In The Matter Of The Interconnection Agreement Negotiations Between AT&T And BellSouth Pursuant To 47 U.S.C.§252

AT&T'S DOCUMENTS
SUBMITTED UNDER THE
TELECOMMUNICATIONS
ACT OF 1996

VOLUME VIII

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JULY 17, 1996

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FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

| In the Matter of the |) | DOCKET NO |
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| Interconnection Agreement |) | |
| Negotiations Between AT&T |) | PETITION BY AT&T FOR |
| COMMUNICATIONS OF THE |) | ARBITRATION UNDER THE |
| SOUTHERN STATES, INC. and |) | TELECOMMUNICATIONS ACT |
| BELLSOUTH |) | OF 1996 |
| TELECOMMUNICATIONS, INC., | ,) | |
| Pursuant to 47 U.S.C. Section 252 |) | |
| |) | • |

INDEX TO AT&T'S DOCUMENTS SUBMITTED PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996*

Documents indexed at Tabs 346 through 435 are not included herein because they have been designated by BellSouth as containing information that is proprietary and confidential to BellSouth. Documents indexed at Tabs 292 through 345 are being submitted in a separate volume because these documents contain information that is proprietary and confidential to AT&T. See AT&T's Stipulated Protective Order, filed today.

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| 58 4/23/96 Faxed memo from S. Anderson to A. Mule 001289 59 4/23/96 Faxed memo from S. Lavett to P. Foster 001294 60 4/23/96 Memo from S. Ray to S. Lavett 001294 61 4/23/96 Letter from J. Carroll to C. Coe 001295 62 4/23/96 Letter from J. Carroll to C. Coe 001299 63 4/23/96 Memo to File and A. Mule 001302 | 742100 | Memo from J. Carroll to C. Coe | 96/ቱረ/ቱ | 92 | IV. |
| 58 4/23/96 Faxed memo from S. Anderson to A. Mule 60 4/23/96 Faxed memo from S. Ray to S. Lavett 001293 60 4/23/96 Memo from S. Ray to S. Lavett 001294 61 4/23/96 Letter from J. Carroll to C. Coe 001294 62 4/23/96 Letter from J. Carroll to C. Coe 001299 | 118100 | Letter from J. Bradbury to S. Lavett | 96/27/7 | † 9 | |
| 58 4/23/96 Faxed memo from S. Anderson to A. Mule 60 4/23/96 Faxed memo from S. Lavett 60 601294 60 4/23/96 Memo from S. Ray to S. Lavett 001294 61 4/23/96 Letter from S. Ray to S. Lavett 001294 | 001302 | Memo to File and A. Mule | 4/23/96 | 63 | |
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| 58 4/23/96 Faxed memo from S. Anderson to A. Mule 001289 | 1001294 | Memo from S. Ray to S. Lavett | 96/27/7 | 09 | |
| | 001293 | Faxed memo from S. Lavett to P. Foster | 4/23/96 | 69 | |
| 57 4/22/96 Faxed memo from S. Schaefer to J. Carroll 001288 | 001289 | Faxed memo from S. Anderson to A. Mule | 4/23/96 | 28 | |
| | 882100 | Faxed memo from S. Schaefer to J. Carroll | 4/22/96 | 49 | |

| 587100 | Memo from D. Lee to S. Con | 96/21/9 | 911 | |
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| 187100 | Faxed memo from P. Foster to S. Lavett | 96/81/9 | 911 | |
| 677100 | Memo from S. Lavett to C. Clark | 96/81/9 | ヤレレ | |
| 977100 | Voice Mail from N. Brown to S. Lavett | 96/81/9 | 113 | |
| \$ 77100 | Memo from M. Brown to S. Lavett | 96/01/9 | 211 | |
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| 897100 | Letter from R. Oaks to V. Atherton | 96/01/9 | 011 | |
| 997100 | Letter from P. Foster to S. Schaefer | 96/6/9 | 601 | |
| 997100 | Letter from K. Taber to R. Barretto | 96/6/9 | 801 | |
| 897100 | Letter from K. Taber to R. Barretto | 96/6/9 | 701 | |
| 097100 | Letter from S. Ray to S. Lavett | 96/8/9 | 901 | |
| 799100 | Letter from V. Sanford to E. Roberson | 96/8/9 | 105 | |
| 669100 | Hand-delivered letter from N. Brown to M. Augier, et al. | 96/ <i>L</i> /9 | 104 | |
| 969100 | Faxed communication from S. Anderson to A. Mule | 96/2/9 | 103 | |
| 001633 | Faxed letter from C. Clark to S. Lavett | 96/7/3 | 102 | |
| 001630 | E-mail message from N. Brown to "D Ripley", et al. | 96/9/9 | 101 | |
| 001628 | Memo from M. Brown to R. Shurter | 96/9/9 | 100 | |
| 729100 | Letter from J. Carroll to D. Ackerman | 96/9/9 | 66 | |
| 001626 | Letter from J. Carroll to D. Ackerman | 96/9/9 | 86 | |
| 001623 | Fax memo from S. Lavett to P. Foster | 96/9/9 | ۷6 | |
| 001620 | Letter from M.J. Peed to S. Anderson | 96/8/9 | 96 | - |
| 619100 | Voice Mail from M. Guedel to N. Brown | 96/2/9 | 96 | |
| 819100 | Notes from M. Guedel call with F. Kolb | 96/2/9 | 7 6 | |
| 909100 | Letter from S. Ray to S. Lavett | 96/2/9 | 63 | |
| ₩09100 | Memo from R. Baretto to K. Taber | 96/2/9 | 92 | |
| 001603 | Notes from N. Brown call with S. Anderson and M.J. Peed | 96/7/9 | 16 | |
| 001600 | Handwritten note from C. Steele to S. Ray | 96/7/9 | 06 | |
| . 669100 | Letter from K. Taber to R. Baretto | 96/7/9 | 68 | |
| 862100 | Handwritten note from M. Fawzi | 96/1/9 | 88 | |
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| | 117 | 5/13/96 | Fax communication from S. Lavett to P. Nelson | 001790 |
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| | 118 | 5/14/96 | Faxed letter from J. Bradbury to S. Lavett | 001794 |
| | 119 | 5/15/96 | Letter from S. Lavett to C. Clark | 001797 |
| | 120 | 5/15/96 | Faxed note from J. Bradbury to J. Savage | 001801 |
| | 121 | 5/15/96 | Faxed letter from B. Carnes to J. Bradbury | 001802 |
| | 122 | 5/16/96 | Letter from S. Schaefer to J. Carroll | 001804 |
| | 123 | 5/16/96 | Letter from S. Schaefer to J. Carroll | 001822 |
| | 124 | 5/16/96 | Faxed memo from M.J. Peed to S. Anderson | 001824 |
| VII | 125 | 5/16/96 | Letter from S. D. Ray to S. Lavett | 001834 |
| | 126 | 5/16/96 | Letter from S. Lavett to K. Taber | 001842 |
| • | 127 | 5/17/96 | Letter from R. Oaks to V. Atherton | 001843 |
| | 128 | 5/17/96 | Memo to File from J. Carroll | 001844 |
| | 129 | 5/17/96 | Letter from N. Brown to S. Lavett/B. Scheye | 001845 |
| | 130 | 5/17/96 | Notes from C. Clark | 001861 |
| | 131 | 5/17/96 | Letter from S. Ray to S. Lavett | 001868 |
| | 132 | 5/17/96 | Fax from S. Lavett to P. Nelson | 001869 |
| | 133 | 5/17/96 | Audix Message from N. Brown to Subset Leadership Team /Gov. Team | 001872 |
| | 134 | 5/20/96 | Letter from P. Foster to S. Lavett | 001873 |
| | 135 | 5/20/96 | Letter from S. Schaefer to J. Carroll | 001876 |
| | 136 | 5/20/96 | Letter from S. Schaefer to J. Carroll | 001878 |
| | 137 | 5/20/96 | Faxed notes from S. Lavett to P. Nelson | 001879 |
| | 138 | 5/20/96 | Faxed letter from B. Carnes to C. Clark | 001880 |
| | 139 | 5/20/96 | Faxed letter from S. Anderson to M.J. Peed | 001883 |
| | 140 | 5/21/96 | Letter from J. Carroll to C. Coe | 001885 |
| | 141 | 5/21/96 | Letter from J. Carroll to S. Schaefer | 001890 |
| | 142 | 5/21/96 | Letter from J. Carroll to D. Ackerman | 001894 |
| | 143 | 5/21/96 | Letter from Barretto to K. Taber | 001896 |
| | 144 | 5/21/96 | Letter from K. Taber to S. Lavett | 001912 |
| | 145 | 5/21/96 | Letter from J. Latham to C. Weekley | 001913 |
| | 146 | 5/22/96 | Data Re: Unbundled Network Elements Cost Studies Summary | 001915 |

| | 147 | 5/23/96 | Memo to File from J. Carroll | 001916 |
|---|-----|---------|---|--------|
| | 148 | 5/23/96 | Letter from K. Taber S. Lavett | 001917 |
| | 149 | 5/23/96 | Letter to V. Atherton | 001918 |
| | 150 | 5/23/96 | Letter from C. Steele to Sue Ray | 001922 |
| | 151 | 5/23/96 | Voice Mail from S. Lavett to N. Brown | 001925 |
| • | 152 | 5/23/96 | Letter from C. Clark to S. Lavett | 001927 |
| | 153 | 5/23/96 | Memo from P. Nelson to "Team" | 001929 |
| | 154 | 5/23/96 | Letter from C. Howorth to E. Roberson | 001946 |
| | 155 | 7/13/96 | Draft Data re: Unbundled Network Elements | 001971 |
| | 156 | 5/24/96 | Voice mail message from N. Brown to F. Kolb and S. Lavett | 001983 |
| | 157 | 5/28/96 | Faxed communication from S. Lavett to P. Nelson | 001984 |
| | 158 | 5/28/96 | Letter from C. Steele to S. Ray | 001986 |
| | 159 | 5/28/96 | Memo from D. Lee to V. Sapp | 001987 |
| | 160 | 5/29/96 | Hand-delivered letter from P. Nelson to S. Lavett | 001988 |
| | 161 | 5/29/96 | Audix message from K. Milner to A. Mule, et al. | 001995 |
| | 162 | 5/29/96 | E-mail message from N. Brown to "Cummings", et al. | 001996 |
| | 163 | 5/29/96 | Affidavit of L. Selwyn and P. Kravtin-CC Dkt. No. 96-98 | 002005 |
| | 164 | 5/30/96 | Memo from P. Nelson to L. Cecil, et al. | 002062 |
| | 165 | 5/30/96 | Letter from Marc Cathey to N. Brown | 002072 |
| | 166 | 5/30/96 | Letter from S. Schaefer to J. Carroll | 002074 |
| | 167 | 5/30/96 | Audix message from K. Milner to "Pam" | 002077 |
| | 168 | 5/30/96 | Voice mail message from S. Schaefer | 002078 |
| | 169 | 5/30/96 | Memo to file | 002079 |
| | 170 | 5/31/96 | Memo from R. Barretto to K. Taber | 002080 |
| | 171 | 5/31/96 | Faxed letter from S. Schaefer to J. Carroll | 002088 |
| | 172 | 5/31/96 | Letter from C. Coe to J. Carroll | 002091 |
| | 173 | 5/31/96 | Memo to file from J. Carroll | 002092 |
| | 174 | 5/31/96 | Memo from M. Duke to P. Foster | 002093 |
| | 175 | 6/3/96 | Letter from S. Anderson to M.J. Peed | 002098 |
| | 176 | 6/3/96 | Letter from C. Clark to S. Lavett | 002100 |

