one file in order to speed delivery to you via the Internet. The filename for the compressed file is AGREEMNT.ZIP. I've also enclosed a copy to PKUNZIP.EXE so you can un-compress the file. Once you've downloaded the files to your computer simply go to your DOS prompt and type C:[Drive Letter and location of where you downloaded the files]pkunzip *.zip. This will un-compress the file. You will have 24 files. One will be the compressed file, another will be the PKUNZIP.EXE file, and 22 "WORD" files which will be the agreement. The signature page is in the file called TERMCOND.DOC.

Once you have reviewed the documents please contact me so we can coordinate our signing's and prepare a package for filing with the Commissions.

Please call me should you have any problems uncompressing the files or have any further questions regarding the agreement. I can be reached at (404) 927-8389.

I look forward to speaking with you soon.

Sincerely,

Pat Finlen -
Manager - Interconnection Services

----- Attachment -----

The following BINARY FILE document is uuencoded.
You may use the UNIX uudecode utility to translate
it to its native format.



STIS

Supra Telecom & Information Systems, Inc.

Phone: (305) 443-3710
Fax: (305) 443-1078
2620 S.W. 27th Avenue
Miami, FL 33133
Email: sales@stis.com
www.stis.com

Date: June 22, 1998

Mr. Marcus B. Cathey
Sales Asst. Vice President
CLEC Interconnection sales
BellSouth Interconnection Services
9th Floor, 600 North 19th St.
Birmingham, AL 35203

Dear Marc,

UNBUNDLED NETWORK ELEMENTS

Further to our meeting dated June 8, 1998 on the above subject matter, Supra has compiled the following lists of Unbundled Network Elements that we wish to recombine into service offerings.

At this juncture, we will make several references to FCC Order 96-325 that is the Code of Federal Regulations 47 parts 40 to 69. It is very important to take cognizance of the latest FPSC Order No. PSC - 98 - 0810 - FOF - TP on UNES because without this order, BellSouth will still not agree to combine UNES and insist on collocation before ordering UNES. We requested for UNES in October 1997 and were turned down by BellSouth citing the Eight-Circuit ruling.

The FPSC Order No. PSC - 98 - 0810 - FOF - TP states that:

We find that BellSouth's requirement that an ALEC must be collocated in order to receive access to UNES is in conflict with the Eighth Circuit. As we have already noted, the court stated held that a requesting carrier may achieve the capability to provide telecommunications services completely through access to the unbundled elements of an incumbent LEC's network and has no obligation to own or control some portion of a telecommunications network before being able to purchase unbundled elements. Iowa Utilities Bd. I, 120 F.3d at 814. BellSouth's collocation proposal would impose on an ALEC seeking unbundled access the very obligation the court held to be inappropriate under the Act, *i.e.*, to own or control some portion of the network.

Nowhere in the Act or the FCC's rules and interconnection orders or the Eighth Circuit's opinions is there support for BellSouth's position that each network element ordered in sequence (in combination or for combining) by an ALEC must be physically disconnected from an ILEC's network, be connected to an ALEC's collocation facility, and then be re-connected to the ILEC's network. We believe that under the Eighth Circuit's opinion, collocation is only a choice for the ALEC, not a mandate, a choice typically to be selected when an ALEC wishes to interconnect its own facilities with those of the ILEC. Section 251 (c)(3) of the Act states that an incumbent local exchange carrier has:

The duty to provide, to any requesting telecommunications carrier for the provision of a telecommunications service, non-discriminatory access to unbundled network elements on an unbundled basis at any technically feasible point ... An incumbent local exchange carrier shall provide such unbundled network elements in a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service.

Based on the evidence in the record, we conclude that migration of an existing BellSouth end user means that the same network elements serving that end user must be provided "as is" without physical disconnection. However, this does not prohibit AT&T or MCI^m from substituting one or more of its own UNEs in conjunction with the UNEs that currently serve the end user. We believe that if the AT&T and MCI^m interconnection agreements did not prohibit BellSouth from disconnecting already combined network elements, migration of network elements would not occur because of the court's ruling that ILECs are not required to provide bundled access. Therefore, when AT&T or MCI^m places an order for network elements, and those elements are currently combined, BellSouth is obligated to migrate those elements on an "as is" basis.

BellSouth currently charges \$1.49 to perform a PIC (Presubscribed Interexchange Carrier) change. A PIC change is the process by which telecommunications end users switch long distance providers.

Commission Approved Nonrecurring Charges for the Migration of an Existing BellSouth Customer Without Loop and Port Separation

We have found that BellSouth's NRC study does not address migration. MCI^m's NRC study is based on today's technology. AT&T's NRC study is based on totally forward-looking, best-available technology. Based on the evidence in the record, we

find it appropriate to base our approval of NRCs for the loop and port combinations in issue on today's technology.

Commission-Approved
Non-recurring Charges
for
Loop and Port Combinations

Network Element Combination	First Installation	Additional Installations
2-wire analog loop and port	\$1.4596	\$0.9335
2-wire ISDN loop and port	\$3.0167	\$2.4906
4-wire analog loop and port	\$1.4596	\$0.9335
4-wire DS1 loop and port	\$1.9995	\$1.2210

Comments: We hope you understand the implications of the above in all its ramifications. We request that you abide by the rules moving forward and those rules are very clearly stated in the TA and the Order 96-325.

Code of Federal Regulations 47 parts 40 to 69 reads as follows:

§ 51.301: 8 (i): refusal by an incumbent LEC to furnish information about its network that a requesting telecommunications carrier reasonably requires to identify the network elements that it needs in order to serve a particular customer;

Comments: Supra needs all the necessary information about BellSouth's network to facilitate the ordering of singular and combined UNES effectively. This is absolutely crucial to the success of this process.

§ 51.307: (a) to (d)

Comments: Supra will not accept any excuse for refusing us UNES at any point or at any place.

§ 51.309: (a): An incumbent LEC shall not impose limitations, restrictions, or requirements on requests for, or the use of, unbundled network elements that would impair the ability of a requesting telecommunications carrier to offer a telecommunications service in the manner the requesting telecommunications carrier intends.

Comments: Please read in conjunction with § 51.301, § 51.307 and § 51.503 (c). Ensure that the 4 wire and 2 wire loops possess DS1 and ISDN service capabilities as we intend to use 2 and 4 wire loops for the provision of ISDN and Digital type services.

§ 51.309: (b): A telecommunications carrier purchasing access to an unbundled network facility is entitled to exclusive use of that facility for a period of time, or when purchasing access to a feature, function, or capability of a facility, a telecommunications carrier is entitled to use of that feature, function, or capability for a period of time. A telecommunications carrier's purchase of access to an unbundled network element does not relieve the incumbent LEC of the duty to maintain, repair, or replace the unbundled network element.

Comments: Please note above statement especially repair of the loop. We will need adequate repair interface. The problem with TAFI is still unresolved despite several promises.

§ 51.311: (b): Except as provided in paragraph (c) of this section, to the extent technically feasible, the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that an incumbent LEC provides to a requesting telecommunications carrier shall be at least equal in quality to that which the incumbent LEC provides to itself. If an incumbent LEC fails to meet this requirement, the incumbent LEC must prove to the state commission that it is not technically feasible to provide the requested unbundled network element, or to provide access to the requested unbundled network element, at a level of quality that is equal to that which the incumbent LEC provides to itself.

(c): To the extent technically feasible, the quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that an incumbent LEC provides to a requesting telecommunications carrier shall, upon request, be superior in quality to that which the incumbent LEC provides to itself. If an incumbent LEC fails to meet this requirement, the incumbent LEC must prove to the state commission that it is not technically feasible to provide the requested unbundled network element or access to such unbundled network element at the requested level of quality that is superior to that which the incumbent LEC provides to itself. Nothing in this section

prohibits an incumbent LEC from providing interconnection that is lesser in quality at the sole request of the requesting telecommunications carrier.

Comments: I am sure the above provisions are very clear. If you need further assistance on interpretation, please call Messrs. Bob Harris and Victor Miriki at 305 476 4270 and 305 476 4250 respectively.

§ 51.313: (b): Where applicable, the terms and conditions pursuant to which an incumbent LEC offers to provide access to unbundled network elements, including but not limited to, the time within which the incumbent LEC provisions such access to unbundled network elements, shall, at a minimum, be no less favorable to the requesting carrier than the terms and conditions under which the incumbent LEC provides such elements to itself.

§ 51.313: (c): An incumbent LEC must provide a carrier purchasing access to unbundled network elements with the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions of the incumbent LEC's operations support systems.

Comments: We will need the necessary OSS BellSouth has in house.

§ 51.315: (a): An incumbent LEC shall provide unbundled network elements in a manner that allows requesting telecommunications carriers to combine such network elements in order to provide a telecommunications service.

(b) Except upon request, an incumbent LEC shall not separate requested network elements that the incumbent LEC currently combines.

(c) Upon request, an incumbent LEC shall perform the functions necessary to combine unbundled network elements in any manner, even if those elements are not ordinarily combined in the incumbent LEC's network, provided that such combination is:

(1) technically feasible; and
 (2) would not impair the ability of other carriers to obtain access to unbundled network elements or to interconnect with the incumbent LEC's network.

(d) Upon request, an incumbent LEC shall perform the functions necessary to combine unbundled network elements with elements possessed by the requesting telecommunications carrier in any technically feasible manner.

Comments: Please refer to the FPSC Order No. PSC - 98 - 0810 - FOF - TP.

§ 51.319: An incumbent LEC shall provide nondiscriminatory access in accordance with § 51.311 of this part and section 251(c)(3) of the Act to the following network elements on an unbundled basis to any requesting telecommunications carrier for the provision of a telecommunications service:

(a) Local Loop. The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and an end user customer premises;

(b) Network Interface Device.

(1) The network interface device network element is defined as a cross-connect device used to connect loop facilities to inside wiring.

(2) An incumbent LEC shall permit a requesting telecommunications carrier to connect its own local loops to the inside wiring of premises through the incumbent LEC's network interface device. The requesting telecommunications carrier shall establish this connection through an adjoining network interface device deployed by such telecommunications carrier;

(c) Switching Capability.

(1) Local Switching Capability.