| | 177 | 6/3/96 | Letter from C. Clark to S. Lavett | 002101 |
|--------------|-----|---------|---|--------|
| | 178 | 6/3/96 | Faxed communication from S. Lavett to R. Oaks | 002102 |
| | 179 | 6/3/96 | Letter from S. Ray to C. Braun | 002103 |
| | 180 | 6/4/96 | Memo from P. Sims to K. Taber | 002105 |
| | 181 | 6/4/96 | Memo from P. Sims to K. Taber | 002111 |
| | 182 | 6/5/96 | Letter from S. Schaefer to J. Carroll | 002127 |
| VIII | 183 | 6/5/96 | Faxed communication from S. Lavett to R. Oaks, et al. | 002134 |
| | 184 | 6/5/96 | BellSouth Resale Ordering Guidelines | 002138 |
| | 185 | 6/5/96 | Draft of Service/Network Operations and Interconnection | 002268 |
| | 186 | 6/6/96 | Faxed communication from S. Lavett to R. Oaks | 002284 |
| | 187 | 6/6/96 | Letter from J. Carroll to C. Coe | 002286 |
| | 188 | 6/6/96 | Memo to File re: Meeting between J. Carroll and C. Coe | 002289 |
| | 189 | 6/6/96 | Memo from S. Lavett to K. Taber | 002294 |
| | 190 | 6/6/96 | Memo from P. Sims to K. Taber | 002295 |
| | 191 | 6/6/96 | Faxed letter from M.J. Peed to S. Anderson | 002296 |
| | 192 | 6/6/96 | Handwritten note re: Local Switching | 002298 |
| | 193 | 6/10/96 | Letter from P. Foster to S. Schaefer | 002299 |
| | 194 | 6/10/96 | Faxed letter from S. Anderson to M.J. Peed | 002301 |
| | 195 | 6/10/96 | Audix Message from K. Milner to P. Nelson | 002302 |
| | 196 | 6/11/96 | Memo from M.J. Peed to N. Brown | 002303 |
| | 197 | 6/11/96 | Letter from K. Taber to S. Lavett | 002304 |
| | 198 | 6/11/96 | Letter from S. Lavett to C. Clark | 002306 |
| , | 199 | 6/12/96 | List of verbal data request | 002308 |
| | 200 | 6/12/96 | Letter from P. Foster to S. Lavett | 002310 |
| | 201 | 6/12/96 | Faxed communication from S. Lavett to P. Nelson & R. Oaks | 002321 |
| | 202 | 6/12/96 | Audix message left for S. Schaefer | 002323 |
| | 203 | 6/12/96 | Audix message from K. Milner to P. Nelson | 002324 |
| | 204 | 6/13/96 | Faxed communication from S. Lavett to P. Nelson | 002325 |
| | 205 | 6/13/96 | Letter from P. Sims to K. Franklin | 002331 |
| _ | 206 | 6/13/96 | Letter from S. Schaefer to J. Carroll | 002332 |

| | 207 | 6/13/96 | Letter from S. Schaefer to J. Carroll | 002333 |
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| | 208 | 6/13/96 | Letter from S. Schaefer to J. Carroll | 002335 |
| | 209 | 6/13/96 | Letter from J. Carroll to S. Schaefer | 002423 |
| | 210 | 6/14/96 | Letter from J. Carroll to C. Coe | 002425 |
| _ | 211 | 6/17/96 | Faxed communications from S. Lavett to R. Oaks | 002426 |
| | 212 | 6/17/96 | Faxed communication from S. Lavett to R. Oaks | 002429 |
| | 213 | 6/17/96 | Faxed communication from S. Lavett to P. Foster | 002430 |
| | 214 | 6/17/96 | Faxed communication from S. Lavett to P. Foster | 002433 |
| | 215 | 6/17/96 | Letter from P. Sims to K. Taber | 002435 |
| | 216 | 6/17/96 | Letter from P. Sims to K. Taber | 002436 |
| | 217 | 6/17/96 | Memo to File | 002437 |
| | 218 | 6/17/96 | Memo to File | 002438 |
| IX | 219 | 6/17/96 | Faxed memo from P. Sims to K. Taber | 002439 |
| | 220 | 6/17/96 | Faxed letter from R. Barretto to K. Taber | 002448 |
| | 221 | 6/17/96 | Letter from R. Oaks to V. Atherton | 002463 |
| | 222 | 6/18/96 | Letter from P. Nelson to S. Lavett | 002465 |
| | 223 | 6/18/96 | Memo to File | 002466 |
| | 224 | 6/18/96 | Letter from S. Schaefer to J. Carroll | 002470 |
| | 225 | 6/18/96 | Memo from G. Deveporte to A. Mule | 002471 |
| | 226 | 6/19/96 | Hand delivered Letter from M.J. Peed to S. Anderson | 002475 |
| | 227 | 6/19/96 | Letter from S. Lavett to P. Foster | 002477 |
| | 228 | 6/19/96 | Letter from C. Steele to S. Ray | 002478 |
| | 229 | 6/19/96 | Issue Letter from C. Weekley to S. Lavett | 002479 |
| | 230 | 6/19/96 | Letter from V. Atherton to R. Oakes | 002482 |
| | 231 | 6/19/96 | Memo to file voice mail message to S. Schaefer | 002483 |
| | 232 | 6/19/96 | Memo from J. Carroll to A. Mule' | 002484 |
| | 233 | 6/19/96 | Memo from J. Carroll to A. Mule' | 002485 |
| | 234 | None | Document omitted | 002486 |
| | 235 | 6/20/96 | Letter from K. Taber to S. Lavett | 002504 |
| | 236 | 6/20/96 | Letter from W. Ellison to R. Starks | 002505 |