(i) The local switching capability network element is defined as:

(A) line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card;

(B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and

(C) all features, functions, and capabilities of the switch, which include, but are not limited to:

(1) the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to

trunks, as well as the same basic capabilities made available to the incumbent LEC's customers, such as a telephone number, white page listing, and dial tone; and

(2) all other features that the switch is capable of providing, including but not limited to custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

(ii) An incumbent LEC shall transfer a customer's local service to a competing carrier within a time period no greater than the interval within which the incumbent LEC currently transfers end users between interexchange carriers, if such transfer requires only a change in the incumbent LEC's software;

(2) Tandem Switching Capability. The tandem switching capability network element is defined as:

(i) trunk-connect facilities, including but not limited to the connection between trunk termination at a cross-connect panel and a switch trunk card;

(ii) the basic switching function of connecting trunks to trunks; and

(iii) the functions that are centralized in tandem switches (as distinguished from separate end-office switches), including but not limited to call recording, the routing of calls to operator services, and signaling conversion features;

(d) *Interoffice Transmission Facilities.*

(1) Interoffice transmission facilities are defined as incumbent LEC transmission facilities dedicated to a particular customer or carrier, or shared by more than one customer or carrier, that provide telecommunications between wire centers owned by incumbent LECs or requesting telecommunications carriers, or between switches owned by incumbent LECs or requesting telecommunications carriers.

(2) The incumbent LEC shall:

(i) provide a requesting telecommunications carrier exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or use of the features, functions, and

capabilities of interoffice transmission facilities shared by more than one customer or carrier;

(ii) provide all technically feasible transmission facilities, features, functions, and capabilities that the requesting telecommunications carrier could use to provide telecommunications services;

(iii) permit, to the extent technically feasible, a requesting telecommunications carrier to connect such interoffice facilities to equipment designated by the requesting telecommunications carrier, including, but not limited to, the requesting telecommunications carrier's collocated facilities; and

(iv) permit, to the extent technically feasible, a requesting telecommunications carrier to obtain the functionality provided by the incumbent LEC's digital cross-connect systems in the same manner that the incumbent LEC provides such functionality to interexchange carriers;

(e) *Signaling Networks and Call-Related Databases.*

(1) Signaling Networks.

(i) Signaling networks include, but are not limited to, signaling links and signaling transfer points.

(ii) When a requesting telecommunications carrier purchases unbundled switching capability from an incumbent LEC, the incumbent LEC shall provide access to its signaling network from that switch in the same manner in which it obtains such access itself.

(iii) An incumbent LEC shall provide a requesting telecommunications carrier with its own switching facilities access to the incumbent LEC's signaling network for each of the requesting telecommunications carrier's switches. This connection shall be made in the same manner as an incumbent LEC connects one of its own switches to a signal transfer point.

(iv) Under this paragraph, an incumbent LEC is not required to unbundle those signaling links that connect service control points to switching transfer points or to permit a requesting telecommunications carrier to link its own signal transfer points directly to the incumbent LEC's switch or call-related databases;

(2) Call-Related Databases.

(i) Call-related databases are defined as databases, other than operations support systems, that are used in signaling networks for billing and collection or the transmission, routing, or other provision of a telecommunications service.

(ii) For purposes of switch query and database response through a signaling network, an incumbent LEC shall provide access to its call-related databases, including, but not limited to, the Line Information Database, Toll Free Calling database, downstream number portability databases, and Advanced Intelligent Network databases, by means of physical access at the signaling transfer point linked to the unbundled database.

(iii) An incumbent LEC shall allow a requesting telecommunications carrier that has purchased an incumbent LEC's local switching capability to use the incumbent LEC's service control point element in the same manner, and via the same signaling links, as the incumbent LEC itself.

(iv) An incumbent LEC shall allow a requesting telecommunications carrier that has deployed its own switch, and has linked that switch to an incumbent LEC's signaling system, to gain access to the incumbent LEC's service control point in a manner that allows the requesting carrier to provide any call-related, database-supported services to customers served by the requesting telecommunications carrier's switch.

(v) A state commission shall consider whether mechanisms mediating access to an incumbent LEC's Advanced Intelligent Network service control points are necessary, and if so, whether they will adequately safeguard against intentional or unintentional misuse of the incumbent LEC's Advanced Intelligent Network facilities.

(vi) An incumbent LEC shall provide a requesting telecommunications carrier with access to call-related databases in a manner that complies with section 222 of the Act;

(3) Service Management Systems.

(A) A service management system is defined as a computer database or system not part of the public switched network that, among other things:

(1) interconnects to the service control point and sends to that service control point the information and call processing instructions needed for a network switch to process and complete a telephone call; and

(2) provides telecommunications carriers with the capability of entering and storing data regarding the processing and completing of a telephone call.

(B) An incumbent LEC shall provide a requesting telecommunications carrier with the information necessary to enter correctly, or format for entry, the information relevant for input into the particular incumbent LEC service management system.

(C) An incumbent LEC shall provide a requesting telecommunications carrier the same access to design, create, test, and deploy Advanced Intelligent Network-based services at the service management system, through a service creation environment, that the incumbent LEC provides to itself.

(D) A state commission shall consider whether mechanisms mediating access to Advanced Intelligent Network service management systems and service creation environments are necessary, and if so, whether they will adequately safeguard against intentional or unintentional misuse of the incumbent LEC's Advanced Intelligent Network facilities.

(E) An incumbent LEC shall provide a requesting telecommunications carrier access to service management systems in a manner that complies with section 222 of the Act;

(f) Operations Support Systems Functions.

(1) Operations support systems functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by an incumbent LEC's databases and information.

(2) An incumbent LEC that does not currently comply with this requirement shall do so as expeditiously as possible, but, in any event, no later than January 1, 1997; and

(g) *Operator Services and Directory Assistance*. An incumbent LEC shall provide access to operator service and directory assistance facilities where technically feasible.