| 235 62,0086 Leffer from 3, Ray to C, Steele 200,005 20,0 | | | | | |
|--|--------|---|----------|------------|----|
| 238 65,096 Lefter from J. Garnell to S. Garbeler Conc. 51,096 Lefter from J. Garnell to S. Garbeler Conc. 51,096 Lefter from J. Garnell to S. Garbeler Conc. 51,096 Lefter from R. Barrelto to K. Taber Conc. 51,096 Lefter from R. Barrelto to K. Taber Conc. 51,096 Lefter from R. Barrelto to S. Lavett Conc. 51,096 Lefter from R. Barrelto to S. Lavett Conc. 51,096 Lefter from R. Concert to S. Carlell to Conc. 51,096 Lefter from R. Concert to R. Conc. 51,096 Lefter from R. Concert to R. Conc. 51,096 Lefter from R. Conc | 003019 | Letter from P. Sims to K. Taber | 96/1/2 | 997 | |
| 238 6/20/96 Editer from J. Carroll to S. Schaefer 002513 240 6/21/96 Editer from J. Carroll to J. Schaefer 002513 241 6/21/96 Editer from J. Elanklin to P. Silms 002514 242 6/21/96 Editer from J. Elanklin to P. Silms 002514 243 6/21/96 Editer from J. Elanklin to P. Silms 002514 244 6/21/96 Editer from J. Silms to K. Taber 002534 245 6/21/96 Editer from J. Silms to K. Taber 002534 246 6/21/96 Editer from J. Silms to K. Taber 002537 247 6/21/96 Editer from J. Silms to K. Taber 002537 248 6/21/96 Editer from J. Silms to K. Taber 002547 249 6/21/96 Editer from J. Silms to K. Taber 002547 240 6/21/96 Editer from J. Silms to K. Taber 002547 241 6/21/96 Alaka trom J. Silms to K. Taber 002547 242 6/21/96 Hotes from J. Carroll to J. Silms to K. Silm | 810500 | | | 592 | |
| 238 6/20/96 Eatter from J. Carroll to S. Schaefer 202512 239 6/21/96 Eatter from K. Barrelto to K. Taber 202515 240 6/21/96 Letter from K. Eatter from K. Eatter from K. Eatter from J. Carroll to S. Lavett 24 6/21/96 Letter from J. Eatter from S. Lavett 24 6/21/96 Letter from J. Eatter from S. Lavett 24 6/21/96 Letter from J. Eatter from J. Carroll to S. Lavett 24 6/21/96 Letter from J. Carroll to S. Lavett 24 6/21/96 Letter from J. Carroll to S. Lavett 24 6/21/96 Letter from J. Carroll to S. Lavett 24 6/21/96 Letter from J. Carroll to J. Carroll to S. Lavett 24 6/21/96 Letter from J. Carroll to J. Car | 910200 | Issue letter from C. Weekley to P. Cowart | 96/1// | 564 | |
| 239 6\illinois 6\illinois | 003014 | Letter from C. Weekley to I. Regas | 96/1/2 | 263 | |
| 239 6\text{6}\text{6}\text{6}\text{7}\text{9}\text{6} Editer from J. Carroll to S. Schaefer 239 6\text{6}\text{7}\text{9}\text{6} Eaklet from J. Carroll to S. Schaefer 240 6\text{7}\text{1}\text{9}\text{6} Eaklet from R. Franklin to P. Sime 241 6\text{7}\text{1}\text{9}\text{6} Editer from P. Helson to S. Lavett 242 6\text{7}\text{1}\text{9}\text{6} Letter from P. Helson to S. Lavett 243 6\text{7}\text{4}\text{9}\text{6} Letter from P. Helson to S. Lavett 244 6\text{7}\text{4}\text{9}\text{6} Letter from P. Schaefer to J. Carroll 245 6\text{5}\text{4}\text{9}\text{6} Letter from P. Schaefer to J. Carroll 246 6\text{6}\text{4}\text{9}\text{6} Letter from P. Schaefer to J. Carroll 247 6\text{6}\text{4}\text{9}\text{6} Letter from P. Schaefer to J. Carroll 248 6\text{6}\text{4}\text{9}\text{6} Letter from P. Schaefer to J. Carroll 249 6\text{6}\text{4}\text{9}\text{6} Letter from P. Schaefer to J. Carroll 240 6\text{6}\text{4}\text{9}\text{6} Letter from P. Schaefer to J. Carroll 240 6\text{6}\text{4}\text{9}\text{6} Letter from P. Schaefer to J. Carroll 241 6\text{6}\text{4}\text{9}\text{6} Letter from S. Anderson to M.J. Peed 242 6\text{6}\text{4}\text{9}\text{6} Letter from J. Carroll to J. Schaefer 244 6\text{6}\text{4}\text{9}\text{6} Letter from J. Dakes BST Response to AT&T Action Items 245 6\text{6}\text{5}\text{9}\text{6} Letter from J. Bradbury to B. Higdon 246 6\text{6}\text{5}\text{9}\text{6} Letter from J. Bradbury to B. Higdon 247 6\text{6}\text{5}\text{9}\text{6} Letter from J. Bradbury to B. Higdon 254 6\text{5}\text{9}\text{6} Letter from J. Bradbury to B. Higdon 255 6\text{5}\text{9}\text{6} Letter from J. Bradbury to B. Sins 256 6\text{5}\text{9}\text{6} Letter from M. Ellison to P. Sins 256 6\text{5}\text{9}\text{6} Letter from M. Table to P. Sins 257 6\text{5}\text{9}\text{6} Letter from J. Table to | 003012 | Faxed letter from S. Lavett to P. Nelson | 96/1/2 | 797 | |
| 239 612/196 Letter from R. Barretto to K. Taber 0002513 239 612/196 Letter from R. Franklin to P. Sinse 240 612/196 Letter from R. Franklin to P. Sinse 240 612/196 Letter from R. Barretto to K. Taber 0002515 241 612/196 Letter from P. Barsh to D. Carroll to P. Carroll to | 900500 | Faxed communication from C. Clark to S. Lavett | 96/1/2 | 761 | _ |
| 239 6/2/1966 Fax Leitler from R. Barretto to K. Taber 0002513 239 6/2/1966 Fax Leitler from R. Franklin to P. Sims 0002513 240 6/2/196 Letter from R. Franklin to P. Sims 0002514 241 6/2/196 Letter from R. Brisch or S. Lavett 0002514 242 6/2/196 Letter from P. Helson to S. Lavett 000253 243 6/2/196 Letter from P. Briadbury 000253 244 6/2/196 Letter from P. Foster to "Sue" 000253 245 6/2/196 Letter from S. Schaefer to "Carroll 000253 244 6/2/196 Letter from S. Graee to P. Nelson 000254 245 6/2/196 Letter from S. | D02914 | Memo from G. Follensbee to L. Cecil et al. | 96/1// | 760 | IX |
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| 356 375,96 Fox from G. Calhoun to J. Bradbury 900521 369 375,96 Fax from G. Calhoun to J. Bradbury 900583 360 375,96 Fax from G. Calhoun to J. Bradbury 900593 360 37,806 For from S. Lavelt to P. Melson 900593 361 4,00,96 For from S. Cark Analysis 900799 362 4,00,96 For from B. Cark Analysis 901366 363 4,00,96 For from B. Cark Analysis 901366 364 4,00,96 For from B. Cark Analysis 901476 365 4,00,96 For from B. Cark Analysis 901476 366 4,00,96 For from B. Cark Analysis 901476 367 4,10,96 Fox from M. Cathey B. Cark Analysis 901476 368 4,20,96 Fox from M. Cathey B. Cark Analysis 901657 | 191206 | OLEC-to-BellSouth Ordering Guidelines - Resale | 4\56\68 | | |
| 368 2/3/96 Fax from G. Calihour to J. Bradbury 900521 369 3/26/96 Fax from G. Calihour to J. Bradbury 900588 360 3/26/96 Fax from G. Calihour to J. Bradbury 900589 361 3/28/96 Fax from G. Calihour to J. Bradbury 900589 362 3/28/96 Fax from G. Cast Analysis 900599 363 4/00/96 Florida Cost Analysis 901096 364 4/00/96 Florida Cost Analysis 901096 365 4/00/96 Florida Cost Analysis 901096 365 4/00/96 Florida Cost Analysis 901096 365 4/00/96 Florida Cost Analysis 901096 366 4/20/96 Georgia Cost Analysis 901026 365 4/00/96 Georgia Cost Analysis 901026 366 4/20/96 Georgia Cost Analysis 901025 366 4/20/96 Georgia Cost Analysis 901025 367 4/11/96 Fax from M. Cathey to M. Brown 901655 377 4/11/96 | 90206 | IIA\bəlbrudnU | 96/67/7 | 383 | |
| 358 277.96 Total Service Resale 300.521 359 37.2596 Fax from G. Calihoun to J. Bradbury 360 375.96 Fax from G. Calihoun to J. Bradbury 360 375.96 Fax from G. Calihoun to J. Bradbury 360 375.96 Fax from S. Lavelt to P. Nelson 300.593 361 4.00.96 Total Service Resale 301.256 375.96 470.96 Georgia Cost Analysis 361 470.96 Georgia Cost Analysis 362 470.96 Georgia Cost Analysis 363 470.96 Georgia Cost Analysis 364 470.96 Georgia Cost Analysis 365 470.96 Georgia Cost Analysis 367 472.96 Georgia Cost Analysis 367 472.96 Georgia Cost Analysis 370 472.96 Georgia Cost Analysis 371 471.96 Fax from M. Cathey to N. Brown 372 471.96 Fax from M. Cathey to N. Brown 373 471.96 Fax from M. Cathey to N. Brown 374 471.96 Fax from M. Cathey to N. Brown 375 471.96 Fax from M. Cathey to N. Brown 376 472.96 Handout from S. Lavelt Conference Call 377 471.96 Fax from M. Cathey to N. Brown 377 471.96 Fax from M. Cathey to N. Brown 378 472.96 Handout from R. Brown 378 472.96 Handout from R. Brown 378 472.96 Handout from R. Brown 378 472.96 Georgia Cost Analysis 378 472.96 Georgia Cost Analysis 379 472.96 Georgia Cost Analysis 370 472.96 Georgia Cost Analysis 370 | 902013 | Resale/Obtainable -Pending-Escalated | 96/67/7 | 382 | |
| 358 277/96 Total Service Resale 900521 359 3/25/96 Fax from G. Calhoun to J. Bradbury 900588 360 3/25/96 Fax from S. Lavelt to P. Nelson 900593 360 3/25/96 Fax from S. Lavelt to P. Nelson 900595 361 4/00/96 Total Service Resale 900799 362 4/00/96 Horida Cost Analysis 901006 363 4/00/96 Georgia Cost Analysis 901006 364 4/00/96 Georgia Cost Analysis 901006 365 4/00/96 Georgia Cost Analysis 901006 366 4/00/96 Georgia Cost Analysis 901006 365 4/00/96 Georgia Cost Analysis 901006 366 4/00/96 Georgia Cost Analysis 901006 366 4/00/96 Georgia Cost Analysis 901006 366 4/00/96 Georgia Cost Analysis 901406 366 4/00/96 Georgia Cost Analysis 901406 366 4/20 Georgia Cost Analysis | 926106 | Resale/Agree | 96/67/₺ | 186 | · |
| 356 375/96 Total Service Resale 300657 358 375/96 Total Service Resale 358 375/96 Total Service Resale 369 375/96 Total Service Resale 360 375/96 Total Service Resale 375 4/11/96 Total Service Resale 375 377 | 896106 | Fax from C. Braun to S. Ray | 96/67/7 | 380 | |
| 356 2/7/96 Total Service Resale 900621 359 3/26/96 Fax from G. Calhoun to J. Bradbury 900688 360 3/26/96 Fax from G. Calhoun to J. Bradbury 900693 360 3/28/96 Fax from S. Lavelt to P. Nelson 900695 361 4/00/96 Total Service Cost Analysis 900799 362 4/00/96 Honth Carolina Cost Analysis 901006 363 4/00/96 Florida Cost Analysis 901006 364 4/00/96 Florida Cost Analysis 901006 365 4/00/96 Florida Cost Analysis 901006 366 4/2096 Florida Service Resale 901476 366 4/2096 Florida Service Resale 901476 366 4/2096 Gervice & Service Ordering Package 901476 367 4/11/96 Fax from M. Cathey to N. Brown 901657 370 4/11/96 Fax from M. Cathey to N. Brown 901705 370 4/11/96 Fax from M. Cathey to N. Brown 901908 370 | 901932 | Resale/Agree | 4/23/96 | 379 | |
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| 358 2/7/96 Total Service Reeale 900521 359 3/25/96 Fax from G. Calhoun to J. Bradbury 900588 360 3/25/96 Fax from G. Calhoun to J. Bradbury 900593 360 3/28/96 Fax from S. Lavett to P. Nelson 900593 361 4/00/96 Tornia Cost Analysis 900799 362 4/00/96 Florida Cost Analysis 901236 363 4/00/96 Florida Cost Analysis 901236 364 4/00/96 Florida Cost Analysis 901266 365 4/20/96 Total Service Resale 901266 366 4/20/96 Total Service Resale 901476 366 4/20/96 Service Selevice Ordering Package 90165 367 4/20/96 Fax from M. Cathey to N. Brown 90165 370 4/20 Fax from M. Cathey to N. Brown 90166 371 4/11/96 Fax from S. Lavett to Sue Ray 90166 373 4/11/96 Fax from M. Cathey to N. Brown 901791 | | BellSouth TSR 4/17/96 Status Report | 96/11/7 | 374 | |
| 358 2/7/96 Total Service Resale 900521 359 3/25/96 Fax from G. Calhoun to J. Bradbury 900588 360 3/25/96 Fax from G. Calhoun to J. Bradbury 900593 361 4/00/96 Far from S. Lavett to P. Melson 900593 362 4/00/96 Fortion Cast Analysis 900799 363 4/00/96 Horth Carolina Cost Analysis 901006 364 4/00/96 Florida Cost Analysis 901236 365 4/20/96 Florida Cost Analysis 901236 365 4/20/96 Florida Cost Analysis 901476 365 4/20/96 Florida Cost Analysis 901476 365 4/20/96 Georgia Cost Analysis 901476 366 4/20/96 Georgia Cost Analysis 901476 366 4/20/96 Georgia Cost Analysis 901476 368 4/20/96 Fax from M. Cathey to N. Brown 90165 370 4/20/96 Francis Resale 90166 371 4/11/96 Francis Conferen | | Fax from M. Cathey to M. Brown | 96/11/7 | 373 | |
| 358 2/7/96 Total Service Resale 9006571 359 3/25/96 Fax from G. Calhoun to J. Bradbury 900588 360 3/25/96 Fax from G. Calhoun to J. Bradbury 900593 360 3/28/96 Fax from S. Lavett to P. Nelson 900595 361 4/00/96 Tennessee Cost Analysis 900799 362 4/00/96 Florida Cost Analysis 901006 363 4/00/96 Florida Cost Analysis 901006 364 4/00/96 Florida Cost Analysis 901236 365 4/20/96 Florida Cost Analysis 90166 366 4/20/96 Total Service Resale 901675 366 4/20/96 Total Service Resale 901675 368 3/28/96 Draft Summary 901651 370 4/2096 Data Transfer Conference Call 901657 371 4/11/96 Entire Document - Resale 901657 | 987106 | Fax from S. Lavett to Sue Ray | 96/11/7 | 372 | |
| 358 2)77/96 Total Service Resale 900521 359 3)25/96 Fax from G. Calhoun to J. Bradbury 900588 360 3)25/96 Fax from G. Calhoun to J. Bradbury 900593 361 4/00/96 Fenressee Cost Analysis 900596 362 4/00/96 Florida Cost Analysis 900799 363 4/00/96 Florida Cost Analysis 901006 364 4/00/96 Florida Cost Analysis 901476 365 4/2096 Florida Cost Analysis 90166 366 4/2096 Florida Cost Analysis 90167 367 4/2096 Florida Cost Analysis 90167 368 4/2096 Florida Cost Analysis 90167 369 4/2096 Florida Service Resale 90167 369 4/2096 Florida Service Ordering Package 901657 370 4/2096 Pata Transfer Conference Call 901657 | 999106 | Entire Document - Resale | 96/11/7 | 178 | |
| 358 2/7/96 Total Service Resale 900527 359 3/25/96 Fax from G. Calhoun to J. Bradbury 900588 360 3/25/96 Fax from G. Calhoun to J. Bradbury 900593 361 4/00/96 Tennessee Cost Analysis 900595 362 4/00/96 Tennina Cost Analysis 901006 363 4/00/96 Florida Cost Analysis 901006 364 4/00/96 Florida Cost Analysis 901006 365 4/2/96 Florida Cost Analysis 90106 364 4/00/96 Ceorgia Cost Analysis 90106 365 4/2/96 Total Service Resale 901476 367 4/2/96 Service & Service Ordering Package 901476 368 3/28/96 Draft Service Ordering Package 901651 369 4/3/96 Fax from M. Cathey to N. Brown 901651 | Z99106 | Data Transfer Conference Call | 96/7/7 | 370 | |
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| 358 2/7/96 Total Service Resale 900521 359 3/25/96 Fax from G. Calhoun to J. Bradbury 900588 | | | 3/28/96 | 390 | |
| 358 2/7/96 Total Service Resale 900521 | <u></u> | | 3/25/96 | 326 | |
| | | | 96/4/7 | 328 | |
| | | | 96/08/1 | 327 | |

| 387 | 5/7/96 | SME Escalation Form | 902275 |
|----------------|--------------------|--|--------|
| 388 | 5/7/96 | Fax from S. Lavett to P. Nelson | 902276 |
| 389 | 5/14/96 | Unbundled/All | 902282 |
| 390 | 5/20/96 | Letter from V. Atherton to R. Oakes | 902395 |
| 391 | 5/22/96 | Executive Team Meeting Notes | 902397 |
| 392 | 5/21/96 | Switched Local Transport Cost Summaries | 902399 |
| 393 | | LTR Studies FL & LA | 902810 |
| 394 | 5/21/96 | Supplemental Response to Initial AT&T Request Question #5 | 903042 |
| 395 | 5/24/96 | BellSouth's Response to Ellison's Supplemental Data Request of 4/24/96 | 903625 |
| 396 | 5/24/96 | BellSouth Response to Ellison's Supplemental Data Request of 4/26/96 | 903471 |
| 397 | 5/24/96 | Resale/All | 903640 |
| 398 | 5/24/96 | Resale/Agree | 903738 |
| 399 | 5/24/96 | Resale/Obtainable -Pending - Escalated | 903755 |
| 400 | 6/18/96 | Resale/Status - None | 903817 |
| 401 | 5/24/96 | Revised Routing Policy | 903822 |
| 402 | 5/28/95 | Letter from V. Atherton to R. Oakes | 903823 |
| 403 | 5/28/96 | Letter from S. Lavett to P. Nelson | 903836 |
| 404 | 5/30/96 | Letter from Pam to D. Hassebrock, et al. | 903831 |
| 405 | 6/4/96 | Fax from B. Warren to K. Tabor | 903840 |
| 406 | 6/11/96 | Letter from V. Atherton from R. Oakes | 903844 |
| | 6/11/96 | Letter form V. Atherton from R. Oakes | 903847 |
| 407 | 6/11/96 | BellSouth Response to AT&T 1st Request, Item 1 | 903851 |
| 408 | | BellSouth Response to AT&T 1st Request, Item 1 | 904130 |
| 409 | Undated | BellSouth Response to AT&T 1st Request, Item 1 | 904912 |
| 410 | Undated | BellSouth Response to AT&T 1st Request, Item 1 | 905116 |
| 411 | Undated | BellSouth Response to AT&T 1st Request, Item 1 | 905230 |
| 412 | Undated | BellSouth Response to AT&T 1st Request, Item 1 | 905279 |
| 413 | Undated | | 905282 |
| 414 | Undated | BellSouth Response to AT&T 1st Request, Item 1 | 905285 |
| 415 416 | Undated Undated | BellSouth Response to AT&T 1st Request, Item 1 BellSouth Response to Florida Studies Provided In Response to PSC Order | 905680 |