Comments: This section provides authority to Supra to order all forms of UNES and for BellSouth to provision them.

§ 51.503: (c): The rates that an incumbent LEC assesses for elements shall not vary on the basis of the class of customers served by the requesting carrier, or on the type of services that the requesting carrier purchasing such elements uses them to provide.

Comments: Supra will insist that BellSouth comply with this provision in its entirety.

In generating these service combinations, I detected anomalies between the sub-element descriptions in the BellSouth – Supra interconnection contract, and the UNE presentation given to us by Jerry Latham. Since I know that we currently have agreed upon access to elements described in our interconnection contract, I have used this reference exclusively in defining service combinations. In general, our contract is already offering us loops consisting of several recombined sub-elements, so it didn't make sense to subdivide into finer segments than the contract specifies.

At this point, we are interested in the combination of the following network elements:

- 4 wire analog loop, including NID, and Port with its functionality that include the enhanced services like caller ID, call waiting, hunting, call forwarding etc.
- 2 wire analog loop, including NID and Port with its functionality that include the enhanced services like caller ID, call waiting, hunting, call forwarding etc.

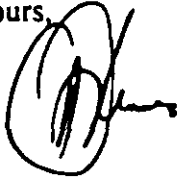
Apart from using the above combined elements for 1FB and 1FR-type services, we will use them to provide ISDN, T1 and PRI type services. Please let us know what other UNES BellSouth will have to recombine for Supra to create those services.

We have taken our time to establish the proper basis for our demand because this is our business case. We have been disappointed many times in the past by BellSouth and will not tolerate further disappointments.

We will like to commence ordering of these combined elements on or before July 1, 1998. Please let us know exactly in detail what ordering process needs to be followed by Supra and BellSouth to make that date a reality. We await positive responses to Dave Nilson's letters of 04/29/98 and 06/05/98 to Mr. Pat Finlen.

If BellSouth does not intend to honor these requests in a professional, timely and business-like fashion because of any legal argument, please have your counsel immediately contact our General Counsel, Suzanne F. Summerlin, at (850) 656 2288. Supra cannot afford delays in this process and will not tolerate them.

Yours,

A handwritten signature in black ink, appearing to read "OluKayode A. Ramos". The signature is written in a cursive style with a large initial "O" and "R".

OLUKAYODE A. RAMOS
President and CEO

Attachments.

4940 - n/a w/4
205 321 4970 - bill french
885 797 5123



BellSouth Interconnection Services 205 321-4900
9th Floor Fax 205 321-4334
600 North 19th Street Pager 1 800 946-4646 PIN 2295861
Birmingham, Alabama 35203 Internet
Marcus.B.Cathey@bridge.bst.bls.com

Marcus B. Cathey
Sales Assistant Vice President
CLEC Interconnection Sales

July 2, 1998

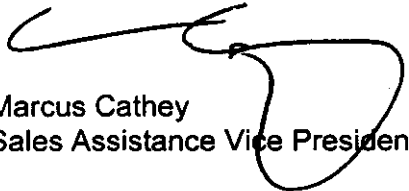
Mr. Olukayode Ramos
President and CEO
Supra Telecom & Information Systems, Inc.
2620 S.W. 27th Avenue
Miami, FL 33133

Dear Mr. Ramos:

This is in response to your letter dated June 22, 1998 regarding Supra's request to purchase recombined Unbundled Network Elements. As I stated in my letter of June 25, 1998, BellSouth has no contractual or statutory obligation to combine Unbundled Network Elements on behalf of Supra Telecom & Information Systems, Inc. Any agreement to combine Unbundled Network Elements will be outside of BellSouth's statutory obligations, and will be market priced and not subject to the jurisdiction of the Commission. We are currently in the process of formulating our pricing proposal along these lines in response to your request and should provide it to you by July 9, 1998.

Should you have any further questions, please feel free to contact me. I can be reached at 205/321-4900

Sincerely,


Marcus Cathey
Sales Assistance Vice President



STIS

Supra Telecom & Information Systems, Inc.

Phone: (305) 443-3710
Fax: (305) 443-1078
2620 S.W. 27th Avenue
Miami, FL 33133
Email: sales@stis.com
www.stis.com

August 17, 1998

VIA FAX: (305) 577-4491

Nancy B. White, Esq.
and Mary Jo Peed, Esq.
c/o Ms. Nancy Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, Florida 32301

Dear Nancy and Mary Jo:

I wish to address several matters that are pending between Supra Telecommunications & Information Systems, Inc., and BellSouth Telecommunications, Inc., that need to be resolved.

1. Regarding the issue of Supra's desire to physically collocate in the North Dade Golden Glades and the West Palm Beach Gardens' central offices, it is Supra's position that there is adequate space for Supra to physically collocate its Class 5 switches and other necessary equipment. I would like to set up a meeting to discuss the results of the walk-throughs and the revised central office maps and Supra's specific desires regarding space in each of these central offices.

In addition, when you and I met a few weeks ago, you stated you would obtain specific information regarding any problems with meeting the Florida Public Service Commission's three month deadline for each of Supra's applications for physical collocation. We need to have specific information regarding whether BellSouth intends to meet the deadline for each application or exactly why the deadline cannot be met for each application.