| | 417 | 6/14/96 | Fax from K. Milner to P. Nelson | 905956 |
|------|---------------|-----------------|--|---------|
| | 418 | 6/18/96 | Resale/All | 905971 |
| | 419 | 6/18/96 | Resale/Obtainable-Pending-Escalated | 906020 |
| | 420 | 6/18/96 | Resale/Agree | 906050 |
| | 421 | 6/19/96 | Issue Data submitted by C. Weekley re. Response Letter | 906072 |
| | 422 | 6/22/96 | Letter from R. Barretto to C. Taber | 906082 |
| | 423 | 6/30/96 | Resale/All | 906127 |
| | } | 7/1/96 | Notes from D. Lee | 906234 |
| | 424 | | Issue Data BellSouth Position | 906306 |
| | 425 | Undated | | 300034 |
| | 426 | 3/28/96 | AT&T/BST Local Interconnection Negotiations | 300273 |
| | 427 | 4/2/96 | AT&T/BST Local Interconnection Negotiations | 300313 |
| | 428 | 4/9/96 | AT&T/BST Local Interconnection Negotiations | |
| | 429 | 4/17/96 | AT&T/BST Local Interconnection Negotiations | 300327 |
| | 430 | Undated | Timelines to Document Agreement | 300345 |
| | 431 | 4/22/96 | AT&T/BST Local Interconnection Negotiations | 300363 |
| | 432 | | AT&T/BST Local Interconnection Negotiations | 300368 |
| | 433 | 5/1/96 | AT&T/BST Local Interconnection Negotiations | 300371 |
| _ | 434 | 5/1/96 | AT&T/BST Local Interconnection Negotiations | 300372 |
| | 435 | Undated | BellSouth Tennessee Resale Study | 300450 |
| XVII | 436 | 5/30/96 | Florida Cost Study | 700000 |
| | | | Executive Team Meeting Minutes | 400000 |
| XVI | 437 | Various 7/45/06 | Letter from J. Carroll to S. Schaefer | 400218 |
| ΧI | 438 | 7/15/96 | | 400220 |
| | 439 | 7/16/96 | Letter from J. Carroll to S. Schaefer | 1700220 |

URGENT FAX

Date 6/5/96

Number of pages including cover sheet

4

TO:

Robert Oakes

Phone

404 810-8286

Fax Phone

404 810-3131

TO:

Vic Atherton

Phone

205 977-5042

Fax Phone

205 977-7222

TO:

Jerry Latham

Phone

205 977-1070

Fax Phone

205 977-8241

Paper Copy to:

Keith Milner

FROM:

Suzie Lavett

BellSouth

Telecommunications

Phone

404 529-7496, or

205 977-0104

Fax Phone

404 420-0031, or

205 977-0164

CC:

REMARKS:

☐ For your review

☐ Reply ASAP

☐ Please Comment

June 5, 1996

Robert Oakes AT&T 1200 Peachtree St., NE Atlanta, GA 30309

Dear Robert,

Attached is a draft of the matrix we developed during our May 30, 1996, meeting. Please provide any comments to me by end of day Friday, June 7, 1996.

Following are the action items we agreed to during that same meeting:

- 1. Remove AT&T's view of BST's position from the "Status" column by June 6, 1996. (Oakes)
- ✓ 2. Provide AIN position by end of day Monday, June 3, 1996. (Lavett) (provided)
- ✓ 3. Respond to AT&T's NID proposal, tentatively by June 6, 1996. (Milner) (provided)
 - 4. Respond to AT&T's request regarding system enhancements to support unbundled Loop Distribution, tentatively by June 6, 1996. After the meeting it was determined that Vic Atherton will take this action item and that the due date cannot yet be determined.
 - 5. Respond to AT&T's proposal to resolve Loop Multiplexer/Concentrator issue, tentatively by June 6, 1996, via one of the following. After the meeting this due date was determined to be June 11, 1998. (Milner)

Copper Pair Hair Pin VRT Dedicated T1

6. Clarify Transport, Operator Services and Directory Services needs, possibly rewriting Dedicated Transport, Operator Services and Directory Services to reflect AT&T's requirement when those services are purchased from BST. AT&T's request that traffic from a BST port be routed to AT&T transport or to an AT&T platform (e.g. Operator Services) will be reflected in the AT&T's Local Switching need. The goal here is clarify all needs that are impacted by the Port routing issue by June 6, 1996. (Oakes)

OC2100

7. Move the "Status" for the following elements over to the "BellSouth Position" column by June 6, 1996. (Oakes)

SS7 Message Transfer & Control Signaling Link Transport SCPs/Databases Tandem Switching.

- 8. Provide BellSouth position for Physical Collocation and Rights of Way by June 6, 1996.(Lavett)
- 9. Provide input regarding BellSouth's position for other AT&T UNE elements by June 6, 1996. (Atherton)

Please let me know if you have any questions regarding the above information.

Sincerely,

Suzie Lavett

cc: Keith Milner Vic Atherton Jerry Latham

AT&T Unbundled Network Elements Requirements Technical feasibility Status - DRAFT

| Category: | Loop | Switching | Transport | SS7 Signaling | Operator/ DA | Databases | AIN |
|---|---|--|---|--------------------------|--------------------------------------|-----------------------------------|--|
| BST Offering | Metallic Loop Non-integrated Digital Loop Opens ~ 85% of Market Today | Port including access to BST Operator, DA, Repair and InterOffice Facilities Tandem Switching Data Switching (PulseLink) | Special Access, dedicated point-to-point Channelization Systems Digital Cross-connect System (FlexServ) | • Link Transport to STPs | Stand Alone With AT&T Switch | • 800 • DA • LIDB • E911 | Service Creation Platform (DesignEdge) |
| Additional Elements: AT&T/BST Agree Technically Feasible | It appears that AT&T's Loop Feeder needs can be met by existing Special Access oferings. | | | • Signaling "HUB" | | | Access to AIN Triggers |
| Additional AT&T Requirements: BST Does Not Agree Are Fechnically Feasible | Integrated Digital Loop Carrier Network Interface Device (NID) NOTE: On 6/4/96, BST agreed to provide, upon request, a separate NID at AT&T's request. Loop Distribution Loop Multiplexer/ Concentrator | Stand alone local switching without BST Operator, DA, Repair, IOF. Routing to AT&T platforms (repair, operator, DA) and AT&T transport Data Switching (PulseLink) "Partitioning" | Digital Cross- connect System (FlexServ) "Partitioning" | | Branded AT&T With BST Port | Detailed Tracking | |

BELLSOUTH°

Resale Ordering Guidelines

Local Interconnection

Changes to Resale Guide

| Date | Page # | Change |
|--------|--------|--|
| 6-5-96 | 7 | Added explanation concerning account team support |
| | | Deletions and additions to account team names |
| | 9 | Delete name of Director |
| | 17 | Added contact number for BeilSouth |
| | | Wording change to clarify process for securing # and access code |
| | 18 | Form modified to clarify only 1 telephone number should be provided |
| | 19 | Changed header to 'directory' to clarify printed listing issue |
| | 22-23 | New information re: CCP |
| | 25 | Wording change to clarify use of form |
| | 26 | Added verbiage to clarify U.S. Mail permissible |
| | 28 | Added text concerning use of the field 'VER' |
| | | Clarification on FAX # |
| | 29-30 | New information re: 'Special Number Assignments' |
| | 39 | Added text concerning use of the field 'VER' |
| | | Clarification on FAX# |
| | 41 | Added text concerning use of the field 'VER' |
| | | Clarification on FAX# |
| | 42-43 | New information re: 'Special Number Assignments' |
| | 48 | Added text concerning use of the field 'VER' |
| | | Clarification on FAX# |
| | 55 | Added text concerning use of the field 'VER' |
| | | Clarification on FAX# |
| | 58 | Form modified to add 'Special Number Assignment' items in Section B |
| | 60 | Form modified to add new 'blocking' items |
| | 63 | Form modified to add 'Special Number Assignment' items in Section B |
| | 66 | Form modified to add new 'blocking' items |
| | 72 | Added verbiage to clarify U.S. Mail permissible |
| | 73 | Clarification on FAX # |
| | 76 | Added 'Premise Visit Requirements' |
| | 77-78 | Deleted some services from lists of Complex Services |
| | 79 | Missed Appointments - 'Customer' changed to 'End User' for clarification |
| | | New Category - Service Jeopardies |
| | 81-85 | New Section - Reserving POTS Telephone Numbers |
| 1 | 86-87 | |
| | 92-95 | |
| | 96-100 | New Section - IntraLata Reduced Rates for End Users with Disabilities |

OLEC-to-BELLSOUTH ORDERING GUIDELINES

RESALE

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GENERAL INFORMATION

Introduction

Purpose

This handbook provides guidelines to Other Local Exchange Companies (OLECs) for ordering service(s) from BellSouth. It is in no way intended to create, nor does it create, a binding agreement or contract of any kind. The terms and conditions under which BellSouth provides services are set forth in the Company's tariffs, which have been or will be filed with and approved by each state's Public Service Commission. In addition, other terms and conditions of the parties' relationships may be specified by separate contracts. Nothing in this handbook is intended to supersede the requirements outlined in the state specific tariffs or contracts.

Key Acronyms LCSC - BellSouth's Local Carrier Service Center OLEC - Other Local Exchange Carrier/Company

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| Updates to the Hand | lbook |
|---------------------|--|
| How to Receive | This handbook may be reproduced only for your Company's exclusive use and should be retained for future reference. The handbook will be updated and periodically reissued, and can be mailed directly to you. The form below should be used to provide the mailing address for updates, as well as future address changes. |
| Update Form | CHECK ONE: |
| | MAILING ADDRESS FOR UPDATES |
| | CHANGE MAILING ADDRESS |
| | COMPANY: |
| | ADDRESS: |
| | |
| | CITY, STATE: |
| | ZIP CODE: |
| | NAME: DATE: |
| | TELEPHONE: (|
| Mailing Address | Local Carrier Service Center (LCSC) BellSouth Room D-20 5147 Peachtree Industrial Boulevard Chamblee, GA. 30341 |

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Facsimile Number

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This form may also be faxed to 800-872-7059.

Account Team

Purpose

The OLEC account team provides the following services:

- Customer Education (i.e., how to do business with BellSouth)
- Technical Assistance
- General Problem Resolution (i.e., customer advocate)
- Tariff Interpretation
- Rate Quotations
- Major Project Coordination
- Customer Notification Letters (i.e., new services, BellSouth re-arrangements, such as NPA splits, etc.)
- LIDB Contract Negotiations
- Enhanced Billing Options Negotiations
- Initial Contact/Negotiator for Complex Services including, but not limited to:
 - Megalink® / HiCap
 - ESSX®
 - DDAS
 - Co-Location
 - FlexServ®
 - Accupulse®
 - Native Mode Lan Interconnect (NMLI)
 - Frame Relay
 - Pulselink
 - Lightgate®
 - SmartRing®
 - SMARTPath®
 - Connectionless Data Service (CDS)
 - Video/Audio
 - Sychronet®
 - ISDN

OLEC ACCOUNT TEAM

OLECs which are a part of, or affiliated with, the MCI and AT&T Interexchange Carrier families will be supported by their existing account teams. The contact numbers are provided in the "Guide to Access".