2. Regarding the issue of what equipment Supra intends to physically collocate in the 17 BellSouth central offices that Supra has applied for, it is Supra's intention to physically collocate equipment that will provide information services as well as basic telecommunications services. The "information services" equipment that Supra intends to physically collocate includes equipment that can provide anything traditionally considered "information services," as well as anything considered an "enhanced service," Internet services, etc. The specific equipment has been identified on the physical collocation applications that have already been approved by BellSouth. It is Supra's position that the Telecommunications Act and the FCC's

First Report and Order provide legal support for Supra's right to physically collocate this type of equipment in BellSouth's central offices. Supra would like an immediate clarification from BellSouth regarding whether BellSouth intends to object to any of Supra's equipment being physically collocated on the basis of any theory so that Supra may apply for a decision on this matter at the Florida Public Service Commission.

3. Regarding the issue of Supra's right to obtain combinations of unbundled network elements from BellSouth, it is Supra's position that Supra's interconnection agreement provides authority for Supra to obtain these combinations. The attached Section from Supra's interconnection agreement specifically provides Supra this right. To the extent BellSouth intends to rely on the fact that the version of the Interconnection Agreement filed by BellSouth with the Florida Public Service Commission does not include this particular section, Supra wishes to inform BellSouth that the draft agreement that Mr. Finlen provided Mr. Ramos and which Mr. Ramos signed immediately (according to Mr. Finlen's testimony), and that Mr. Finlen provided Supra by e-mail immediately prior to producing the final version for signing, included this provision. If there is a difference between the draft version agreed to and the version filed with the Commission (other than the removal of the Collocation and Resale Agreements which had been entered into separately and the insertion of Supra's name in appropriate spaces), Supra suggests that any such difference should not exist and BellSouth may wish to inquire internally as to how that might have happened.

Therefore, Supra would like to be informed immediately as to the prices for the combinations of unbundled network elements set out in Supra's Interconnection Agreement and the time frames in which they can be provided.

You will note that this letter is not being copied to the Commission Staff at this time to permit BellSouth and Supra the opportunity to work these matters out. However, this is a very narrow window of opportunity. If we do not hear from you on these issues within the next day or two, Supra will be forced to pursue relief at the Commission. Thank you for your attention to these matters.

Sincerely,


Suzanne F. Summerlin

SFS:ss

Mary Jo Peed
General Attorney

BellSouth Telecommunications, Inc.
Legal Department - Suite 4300
675 West Peachtree Street
Atlanta, Georgia 30375-0001
Telephone: 404-335-0703
Facsimile: 404-826-5360

August 21, 1998

Via Facsimile

Suzanne Fannon Summerlin, Esq.
1311-B Paul Russell Road, #201
Tallahassee, Florida 32301

Re: Your letter of August 17, 1998

Dear Ms. Summerlin:

Pursuant to your letter of August 17, 1998, this is BellSouth's response to Issues 2 and 3 delineated therein. As I stated in my voice mail earlier this week, Nancy White will be responding to your Issue 1 under separate cover.

With regard to Issue 2 and the type of equipment that may be placed in physical collocation space occupied by Supra, you and I had a detailed conversation regarding this matter at the end of July. Contrary to your assertion, BellSouth has never approved the placement of the equipment listed in Supra's applications for physical collocation space.

Supra's physical collocation applications request that Supra be allowed to place ATM nodes (Cisco Systems Model No. IGX-16-RM); Digital switches (Lucent Tech Model No. 5ESS); Digital Loop Carrier equipment (Lucent Tech Model No. SLC2000); and Cisco Systems equipment Model No. AS5248-56K-CH (Identified by Supra as Remote Access Concentrators). Section III(A) of Supra's Collocation Agreement, executed by Mr. Ramos on July 21, 1998, states that "BellSouth shall permit Interconnector to place, maintain, and operate in the Collocation Space any equipment that Interconnector is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by Interconnector to provide services which Interconnector has the legal authority to provide." In an effort to be perfectly clear and to finally put this issue to rest, BellSouth does not authorize the placement of the remote access concentrators in the physical collocation space occupied by Supra. BellSouth does, however, authorize the placement of the ATM nodes, the digital switches, and the digital loop carrier equipment identified by the model

numbers in Supra's applications in the physical collocation space occupied by Supra.

BellSouth's position regarding Supra's equipment requests is consistent with the BellSouth policy sent to Mr. Ramos from Marc Cathey on July 14, 1998 and is consistent with our discussions at the end of July and the portions of the FCC's First Report and Order that I cited in those discussions.¹ ATM nodes, digital switches and digital loop carrier equipment are all capable of providing telecommunications services and information services through the same arrangement. The remote access concentrator equipment is not. BellSouth administers its policy regarding equipment placed by Interconnectors in physical collocation arrangements in a non-discriminatory manner.

1st
supra

With regard to issue 3, I have researched the issue of the language regarding network element combinations cited in Mr. David Nilson's letter to Marc Cathey dated August 3, 1998. That language was not contained in the interconnection agreement executed by BellSouth and Mr. Ramos and filed with the Florida Public Service Commission. The language was contained in the e-mailed agreement sent to Mr. Ramos by Pat Finlen. Mr. Finlen did not know of the inconsistencies between the two documents when he prepared the final version of the agreement to be executed and did not become aware of the inconsistency until Mr. Nilson's letter of August 3rd. I am enclosing an amendment to the filed agreement to be executed by Mr. Ramos so that the language may be incorporated within the filed and approved document. On behalf of BellSouth, I apologize to Supra for this error.

As to the intent of the language of sections 2.1.1 through 2.1.6, this language does not give Supra authority to obtain these combinations. The language of section 2.1.1 is conditional upon two discreet events, neither of which have occurred. As you know section 2.1.1 states the following:

Where BellSouth offers to Supra Telecommunications and Information Systems, Inc., either through a negotiated arrangement or as a result of an effective Commission order, a combination of Network elements priced as individual unbundled network elements, The following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 8.

(Emphasis added). This language is consistent with BellSouth's position in regards to providing combinations of network elements to new entrants. At present, there is no effective Commission order that requires BellSouth to offer to Supra a combination of

Open when
79-
Perform
Telecom service
Document #: 131232

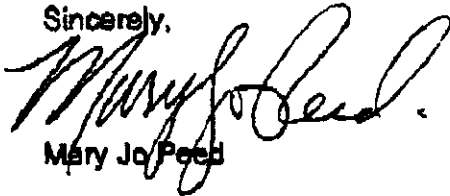
¹ In the recently issued Memorandum Opinion and Order and Notice of Proposed Rulemaking in CC Docket No. 98-147 et. al., the FCC "tentatively concluded that we should decline to require collocation of equipment used to provide enhanced services." FCC 98-188 at para. 132.

network elements. BellSouth is willing, however, to negotiate with Supra and, if negotiations are successful, to provide such combinations for the price of the network elements and a negotiated professional service fee, commonly referred to as "a glue charge." If Mr. Ramos is interested in negotiating such an arrangement, Mr. Finlen would be happy to discuss this with him. In any event, the language of sections 1.3, 1.4 and 1.5 of Attachment 2 that sets forth the price of combinations of network elements where Supra does the combining and duplicates a service identical to a BellSouth retail offering will continue to apply. In those circumstances the price paid by Supra would be the retail price of the duplicated service less the wholesale discount.

Lastly, at the end of July, I sent to you, at your request, both electronically and through hand delivery, the documents necessary for Supra to adopt the MCImetro agreement. I have never received any further communication from you regarding this matter. Could you please let me know what Supra intends to do regarding the adoption of another agreement?

If you have further questions or would like to discuss the matters contained within this correspondence, please feel free to call me.

Sincerely,



Mary Jo Peed

Cc: Nancy White
Pat Finlen

Attachment

AMENDMENT

TO

INTERCONNECTION AGREEMENT BETWEEN
SUPRA TELECOMMUNICATIONS AND INFORMATION SYSTEMS, INC.
BELLSOUTH TELECOMMUNICATIONS, INC. DATED OCTOBER 23, 1997

Pursuant to this Agreement (the "Agreement"), Supra Telecommunications and Information Systems, Inc. ("Supra") and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties" hereby agree to amend that certain Interconnection Agreement between the Parties dated October 23, 1997 ("Interconnection Agreement").

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

1. Attachment 2 shall be amended to include a new section 2 entitled Unbundled Service Combinations (USC). The section shall read as follows:

2. Unbundled Service Combinations (USC)

2.1.1 Where BellSouth offers to Supra Telecommunications and Information Systems, Inc., either through a negotiated arrangement or as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as set forth in Attachment 9.

2.1.2 2-Wire Analog Loop with 2-Wire Analog Port - Residence

2.1.3 2-Wire Analog Loop with 2-Wire Analog Port - Business

2.1.4 2-Wire Analog Loop with 2-Wire Analog Port - PBX

2.1.5 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID

2.1.6 BellSouth will confirm to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

2. The Parties agree that all of the other provisions of the Interconnection Agreement, dated October 23, 1997, shall remain in full force and effect.

3. The Parties further agree that either or both of the Parties is authorized to submit this Amendment to the Florida Public Service Commission or other regulatory body having jurisdiction over the subject matter of this Amendment, for approval subject to Section 252(e) of the federal Telecommunications Act of 1996.

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

SUPRA TELECOMMUNICATIONS
and INFORMATION SYSTEMS, INC.

BELLSOUTH TELECOMMUNICATIONS,
INC.

By: _____

By: _____

DATE: _____

DATE: _____

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Petition for approval of interconnection, unbundling, and resale agreement between BellSouth Telecommunications, Inc. And Supra Telecommunications & Information Systems, pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 971555-TP
ORDER NO. PSC-98-0206-FOF-TP
ISSUED: February 3, 1998

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
JOE GARCIA
E. LEON JACOBS, JR.

ORDER APPROVING RESALE, INTERCONNECTION,
AND UNBUNDLING AGREEMENT

BY THE COMMISSION:

On November 24, 1997, BellSouth Telecommunications, Inc. (BellSouth) and Supra Telecommunications & Information Systems (Supra) filed a request for approval of a resale, interconnection, and unbundling agreement under the Telecommunications Act of 1996, 47 U.S.C. § 252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