All remaining OLECs will be supported by the following account team:

| | | Office | Pager |
|----------------|-------------------|--------------|--------------|
| Rich Dender | Account Manager | 205-977-5966 | 800-729-1371 |
| Wade Johnson | Account Executive | 205-977-8955 | 800-680-2053 |
| Pinky Reichert | Systems Designer | 205-977-1755 | 800-729-1384 |

Mailing Address BellSouth

3535 Colonnade Parkway

Room E4E1

Birmingham, AL 35243

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Local Carrier Service Center

Purpose

The Local Carrier Service Center (LCSC) provides a central point of contact for processing Other Local Exchange Carrier (OLEC) orders for BellSouth tariffed services.

Responsibility

The LCSC is your point of contact for ordering local service. The LCSC will direct you to the appropriate person or department for assistance with matters outside the scope of service provided by the LCSC.

The LCSC provides the following services for its customers:

- Negotiate and coordinate all service order activity.
- Handle billing inquiries, payment arrangements, general questions and assistance.

LOCAL CARRIER SERVICE CENTER (LCSC)

Telephone Numbers

Office...... 800-872-3116

Local Service Requests, LSR Questions, Billing Inquiries & General Assistance

All Forms

Supervisors

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Managers

Mailing Address

Local Carrier Service Center (LCSC)

BellSouth Room D-20

5147 Peachtree Industrial Boulevard

Chamblee, GA 30341

Hours of Operation 8:30 AM to 5:00 PM EST (Hours will be adjusted as required)

Monday - Friday

Holidays Observed New Years Day Memorial Day

Independence Day

Labor Day

Thanksgiving Day Christmas Day

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APPLICATION FOR LOCAL SERVICE REQUIREMENTS

Summary of Items Required Prior to Processing Orders for Local Service This section provides information concerning the items required prior to the Local Service Center Processing of orders.

- 1. Proof of PSC/PUC Certification
- 2. Proof of Tax Exempt Status (if applicable)
- 3. Operating Company Number (OCN)
- 4. Blanket Letter of Authorization (LOA)
- 5. OLEC Contact Numbers Form
- 6. Master Account Application
- 7. Disposition of LIDB Contract Negotiations (See Master Account Application)
- 8. Contract (In the absence of an approved local interconnection state tariff)

All of the required items should be provided along with the Master Account Application. No orders can be processed until all requirements are satisfied.

Note:

In addition to the items provided above, each OLEC should negotiate through the account team for the type of billing records, including format, desired.

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Application for Local Service Requirements (continued)

Certification Definition

Certification is the process by which the state PSC/PUC authorizes

an OLEC to conduct business in a particular state.

Certification **Process**

The OLEC should contact the state PSC/PUC to determine the

requirements for certification.

Proof of Certification The OLEC must provide proof of certification to the LCSC. The LCSC will be unable to provide service to any company not meeting the appropriate PSC/PUC certification process. This proof of certification should be provided with the **Master Account Application** (provided in this section). If proof of certification is not provided with the application,

it must be submitted before any orders can be processed.

Proof of Tax Exemption

The OLEC must provide tax exemption certificates, as applicable, for federal, state, county, local, or other taxes. If proof of tax exemption is

not provided, the OLEC will be billed the applicable taxes.

Operating Company Number

The OLEC must provide BellSouth with the four (4) digit Operating Company Number (OCN) assigned by the National Exchange Carrier Association (NECA). An OCN application is included on the following page to assist in obtaining the number from NECA. Service requests

cannot be processed without an OCN.

Blanket Letter of Authorization The OLEC must complete the Blanket Agency Agreement Letter provided in this section prior to the processing by the LCSC of Local Service Requests (LSRs) involving existing BellSouth end users. The Blanket

Agency Agreement does not relieve the OLEC of securing and

maintaining end user authorization. BellSouth may request a copy of the

end user authorization in the event of an end user dispute.

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Application for Local Service Requirements (continued)

LIDB Contract

BellSouth's Line Information DataBase (LIDB) is described later in this guide under the section 'Service Restrictions'. The LCSC must be notified concerning the disposition of negotiations for LIDB storage agreements. On the Master Account Application, please check the appropriate boxes to indicate that you have received details concerning LIDB and that you are participating or have declined participation.

Contract in the Absence of Approved State Tariffs

In the absence of an approved BellSouth state local interconnection tariff for OLECs, a contract (or a Letter of Intent) between the OLEC and BellSouth is required prior to service order processing. A copy of this contract must be provided with the Master Account Application.

The contact for contract negotiations or questions is Bob Scheye at 404-420-8327.

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BELLSOUTH MASTER ACCOUNT APPLICATION

OTHER LOCAL EXCHANGE COMPANY

| Reseller Facilities Based Carrier | Tax Exemp | pt | Tax Code | State |
|--|---|-----------|-------------------------------------|-------------|
| ertificate of Authority Attached Yes | No | Estimated | Average Monthly Bill | |
| Company Name/Operating Company Number | | | | |
| City | | State | ZIP | |
| Corporate Address | | State | ZIP | |
| Billing Address City | | | ZIP | |
| Contact Name & Telephone # for: Billing Orders Other | | <u>-</u> | Telephone # (| |
| CREDIT INFORMATION | | | | |
| Previous BellSouth Service Telephone # (| | <u>-</u> | Last Date of Last Date of | Service// |
| Other Current BellSouth Service Telephone # (☐ Yes ☐ No Telephone # (| | | | |
| Ownership | |)- | - SSN | |
| ☐ Individual ☐ Partnership Name | Tel# (| | | |
| Name | | | | |
| ☐ Individual ☐ Partnership Name Name Name | Tel # (| | SSN | |
| Name | Tel # (| <u>_</u> | SSN | |
| Name | Tel # (Tel # (Tel # (| | SSN SSN SSN | |
| Name Name Name Corporation President | Tel # (Tel # (Tel # (Tel # (| | - SSN - SSN - SSN - SSN | |
| Name | Tel # (| | - SSN - SSN - SSN - SSN - SSN - SSN | |

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COMPANY CODE REQUEST FORM

| CONTACT INFORMATION | |
|------------------------------|---|
| REQUESTOR'S NAME | TELEPHONE NUMBER |
| ADDRESS | FAX NUMBER |
| | DATE OF REQUEST |
| COMPANY INFORMATION | |
| COMPANY NAME | |
| ADDRESS OF CORPORATE HEADO | QUARTERS |
| STATE(S) IN WHICH COMPANY OF | PERATES |
| TYPE OF SERVICE COMPANY PRO | OVIDES (e.g., Wireless, Local Exchange) |
| NECA MUST BE NOTIFIED OF ANY | Y MERGERS/ACQUISITIONS AND/OR NAME CHANGES. |
| ONE CODE FOR THE OVERALL CO | E THAN ONE STATE MAY BE ASSIGNED MULTIPLE CODES, OMPANY AND AN ADDITIONAL CODE FOR EACH STATE IN S. COMPANIES OPERATING IN ONLY ONE STATE WILL BE |

PLEASE ATTACH LETTERS OF INCORPORATION OR CERTIFICATION BY THE STATE PUBLIC UTILITIES COMMISSION AUTHORIZING THIS COMPANY TO PROVIDE TELECOMMUNICATIONS SERVICE AS PROOF OF THE COMPANY'S EXISTENCE.

RETURN FORM TO:

KRISTIN BEFORD-SANTORO

NECA

100 S. JEFFERSON ROAD WHIPPANY, NJ 07981 TEL # (201) 884-8355 FAX # (201) 884-8469

BLANKET AGENCY AGREEMENT LETTER for LOCAL SERVICE PROVIDERS

| I am ar | official of (Company) | and am authorized to commit my | |
|--|--|---|----|
| compa | ny to the conditions stated herein: | | |
| 1. | (Company) | will not submit any requests or inquiries for Resale or | |
| Facility | Based local service provisioning under Blanket | Agency Agreement procedures to BellSouth for which it | |
| does no | t have proper authorization from the End User up | pon whose behalf service is offered. | |
| 2. | (Company) | has entered into an agreement to provide local | |
| service | for the End User. | | |
| 3. | The agreement between (Company) | and the End User provides | |
| that the | (Company) | is solely responsible for representing the end us | eT |
| in all re | quests relating to local service. The agreement b | petween (Company) ar | ad |
| the End | User holds the End User responsible to (Compa | ny)for all | |
| charges incurred on the End User's behalf for local service. However, (Company) | | | |
| is responsible to BellSouth for all charges that may be incurred in connection with service requests for End Users | | | |
| regard) | ess of whether the End User meets payment respo | onsibilities to (Company) | |
| 4. | The End User will deal directly with (Company | /)on all inquirie | :s |
| concerning their Local Service. This may include, but is not limited to, billing, repair, directory listings, and | | | |
| numbei | portability. | | |
| 5. | BellSouth is authorized to release all information | on regarding the End User's local service to | |
| (Comp | my) | | |
| 5. | In the event that the End User challenges action | taken by BellSouth as a result of the above mentioned | |
| service | requests, (Company) | will provide evidence of proper End User | |
| authorization and indemnify and hold harmless BellSouth for any damages or losses, including but not limited to | | | |
| unauthorized change charges, resulting from (Company) preparation and | | | |
| submission of service requests for which it did not have proper End User authorization | | | |

Blanket Agency Agreement Letter for Local Service Providers

| 7. | In the event that the End User challenges billing which resulted from local service requests submitted to | | | |
|--------|---|--|--|--|
| BellS | outh by (Company) | under this Blanket Agency Agreement, then | | |
| (Com | pany) | will indemnify and hold harmless BellSouth for any damages, | | |
| losses | s, costs and attorney's fees, if an | y, arising from BellSouth provisioning and maintenance of the End User's | | |
| local | service due to errors in the orde | ring of said service by (Company) | | |
| 8. | In the event that the End Use | er disputes actions taken by BellSouth as a result of a submission by | | |
| (Com | pany) | of a service request for disconnection or termination of a | | |
| previ | ously submitted local service rec | quest for which it did not have proper End User authorization, then | | |
| (Com | pany) | will indemnify and hold harmless BellSouth for any damages, losses, | | |
| costs | and attorney's fees, if any, resul | lting from said dispute. | | |
| 9. | This Agreement shall contin | aue in effect unless canceled by prior written notice by BellSouth or | | |
| (Com | ipany) | thirty (30) days prior to the effective date of cancellation. | | |
| Canc | ellation shall not release or limit | any matters occurring prior to the cancellation of this Blanket Agency | | |
| Agre | ement. | | | |
| | | | | |
| | Signature of Officer | | | |
| | Title of Officer | | | |
| | Company Name | | | |
| | Date | | | |

Contact Number for Misdirected OLEC End Users

BellSouth requires a single number which may be used by BellSouth for referring misdirected end users to an OLEC. If an end user calls a BellSouth Business Office or Repair Center in error, the end user will be referred to the single number provided by the OLEC.

The form on the next page should be used to submit these numbers to the LCSC along with other required documents. In addition, the name, title, address, and telephone number of the person providing the information should be included.

Contact Number for Misdirected BellSouth End Users

OLECs may use the following number to refer BellSouth end users who dial an OLEC in error to BellSouth for assistance.

800-282-9973

Contact Number for Customer Name and Address Information

BellSouth will provide Customer Name and Address (CNA) information to aid OLECs in the investigation of toll calls placed by OLEC end users to BellSouth end users. The OLEC will require a special telephone number and unique access code to utilize the service. The telephone number and an access code will be provided by LCSC after the Master Account Application is processed.

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OLEC - Contact Number

BellSouth Fax #: 800-872-7059 A. OLEC Name B. Single Point of Contact Telephone Number to be Provided to OLEC End Users Contacting BellSouth in Error. Check the State(s) and Provide the Appropriate Number. ☐ Alabama ☐ North Carolina Louisiana ☐ Florida South Carolina ☐ Mississippi ☐ Georgia Tennessee Information Provided By: Address Telephone Number

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Directory Front Pages Listing Information Business telephone numbers for each Local Service Provider can be listed at no charge on a generic page in the "Front Pages" of BellSouth printed directories. For additional details, contact BellSouth Advertising & Publishing Corporation (BAPCO):

> Jan Kibler 404-320-5209

> > 007453

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Forms of Security

Credit Policy

Before a new account can be established, the LCSC must be provided with information to determine deposit and advance payment requirements. The **Master Account Application** (at the end of this section) should be prepared and submitted to the LCSC. This will be required before orders can be processed.

BellSouth may require the OLEC to provide proof of satisfactory credit with BellSouth or pay a deposit and/or an advance payment prior to processing service requests. BellSouth will accept an irrevocable Bank Letter of Credit or a Surety Bond in lieu of a deposit.

Deposits

A deposit is a sum of money or security obtained from a customer to be held by BellSouth to assure payment of an account. The deposit amount is based on an average two months total billing and is refundable with interest after satisfactory credit has been established with BellSouth.

Deposits may be requested in connection with either new or existing service as a means of protection against lost revenue. Accounts will be routinely reviewed and increased deposits will be requested on accounts, if appropriate.

Deposits for OLEC accounts cannot be combined with, precluded by, or covered by deposits for other BellSouth services.

Surety Bonds

A Surety Bond is an obligation which states that a security company guarantees payment of accounts in the event of default by the bonded customer. The bond must be obtained from a security company which meets all BellSouth standards.

Forms of Security (continued)

Bank Letter of Credit

A Bank Letter of Credit is a document issued by a financial institution which guarantees a specific amount of money will be paid upon request.

Many banking institutions use a standardized form and others may issue an individual letter. Both types are acceptable; however, the Bank Letter of Credit must clearly state or include the following information:

- The identity of the customer covered by the letter of credit.
- The beneficiary of the Letter of Credit is BellSouth. The word 'beneficiary' is highly preferred but not required; there must at least be clear language stating the letter of credit is in favor of, or for the benefit of BellSouth.
- The Bank Letter of Credit is irrevocable.
- It is a letter of credit drawn on (name and location of bank).
- The specific amount of credit extended.
- The termination date or procedure for termination.
- Partial drawings are permitted.
- The procedure for collecting.
- Any processing and/or examination fees charged to BellSouth by its
 collecting bank will be added to any OLEC unpaid amounts and
 deducted from the amount secured by the letter of credit.
- The letter must be dated and must bear the signature and title of an authorized officer of the bank.

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BellSouth to OLEC Communication

BellSouth will use the Customer Communication Process (CCP) to communicate to the OLECs regarding: new products, services, features; major tariff changes; process changes; BellSouth service affecting network rearrangements such as NPA splits, central office conversions, area transfers, assignment of new central point codes; equipment upgrades; tandem diversity; etc. The CCP is a "letter" (example on the following page) process and is administered by the Interconnection account team.

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OLEC-to-BELLSOUTH ORDERING GUIDELINES RESALE

SAMPLE CCP LETTER

SN91081074

April 18, 1996

TO:

All Interconnection Customers

SUBJECT:

407/561 NPA Split in South Florida May 13, 1996

Effective May 13, 1996, BellSouth will be splitting the current 407 NPA to create a new NPA of 561. This conversion will have one significant difference from other recent NPA Splits. CABS Billing Account Numbers (BANs) in the South Florida portion (Southeast LATA) of the current 407 NPA area will be changed to 561 for active "live" accounts. This is being done to allow BellSouth to eliminate a limitation that now exists in our BAN assignment process for Florida accounts.

The NPA for 407 accounts that are currently served by our South Florida (Miami) processing site will convert to the new 561 NPA. All 407 accounts that are served by our North Florida (Jacksonville) processing site will be unaffected.

Following the split, and for the remainder of 1996, our plans are to not reassign discontinued 407 account numbers from South Florida to North Florida. This will allow time for final billed accounts to age off the system in South Florida. We will stop assigning '407' in the South Florida area, and will use 561, 954, or 305 for these accounts. We will continue to assign 407 to BANs in North Florida.

Payments and adjustments posted to an account prior to its conversion will remain on the 407 account. It will be necessary to refer to the 407 BANs associated with the rendered bills when retrieving historical information from converted accounts. Payments and adjustments, on bills issued before the conversion, that are received after the conversion for previous 407 accounts will be transferred to the new 561 account.

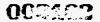
We realize that this is a change from our normal approach of not changing BANs for NPA splits, however, our customers will be better served by BellSouth's changing South Florida 407 accounts to 561 accounts, creating another series of BANs that will be available in an area that now must share the one 407 NPA.

If you have questions concerning this NPA Split, please contact your BellSouth Account Team Representative, your Interconnect Customer Support Center (ICSC), or Bill Sanders, Interconnect Customer Support Project Manager at (205) 977-0123.

Sincerely,

ORIGINAL SIGNED BY SANDRA HUNT

Richard B. Robertson Marketing Vice President



Customer Service Record Requests

As stated later in 'Service Request Procedures', in certain situations a copy of the existing Customer Service Record will be provided to the OLEC. This will be provided to assist the OLEC in verifying information which has been provided by the end user. If an OLEC desires a copy of a Customer Service Record (CSR) prior to submitting an LSR, the OLEC must provide BellSouth a copy of an end user LOA (Letter of Authorization). A form letter which should be used for this purpose follows this page.

FORM - LETTER OF AUTHORIZATION

This letter should be faxed to the LCSC as a request for a BellSouth Customer Service Record.

| Date: | |
|--------|--|
| TO: | BellSouth Local Carrier Services Center |
| The u | ndersigned appoints (Company) |
| as age | nt to request my private BellSouth Customer Service Record in anticipation of converting |
| to (Co | mpany) for the provision of local service. |
| BellSo | outh may deal directly with my Agent and provide the requested records. |
| FRON | f: Customer Name: |
| | Customer Service Address: |
| | |
| | |
| | Main Account Telephone Number: |
| | Authorized Customer Signature |

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LOCAL SERVICE REQUEST PROCEDURES

Local Service Request The Local Service Request (LSR) is the vehicle which the OLEC will use to request the transfer of local service from BellSouth, or for changes in end user service. The document reflects the information required for order generation and processing.

Note:

The BellSouth OLEC Account Team is the initial point of contact for

complex services (see page 6).

Submitting a

Service Request

Send the LSR to the LCSC via Facsimile or U. S. mail.

Facsimile Number

800-872-7059.



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Local Service Request - Residence

Local Service is ordered using uniform order request forms called Local Service Requests (LSRs). There are two (2) LSR forms; one for Residence local service and one for Business local service. In addition, a residence or business Supplemental Local Service Request (SLSR) will be used to amend or change an end user request after confirmation of processing has been received from BellSouth.

Each request form contains data necessary for switching local service to a new carrier, changing service for an existing local service company customer, or establishing new service for an end user.

The forms are completed by the Other Local Exchange Company (OLEC) and faxed to BellSouth's Local Carrier Service Center (LCSC) for processing. The fax number(s) are on each request form. The LCSC will provide a Firm Order Confirmation response as notification of order issuance and confirmation of the work due date.

These procedures contain the following:

Instructions - Local Service Request - Residence Instructions - Supplemental Local Service Request - Residence

Instructions - Local Service Request - Business Instructions - Supplemental Local Service Request - Business

Exhibits

Local Service Request - Residence Supplemental Local Service Request - Residence Local Service Request - Business Supplemental Local Service Request - Business

Examples - LSRs and SLSRs

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Local Service Request - Residence

The LSR is designed so that only the parts relating to your requested activity need to be completed. For that reason, it is important that the OLEC Name, the End User Account # (unless a new account is being established), the page numbers, the OLEC PON and the Version Identification be completed at the top of each page of the LSR to insure the LCSC has all of your request. A separate LSR must be submitted for each main account number.

Exhibit 1 is a LSR - Residence form. Following are definitions for all requested data.

Date: The date the OLEC submits the LSR to the LCSC.

Page 1 of ____: Enter the appropriate page #s at the top of each page of the LSR submitted.

A. - Other Local Exchange Company

Co/OCN: The Company Name and 'Operating Company Number' for the OLEC submitting the LSR.

PON: The OLEC Purchase Order Number. This number may be up to thirteen (13) alpha numeric characters.

VER: The OLEC Version Identification can be used to indicate a supplement to an existing purchase order number. In the initial transmission this field should be left blank. The next subsequent order should have 'A', the next subsequent order should have 'B', etc.

RPON: A Related Purchase Order Number designates that coordination is required between purchase orders to complete the requested activity. This number may be up to thirteen (13) alpha numeric characters.

Issued By: The name of the person completing the LSR who is responsible for order coordination, related questions, and confirmation of service completion.

Tel #: The telephone number of the person issuing the LSR.

Project: An alpha-numeric code which may be used to link LSRs to a specific project.

Implementation Contact: Identifies the OLEC employee or office responsible for control of installation and completion. This is the person the BellSouth field technician will call with completion notification or problems.

Tel #: The telephone number of the implementation contact.

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Remarks: Available for the issuer to provide any additional information that would assist in order processing.

FAX #: The OLEC's fax number for receipt of the Firm Order Confirmation.

Local Service Request - Residence

B. - Action Requested

When completing the Local Service Request, remember the following: BellSouth Line Based Calling Cards and Grandfathered Services are not available for resale. Certain customized billing arrangements may not be applicable. Refer to the individual state tariffs for availability and description of resale services.

- Establish OLEC Service: The end user does not currently have an account with the OLEC. Check the action requested. Details may be required in subsequent sections of the LSR.
 - New End user does not currently have any local service.
 - Easy Number If an end user requests an easy number, this block should be checked. Normally additional information is not required. However, if the end user specifies a unique digit(s) in the number provide it here. (example XXX-XX55) More details about easy numbers are contained in the section 'Special Number Assignments'.
 - Specific Number If an end user requests a specific number, this block should be checked and the number entered to the right. An end user may specify up to three (3) choices in order of preference for the same charge. More details about specific numbers are contained in the section 'Special Number Assignments'.
 - Switch as is Move this end user's local service to the OLEC with no changes in service, features, directory listings, or equipment.
 - Switch with changes Move this end user's local service to the OLEC with changes in all or some part of their service. Details concerning the changes will be provided as appropriate in later portions of the LSR.
 - Switch with new address Move this end user with existing BellSouth service at one service address to OLEC service at a new location. There may or may not be other changes.
- Existing OLEC Account: The customer currently has an account with the OLEC. Check the change(s) requested. More than one category may be checked. Details will be required in subsequent sections of the LSR.
 - Change Telephone Number(s) Change the end user's existing telephone number(s).
 - Change in Features/Services Add or Delete features or services.

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- Change in Listing or Directory Change the listing or directory instruction.
- Add Telephone Lines Add additional telephone lines to the end user's existing service.
- Easy Number If an end user requests an easy number, this block should be checked. Normally additional information is not required. However, if the end user specifies a unique digit(s) in the number provide it here. (example XXX-XX55) More details about easy numbers are contained in the section 'Special Number Assignments'.

(N)

(N)

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06-05-96

Local Service Request - Residence

(N)

B. - Action Requested (continued)

Specific Number - If an end user requests a specific number, this block should be checked and the number entered to the right. An end user may specify up to three (3) choices in order of preference for the same charge. More details about specific numbers are contained in the section 'Special Number Assignments'.

Move to New Address - Transfer local service to a new service address.

Keep Existing Telephone Number, if possible (Y/N):Does the end user want to carry their existing telephone number to the new service address? Enter Y (Yes) or N (No).

Disconnect Main Acct Tel # - Disconnect the entire end user account. The end user will no longer have local service. If this block is checked, it is not necessary to complete any 'OUT' columns in parts H or I.

Disconnect Additional Line Tel #(s) Only - Disconnect additional telephone numbers only. The main account telephone number will still remain active.

<u>Due Date</u>: This due date section can apply to any 'Action Requested' in either the 'Establish OLEC Service' or the 'Existing OLEC Account' categories.

End User Ready Date: This is the earliest date the end user would be ready for the activity requested.

Offered Due Date: The OLECs will be provided with a list of average intervals to accomplish particular work activities. However, these work activity intervals can vary depending on existing work load, features and services requested and equipment availability. These items can only be determined when the order is processed. The LCSC will make every effort to meet an offered due date (or end user's ready date). Firm commitments should not be made to the end user until a Firm Order Confirmation is received from the LCSC.