DOCUMENT NUMBER-DATE
01724 FEB-3 98
PSC-RECORDS/REPORTING

ORDER NO. PSC-98-0206-EOF-TP
DOCKET NO. 971555-TP
PAGE 27

Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

- 1. Introduction**
- 1.1** BellSouth shall, upon request of Supra Telecommunications and Information Systems, Inc., and to the extent technically feasible, provide to Supra Telecommunications and Information Systems, Inc. access to its unbundled network elements for the provision of Supra Telecommunications and Information Systems, Inc.'s telecommunications service.
- 1.2** Access to unbundled Network Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by Supra Telecommunications and Information Systems, Inc. itself or by any other vendor.
- 1.3** Supra Telecommunications and Information Systems, Inc. may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.
- 1.4** In all states of BellSouth's operation, when Supra Telecommunications and Information Systems, Inc. recombines unbundled Network Elements to create services identical to BellSouth's retail offerings, the prices charged to Supra Telecommunications and Information Systems, Inc. for the rebundled services shall be computed at BellSouth's retail price less the wholesale discount established by the Commission and offered under the same terms and conditions as BellSouth offers the service.
- 1.5** Supra Telecommunications and Information Systems, Inc. will be deemed to be "recombining elements to create services identical to BellSouth's retail offerings" when the service offered by Supra Telecommunications and Information Systems, Inc. contains the functions, features and attributes of a retail offering that is the subject of properly filed and approved BellSouth tariff. Services offered by Supra Telecommunications and Information Systems, Inc. shall not be considered identical when Supra Telecommunications and Information Systems, Inc. utilizes its own switching or other substantive functionality or capability in combination with unbundled Network Elements in order to produce a service offering. For example, Supra Telecommunications and Information Systems, Inc.'s provisioning of purely ancillary functions or capabilities, such as Operator Services, Caller ID, Call Waiting, etc., in combination with unbundled Network Elements shall not constitute a "substantive functionality or capability" for purposes of determining whether Supra

Telecommunications and Information Systems, Inc. is providing "services identical to BellSouth's retail offering."

2. Unbundled Loops

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

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, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

2.2.2 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. These cables and cross-connections are considered a separate element.

2.2.3 BST will offer voice loops 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 (EI). Since SL1 loops do not come standard with OC, these 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.

2.2.4 The OC and EI features will be provided as chargeable options on SL1 loops. The OC feature will allow Supra Telecommunications and Information Systems, Inc. to coordinate the installation of the loop with the disconnect of an existing customers service and/or number portability service, whereby, the end-user would normally be out of service less than 15 minutes. In these cases, BST will perform the order conversion at its discretion during normal work hours.

2.2.5 SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

2.2.6 BST will offer digital loops as Service Level One elements: They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.

2.2.7 As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow Supra

Telecommunications and Information Systems, Inc. the ability to specify the time that the coordinated conversion takes place.

- 2.2.8** Supra Telecommunications and Information Systems, Inc. will be responsible for testing and isolating troubles on the unbundled loops. Once Supra Telecommunications and Information Systems, Inc. has isolated a trouble to the BST provided loop, Supra Telecommunications and Information Systems, Inc. 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.
- 2.2.9** If Supra Telecommunications and Information Systems, Inc. reports a trouble on SL1 loops and no trouble actually exists, BST will charge Supra Telecommunications and Information Systems, Inc. for any dispatching and testing (both inside and outside the CO) required by BST in order to confirm the loop's working status.
- 2.2.10** If Supra Telecommunications and Information Systems, Inc. reports a trouble on SL2 loops and no trouble actually exists, BST will charge Supra Telecommunications and Information Systems, Inc. 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 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 may include digital PBXs, primary rate ISDN, 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 2.2.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Supra Telecommunications and Information Systems, Inc. will be consistent with industry standards.
- 2.3.1.2** In some instances, Supra Telecommunications and Information Systems, Inc. will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Supra Telecommunications and Information Systems, Inc. can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Supra Telecommunications and Information Systems, Inc. will determine the type of service that will be provided over

the loop. In some cases, Supra Telecommunications and Information Systems, Inc. may be required to pay additional charges for the removal of certain types of equipment.

- 2.3.2 The loop shall be provided to Supra Telecommunications and Information Systems, Inc. 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 Telecommunications - 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. Integrated Digital Loop Carriers

- 3.1 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 Supra Telecommunications and Information Systems, Inc. to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide Supra Telecommunications and Information Systems, Inc. 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. Supra Telecommunications and Information Systems, Inc. will then have the option of paying the one-time SC rates to place the loop facilities or Supra

Telecommunications and Information Systems, Inc. may chose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

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 Supra Telecommunications and Information Systems, Inc. designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Supra Telecommunications and Information Systems, Inc. shall obtain entrance permission directly from the customer.

4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, Supra Telecommunications and Information Systems, Inc. may connect its loop to any spare capacity on the BST NID. Where necessary to comply with an effective Commission order, BST will allow Supra Telecommunications and Information Systems, Inc. to disconnect the BST loop from the BST NID in order to connect Supra Telecommunications and Information Systems, Inc.'s loop to the BST NID. In these cases, Supra Telecommunications and Information Systems, Inc. accepts all liability associated with this process and it is Supra Telecommunications and Information Systems, Inc.'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 BellSouth will provide to Supra Telecommunications and Information Systems, Inc. unbundled loop concentration. Loop concentration systems in the central office concentrate the signals transmitted over local loops. Unbundled loop concentration will allow up to 96 BST loops to be concentrated onto multiple DS1s. The DS1s carrying the loops will be terminated into Supra Telecommunications and Information Systems, Inc.'s collocation space. Rates for loop concentration are as set forth in Attachment 11.