Disconnect Date for the Old Address: The end user must provide the date old service is to be disconnected on a change of address order. If the existing telephone number is not being reused at the new location, the end user may request that the existing telephone number remain active at the old location for up to thirty (30) days. If the existing telephone number is being reused at the new location, the end user may also request that the telephone number remain active at both locations for up to thirty (30) days. However, in the latter case, all features and network facilities must be identical at both locations. Availability of features and facilities at the new location is determined as the order is processed.

Emergency Expedite: If an end user has an urgent need for service and the normal offered due date will not meet the end user's special needs, the order can be submitted as an emergency expedite request. Every effort should be made to satisfy the end user with regular work intervals. An expedited order may involve additional special charges. Applicable charges are addressed in the state tariffs.

002103

06-05-96

Local Service Request - Residence

B. - Action Requested (continued)

<u>Premise Access</u>: Access is normally not required for residential activity UNLESS an additional line is being added, or inside wiring or jacks are ordered. Where the Network Interface is located inside a dwelling, access may be needed.

Indicate the end user preference if access will be required for the requested activity. Check the appropriate time from the options on the LSR. If all day, AM or PM are not suitable, enter a four (4) hour interval between 8:00 AM and 6:00 PM (i.e., 11:00 A - 3:00 P).

Access Remarks: Available for the issuer to provide any additional information that is needed for premise access.

007170

Local Service Request - Residence

C. - End User Information

- Main Account Number: The end user telephone number. If there is no existing service, leave this field blank. The new assigned number(s) will be provided by BellSouth in Part D.
- Other Line Numbers on this End User Account: If there are additional telephone numbers associated with the main account number, they should be entered here.
- End User Name: The current end user account name (or desired name if no existing account).
- End User Service Address: The address where service is (or is to be) provided.
- Apt/Bldg/Suite/Lot: Enter the appropriate number and circle the correct designation. If another designation is more appropriate, enter it above the number.
- City/State: The city, village, or township and two digit state postal code for the location where service is located.
- ZIP: The five (5) digit zip code where service is located.

New Address Information for New Connects and Moves to New Address

End User New Service Address: The address where new service is to be provided.

- Apt/Bldg/Suite/Lot: If appropriate for the new service address, enter the number and circle the correct designation. If another designation is more appropriate, enter it above the number.
- City/State: The city, village, or township and two digit state postal code for the new service address.
- ZIP: The five (5) digit zip code where new service is to be located.
- For those rural addresses which may not have a defined postal address, complete the following:
- Route/Box: Enter the appropriate designation to assist in identifying the service location.
- If Unnumbered Address Driving Directions: Provide specific instructions necessary for locating the service address. For example, "From Highway 23, take Highway 190 east. Go 2 miles, turn right on Turner Dr. Go 3 miles, turn left on Miller Rd. Third house on right."
- If Unnumbered Address Former Occupant Telephone Number or a Neighbor's Telephone Number:

 This information is required to assist in identifying the correct cable facilities to provide service to the end user.

Local Service Request - Residence

D. - Firm Order Confirmation

This portion of the LSR will be used by the BellSouth LCSC to confirm that the requested order has been processed and to provide the scheduled date for completion of the requested activity.

- BellSouth Order #: The BellSouth internal order number. This number will be required for tracing the request should there be a need for subsequent activity. There is space for three (3) order numbers if necessary.
- Assigned #: The telephone number(s) assigned to a customer in the case of new service or a number change request. There is space for assigning three (3) numbers. If more are needed, they will be included in the remarks.
- MemoryCall® Access #: If MemoryCall® is ordered, the number which the end user will need to access the system will be provided here.
- MemoryCall® Temporary Password: The MemoryCall® Password which is temporarily assigned by BellSouth. The end user will change this password when they begin using the system.
- RingMaster® I: If RingMaster® I is ordered, the additional number will be shown here.
- RingMaster® II: If RingMaster® II is ordered, the two additional lines will be shown in the lines designated (a) and (b). The (a) and (b) correspond to the listing information provided in Part H-1 under RingMaster® II.
- BellSouth Service Representative: The name of the BellSouth Local Carrier Service Center (LCSC) employee who is responsible for processing the order, order coordination, and confirmation of order completion.
- Telephone Number: The telephone number of the BellSouth Service Representative.
- Remarks: Available for the BellSouth Service Representative to provide any additional information required.
- Order Due Date: The date the requested activity is scheduled to be performed.
- Premise Visit? (Y/N): The LCSC will determine if a premise visit is required and enter Y (Yes) or N (No).
- Time Scheduled: If a premise visit is required, the appointment time will be shown here.

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Local Service Request - Residence

D. - Firm Order Confirmation (continued)

Blg Acct: Each OLEC will have a series of unique billing account numbers assigned which identify the OLEC and are associated with the individual state RAO billing dates for end user telephone numbers. The account number which will be billed for any appropriate charges associated with the LSR will be entered here.

If the Action Requested in Section B is 'Switch as is', 'Switch with changes' or 'Switch with new address', a copy of the current BellSouth Customer Service Record (CSR) will be provided along with the information in Section D, Firm Order Confirmation, of the LSR.

The CSR contains the following information:

- Current billing name and address
- The number of each feature or service the end user subscribes to.
- The monthly recurring charge for each feature or service.
- The USOC code for each feature or service.
- The name/description of the feature or service.

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Local Service Request - Residence

E. - Directory

<u>Directory Listing</u>: One option must be selected for the Main Account Listing.

Listed - A Listed name is in the printed directory and in directory assistance operator records.

This option establishes the end user's main listing. One listing is provided without charge for each non-hunting telephone number.

Non-Listed - The listing does not appear in the printed directory but is available through directory assistance

Non-Published - The listing is not in the printed directory and is not available through directory assistance.

Name: Provide the listing for the main account number as desired (i.e., Last name, first name, middle initial using upper and lower case. When establishing a listing under an existing line in the white pages directory, provide the existing telephone number and show the desired additional listing as it should appear (i.e., children's telephone).

Address: The service address as shown in Part C will be used for the end user listed address unless otherwise specified here. If the address should be omitted from the directory listing, enter NONE.

City/Town: The city/town as shown in Part C will be used for the directory listing unless otherwise specified in this section. If the town should be omitted from the directory listing, enter NONE.

Space is provided for two additional listings for the same main account number or for additional line telephone numbers associated with the main account number. Copies of this section of the form should be made if more listings are needed. There are two groups of items associated with each listing. The first two (2) item group is: Additional Listing or Additional Line Number Listing. One block must be checked to indicate the appropriate listing type.

Additional Listing - An additional listing for the main account telephone number.

Additional Line Number Listing - A listing for an additional telephone line number which is different from the main account number.

The second three (3) item group is: Listed, Non-Listed, and Non-Published. Check the appropriate block for each listing. Definitions are shown above.

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03-29-96

Local Service Request - Residence

E. - Directory Listing (continued)

Listing Change Only: There may be times when the only change requested by the end user is a change in their directory listing. You may choose to submit the stand alone directory listing document (Section E of the Business LSR) in place of pages 1 and 2 of the residence LSR. When the end user is a residential account, it is not necessary to complete Columns (7) and (8) on the stand along listing document.

Directory Delivery Address

Provide address information here only if delivery is requested at an address which is different from the service address.

Number of Directories Requested

Residential end users receive one (1) white and one (1) yellow page directory per account. If requested, residential end users may receive up to three (3) directories per account.

Orders for additional or replacement directories may be placed by either the OLEC or the end user as follows:

Local Directories - (No charges)

800-422-1955

Foreign Directories - (Outside of the local service area, charges will apply)

800-682-4000

BAPCO will bill charges directly to the OLEC or the end user, as appropriate.

Note: To discuss bulk delivery of directories, contact Jan Kibler, BAPCO, at 404-320-5209.



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Local Service Request - Residence

F. - Intercept

The 'Action Requested' in Part B of the LSR drives the appropriate announcement. If the customer requests an intercept announcement different from the one which would automatically be selected, enter the code for the desired announcement. We will manually force the announcement. For example, normally a change to a non-published telephone generates Announcement 05. Many times an end user changing from a current Non-Pub to a new Non-Pub will request Announcement 21. Intercept announcements for residence lines continue for a maximum of ninety (90) days.

| Code | Announcement |
|------|--|
| 00 | |
| 00 | Changed to a Non-Listed Number The number was been about the state of |
| | The number you have reached (Dialed Number) has been changed to a non-listed number. If you |
| | need more information, please call Directory Assistance. |
| 03 | Disconnected |
| | The number you have reached (Dialed Number) has been disconnected. No additional information is |
| | available about (Dialed Number). |
| 05 | Changed to a Non-Published Number |
| | The number you have reached (Dialed Number) has been changed to a non-published number. No |
| | additional information is available about (Dialed Number). |
| 08 | Suspend for Non-Payment |
| | The number you have reached (Dialed Number) has been temporarily disconnected. No additional |
| | information is available about (Dialed Number). |
| 21 | Changed to New Published Number |
| | The number you have reached (Dialed Number) has been changed. The new number is (New |
| | Number). Please make a note of it. |
| 23 | Changed to New Toll Free Number |
| | The number you have reached (Dialed Number) has been changed. The new number is toll free. Please dial |
| | one plus (New Number). |
| 25 | Changed from Toll Free Number |
| | The number you have reached (Dialed Number) has been changed. The new number, which is no longer |
| | toll free, is (New Number). Please make a note of it. |
| 26 | Emergency Agency Changed to 911 |
| | The number you have reached (Dialed Number) has been changed. The new emergency number is 911. |
| | Please make a note of it. |
| 31 | Disconnected with Reference of Calls |
| | The number you have reached (Dialed Number) has been disconnected. Calls are being taken by (New |
| | Number). |
| 51 | Temporary Disconnect at the Customer's Request |
| | The number you have reached (Dialed Number) has been temporarily disconnected at the customer's |
| | request. Calls are being taken by (New Number). Please make a note of it. |
| 81 | Changed to More Than One New Number with Split Reference of Calls |
| | The number you have reached (Dialed Number) has been changed. If you are calling (Called Party 1), the |
| | new number is (New Number). Please make a note of it. If you are calling (Called Party 2), the new |
| | number is (New Number). Please make a note of it. |

The most frequently used announcements are shown in bold text.

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Local Service Request - Residence

G .- Multi-Line Requests

If the end user main account has additional line numbers in Part C, enter a Yes (Y) if the action requested in Part B should be applied to all of the telephone lines. If the requested action should not be applied to all of the telephone lines, enter a No (N) and explain how the other lines should be treated.

H-1 & 2. - Order Details

These two (2) pages are the forms needed to provide specific information concerning the Line and Line Features; Inside Wiring and Jacks; and Features and Services the end user desires by telephone line number. It will be necessary to provide separate ordering sheets for each number for which you are placing an order.

At the top left of sheets H-1 and H-2 are two (2) blocks. The first is labeled 'End User Main Account #'. This information should always be provided (except in the case of a new listing with no number at the time the order is placed). This number, along with the OLEC PON, will ensure that all portions of the LSR are correctly associated. IF the items being ordered are for the End User Main Account #, the block should also be checked.

<u>IF</u>, the items being ordered are for an Additional Telephone Line Number, the End User Main Account # should be entered but the block should not be checked. The Additional Telephone Line Number should be completed and the block checked.

When the telephone numbers are not known and more than one additional telephone line numbers are being ordered, an indicator should be placed after the 'Additional Telephone Line Number' to ensure the correct items are associated with the appropriate number.

| Example: | ☐ End User Main Account # | <u></u> | |
|----------|-----------------------------|---------|-----------------------------|
| | Additional Telephone Line # | <u></u> | (1st, 2nd add'l line, etc.) |

The body of section H-1 and H-2 provides a check-off list format to install (IN) or delete (OUT) any items needed or desired for local telephone service. Effort was make to list the items in the order required when dealing with the end user. First items related to 'Line and Line Features'; then items relating to installation under 'Inside Wiring and Jacks'; and finally vertical services in 'Features and Services'. Section H-2 includes features and services which are available for residential service but are infrequently ordered.

If an account is being disconnected, it is not necessary to show each item 'OUT'. Checking the 'Disconnect Main Account #' item in Part B on page 1 of the LSR eliminates the need for additional information. Only when an end user is actually changing features is it necessary to indicate when any existing features are being discontinued (OUT).