6. **Unbundled Network Terminating Wire (UNTW)**

Attachment 11
Exhibit 2

Florida

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 ALEC 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:	18.81%

3. Unbundled Network Elements

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

4. Compensation For Call and Transport Termination

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

5. Ancillary Functions

- 5.1 **Collocation** - The prices that ALEC shall pay to BellSouth are set forth in Table 2.
- 5.2 **Rights-of-Way** - The prices that ALEC shall pay to BellSouth are set forth in Table 3.
- 5.3 **Poles, Ducts and Conduits** - The prices that ALEC shall pay to BellSouth are set forth in Table 4.

6. **Local Number Portability**

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

7. **Recorded Usage Data**

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

8. **Electronic Interfaces**

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

TABLE 1

BELLSOUTH/ALEC RATES - FLORIDA
UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	\$0.76 (interim rate)
Loops, including NID	
2 wire, per month	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire, per month	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN, per month	\$ 40.00
NRC First	\$308.00
NRC Add'l	\$283.00
DS1, per month	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50

Telecommunications and Information Systems, Inc. is providing "services identical to BellSouth's retail offering."

2. **Unbundled Loops**
- 2.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.
- 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, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.
- 2.2.2 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. These cables and cross-connections are considered a separate element.
- 2.2.3 BST will offer voice loops 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 (EI). Since SL1 loops do not come standard with OC, these 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.
- 2.2.4 The OC and EI features will be provided as chargeable options on SL1 loops. The OC feature will allow Supra Telecommunications and Information Systems, Inc. to coordinate the installation of the loop with the disconnect of an existing customers service and/or number portability service, whereby, the end-user would normally be out of service less than 15 minutes. In these cases, BST will perform the order conversion at its discretion during normal work hours.
- 2.2.5 SL2 loops will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 2.2.6 BST will offer digital loops as Service Level One elements. They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR.
- 2.2.7 As a chargeable option on all unbundled loops, BST will offer Order Coordination - Time Specific (OC-TS). This will allow Supra

Telecommunications and Information Systems, Inc. the ability to specify the time that the coordinated conversion takes place.

- 2.2.8 Supra Telecommunications and Information Systems, Inc. will be responsible for testing and isolating troubles on the unbundled loops. Once Supra Telecommunications and Information Systems, Inc. has isolated a trouble to the BST provided loop, Supra Telecommunications and Information Systems, Inc. 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.
- 2.2.9 If Supra Telecommunications and Information Systems, Inc. reports a trouble on SL1 loops and no trouble actually exists, BST will charge Supra Telecommunications and Information Systems, Inc. for any dispatching and testing (both inside and outside the CO) required by BST in order to confirm the loop's working status.
- 2.2.10 If Supra Telecommunications and Information Systems, Inc. reports a trouble on SL2 loops and no trouble actually exists, BST will charge Supra Telecommunications and Information Systems, Inc. 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 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 may include digital PBXs, primary rate ISDN, 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 2.2.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by Supra Telecommunications and Information Systems, Inc. will be consistent with industry standards.
- 2.3.1.2 In some instances, Supra Telecommunications and Information Systems, Inc. will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Supra Telecommunications and Information Systems, Inc. can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Supra Telecommunications and Information Systems, Inc. will determine the type of service that will be provided over

the loop. In some cases, Supra Telecommunications and Information Systems, Inc. may be required to pay additional charges for the removal of certain types of equipment.

- 2.3.2 The loop shall be provided to Supra Telecommunications and Information Systems, Inc. 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 Telecommunications - 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. Integrated Digital Loop Carriers

- 3.1 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 Supra Telecommunications and Information Systems, Inc. to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide Supra Telecommunications and Information Systems, Inc. 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. Supra Telecommunications and Information Systems, Inc. will then have the option of paying the one-time SC rates to place the loop facilities or Supra

ALABAMA

PART IV: PRICING

1. **General Principles**

*includes
Network*

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

Residential Service	17%
Business Service:	17%

3. **Unbundled Network Elements**

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

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

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

5. **Ancillary Functions**

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

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

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

FLORIDA

PRICING

1. General Principles

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

4. Compensation For Call and Transport Termination

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

5. Ancillary Functions

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 ALEC 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 ALEC 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 ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

4. Compensation For Call and Transport Termination

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

5. Ancillary Functions

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

KENTUCKY

PART IV: 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 ALEC 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 ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

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

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

5. **Ancillary Functions**

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

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

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

LOUISIANA

PART IV: 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 Louisiana Public Service Commission.

2. **Local Service Resale**

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

Residential Service	20.7%
Business Service:	20.7%

3. **Unbundled Network Elements**

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

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

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

5. **Ancillary Functions**

- 5.1 Collocation - The prices that ALEC shall pay to BellSouth are set forth in Table 2.
- 5.2 Rights-of-Way - The prices that ALEC shall pay to BellSouth are set forth in Table 3.
- 5.3 Poles, Ducts and Conduits - The prices that ALEC shall pay to BellSouth are set forth in Table 3.

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 ALEC 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 ALEC 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 Call and Transport Termination**

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

5. **Ancillary Functions**

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

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

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

6. **Local Number Portability**

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

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 ALEC 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 ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

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

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

5. **Ancillary Functions**

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

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

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

SOUTH CAROLINA

PART IV: 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 ALEC 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 ALEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

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

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

5. **Ancillary Functions**

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

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

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

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

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

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

4. Compensation For Call and Transport Termination

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

5. Ancillary Functions

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

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

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