Not all features listed on the LSR are available for resale in every state. Refer to the state tariffs for availability and descriptions.

03-01-96

Supplemental Local Service Request - Residence

There will be times when it is necessary to change an LSR after the order has been processed. In these cases, a supplemental request will be issued. This alerts the LCSC to recall the original order(s) to make the appropriate changes. Exhibit 2 is a Supplemental Local Service Request - Residence (SLSR). Following are definitions for all requested data.

A. - Other Local Exchange Company

Co/OCN: The Company Name and 'Operating Company Number' for the OLEC submitting the SLSR.

PON: The OLEC Purchase Order Number. This number may be up to thirteen (13) alpha numeric characters.

VER: The OLEC Version Identification can be used to indicate a supplement to an existing purchase order number. In the initial transmission this field should be left blank. The next subsequent order should have 'A', the next subsequent order should have 'B', etc.

RPON: A Related Purchase Order Number designates that coordination is required between Purchase Orders to complete the requested activity. This number may be up to thirteen (13) alpha numeric characters.

Issued By: The name of the person completing the SLSR who is responsible for order coordination, related questions, and confirmation of service completion.

Telephone Number: The telephone number of the person issuing the SLSR.

Project: An alpha-numeric code which may be used to link SLSRs and LSRs to a specific project.

FAX #: The OLEC's fax number for receipt of the Firm Order Confirmation.

B. - Action Requested and Remarks

This section is used to explain what change has been requested by the end user and how it coordinates with the original order.

C.- End User

Account Number: The end user telephone number.

BellSouth Order #(s): The BellSouth Order #(s) provided in Part D of the original Local Service Request.

This is essential for locating the order in our system insuring necessary coordination with that order.

Current Due Date: Provide the current due date on the order you are issuing a supplement for. This will facilitate prioritization of the SLSRs received.

Other Line Numbers: If there are additional telephone numbers associated with the main account number, they should be entered here.

06-05-96

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Supplemental Local Service Request - Residence

D. - Firm Order Confirmation

This portion of the LSR will be used by the BellSouth LCSC to confirm that the requested order has been processed and to provide the scheduled date for completion of the requested activity.

- BeilSouth Order #: The BeilSouth internal order number. This number will be required for tracing the request should there be a need for subsequent activity. There is space for three (3) order numbers if necessary.
- Assigned #: The telephone number(s) assigned to a customer in the case of new service or a number change request. There is space for assigning three (3) numbers. If more are needed, they will be included in the remarks. If additional lines are being ordered on the Supplemental LSR, remember to include the listing and Premise Access information in Part B, if required.
- MemoryCall® Access #: If MemoryCall® is ordered, the number which the end user will need to access the system will be provided here.
- MemoryCall® Temporary Password: The MemoryCall® Password which is temporarily assigned by BellSouth. The end user will change this password when they begin using the system.
- RingMaster® I: If RingMaster® I is ordered, the assigned number will be shown here. If RingMaster® is added on the Supplemental LSR, the directory listing information should be included in Part B.
- RingMaster® II: If RingMaster® II is ordered, the additional numbers will be shown in the lines designated (a) and (b). If RingMaster® II is added on the Supplemental LSR, the directory listing information should be included in Part B. Remember to identify the listings as (a) or (b).
- BellSouth Service Representative: The name of the BellSouth Local Carrier Service Center (LCSC) employee who is responsible for processing the order, order coordination, and confirmation of order completion.

Telephone Number: The telephone number of the BellSouth Service Representative.

Due Date: The date the requested activity is scheduled to be performed.

Premise Visit? (Y/N): The LCSC will determine if a premise visit is required and enter Y (Yes) or N (No).

Time Scheduled: If a premise visit is required, the appointment time will be shown here.

Blg Acct: Each OLEC will have a series of unique billing account numbers assigned which identify the OLEC and are associated with the appropriate billing dates for end user telephone numbers. The account number which will be billed for any appropriate charges associated with the LSR will be entered here.

Remarks: Available for the BellSouth Service Representative to provide any additional information required.

03-29-96

Local Service Request - Business

The LSR is designed so that only the parts relating to your requested activity need to be completed. For that reason, it is important that the OLEC Name, the End User Account # (unless a new account is being established), the page numbers, the OLEC PON and the Version Identification be completed at the top of each page of the LSR to insure the LCSC has all of your request. A separate LSR must be submitted for each main account number.

Exhibit 3 is a LSR - Business form. Following are definitions for all requested data.

Date: The date the OLEC submits the LSR to the LCSC.

Page 1 of ______: Enter the appropriate page #s at the top of each LSR page submitted.

A. - Other Local Exchange Company

Co/OCN: The Company Name and 'Operating Company Number' for the OLEC submitting the LSR.

PON: The OLEC Purchase Order Number. This number may be up to thirteen (13) alpha numeric characters.

VER: The OLEC Version Identification can be used to indicate a supplement to an existing purchase order number. In the initial transmission this field should be left blank. The next subsequent order should have 'A', the next subsequent order should have 'B', etc.

RPON: A Related Purchase Order Number designates that coordination is required between purchase orders to complete the requested activity. This number may be up to thirteen (13) alpha numeric characters.

Issued By: The name of the person completing the LSR who is responsible for order coordination, related questions, and confirmation of service completion.

Tel #: The telephone number of the person issuing the LSR.

Project: An alpha-numeric code which may be used to link LSRs to a specific project.

Implementation Contact: Identifies the OLEC employee or office responsible for control of installation and completion. This is the person the BellSouth field technician will call with completion notification or problems.

Tel #: The telephone number of the implementation contact.

Remarks: Available for the issuer to provide any additional information that would assist in order processing.

FAX #: The OLEC's fax number for receipt of the Firm Order Confirmation.

06-05-96

Local Service Request - Business

B. - Action Requested

When completing the Local Service Request, remember the following: BellSouth Line Based Calling Cards and Grandfathered Services are not available for resale. Certain customized billing arrangements may not be applicable. Refer to the individual state tariffs for availability and description of resale services. (See Section 7 for more details.)

Establish OLEC Service: The end user does not currently have an account with the OLEC. Check the action requested. Details may be required in subsequent sections of the LSR.

New - End user does not currently have any local service.

- Easy Number If an end user requests an easy number, this block should be checked. Normally additional information is not required. However, if the end user specifies a unique digit(s) in the number provide it here. (example XXX-XX55) More details about easy numbers are contained in the section 'Special Number Assignments'.
- Specific Number If an end user requests a specific number, this block should be checked and the number entered to the right. An end user may specify up to three (3) choices in order of preference for the same charge. More details about specific numbers are contained in the section 'Special Number Assignments'.
- Switch as is Move this end user's local service to the OLEC with no changes in service, features, directory listings, or equipment.
- Switch with changes Move this end user's local service to the OLEC with changes in all or some part of their service. Details concerning the changes will be provided as appropriate in later portions of the LSR.
- Switch with new address Move this end user with existing BellSouth service at one service address to OLEC service at a new location. There may or may not be other changes.

Existing OLEC Account: The customer currently has an account with the OLEC. Check the change(s) requested. More than one category may be checked. Details will be required in subsequent sections of the LSR.

Change Telephone Number(s) - Change the end user's existing telephone number(s).

Change in Features/Services - Add or Delete features or services.

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Change in Listing or Directory - Change the listing or directory instruction.

Add Telephone Lines - Add additional telephone lines to the end user's existing service.

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Local Service Request - Business

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B. - Action Requested (continued)

- Easy Number If an end user requests an easy number, this block should be checked. Normally additional information is not required. However, if the end user specifies a unique digit(s) in the number provide it here. (example XXX-XX55) More details about easy numbers are contained in the section 'Special Number Assignments'.
- Specific Number If an end user requests a specific number, this block should be checked and the number entered to the right. An end user may specify up to three (3) choices in order of preference for the same charge. More details about specific numbers are contained in the section 'Special Number Assignments'.
- Move to New Address Transfer local service to a new service address.
- Keep Existing Telephone Number, if possible (Y/N):Does the end user want to carry their existing telephone number to the new service address? Enter Y (Yes) or N (No).
- Disconnect Main Acct Tel # Disconnect the entire end user account. The end user will no longer have local service. If this block is checked, it is not necessary to complete any 'OUT' columns in parts H or I.
- Disconnect Additional Line Tel #(s) Only Disconnect additional telephone numbers only. The main account telephone number will still remain active.
- <u>Due Date</u>: This due date section can apply to any 'Action Requested' in either the 'Establish OLEC Service' or the 'Existing OLEC Account' categories.
- End User Ready Date: This is the earliest date the end user would be ready for the activity requested.
- Offered Due Date: The OLECs will be provided with a list of average intervals to accomplish particular work activities. However, these work activity intervals can vary depending on existing work load, features and services requested and equipment availability. These items can only be determined when the order is processed. The LCSC will make every effort to meet an offered due date (or end user's ready date). Firm commitments should not be made to the end user until a Firm Order Confirmation is received from the LCSC.
- Disconnect Date for the Old Address: The end user must provide the date old service is to be disconnected on a change of address order. If the existing telephone number is not being reused at the new location, the end user may request that the existing telephone number remain active at the old location for up to thirty (30) days. If the existing telephone number is being reused at the new location, the end user may also request that the telephone number remain active at both locations for up to thirty (30) days. However, in the latter case, all features and network facilities must be identical at both locations. Availability of features and facilities at the new location is determined as the order is processed.

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Local Service Request - Business

B. - Action Requested (continued)

- Emergency Expedite: If an end user has an urgent need for service and the normal offered due date will not meet the end user's special needs, the order can be submitted as an emergency expedite request. Every effort should be made to satisfy the end user with regular work intervals. An expedited order may involve additional special charges. Applicable charges are addressed in the state tariffs.
- <u>Premise Access</u>: Access should normally be negotiated on most Business LSRs. Indicate the end user preference if access will be required for the requested activity. Check the appropriate time from the options on the LSR. If all day, AM or PM are not suitable, enter a four (4) hour interval between 8:00 AM and 6:00 PM (i.e., 11:00 A 3:00 P).
- Access Remarks: Available for the issuer to provide any additional information that is needed for premise access.

03-01-96

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Local Service Request - Business

C. - End User Information

- Main Account Number: The end user telephone number. If there is no existing service, leave this field blank. The new assigned number(s) will be provided by BellSouth in Part D.
- Other Line Numbers on this End User Account: If there are additional telephone numbers associated with the main account number, they should be entered here.
- End User Name: The current end user account name (or desired name if no existing account).
- End User Service Address: The address where service is (or is to be) provided.
- Apt/Bldg/Suite/Lot: Enter the appropriate number and circle the correct designation. If another designation is more appropriate, enter it above the number.
- City/State: The city, village, or township and two digit state postal code for the location where service is located.
- ZIP: The five (5) digit zip code where service is located.

New Address Information for New Connects and Moves to New Address

End User Service Address: The address where new service is to be provided.

- Apt/Bldg/Suite/Lot: If appropriate for the new service address, enter the number and circle the correct designation. If another designation is more appropriate, enter it above the number.
- City/state: The city, village, or township and two digit state postal code for the new service address.
- ZIP: The five (5) digit zip code where new service is to be located.
- For those rural addresses which may not have a defined postal address, complete the following:
- Route/Box: Enter the appropriate designation to assist in identifying the service location.
- If Unnumbered Address Driving Directions: Provide specific instructions necessary for locating the service address. For example, "From Highway 23, take Highway 190 east. Go 2 miles, turn right on Turner Dr. Go 3 miles, turn left on Miller Rd. Third house on right."
- If Unnumbered Address Former Occupant Telephone Number or a Neighbor's Telephone Number:

 This information is required to assist in identifying the correct cable facilities to provide service to the end user.

03-01-96

Local Service Request - Business

D. - Firm Order Confirmation

This portion of the LSR will be used by the BellSouth LCSC to confirm that the requested order has been processed and to provide the scheduled date for completion of the requested activity.

- BellSouth Order #: The BellSouth internal order number. This number will be required for tracing the request should there be a need for subsequent activity. There is space for three (3) order numbers if necessary.
- Assigned #: The telephone number(s) assigned to a customer in the case of new service or a number change request. There is space for assigning three (3) numbers. If more are needed, they will be included in the remarks.
- MemoryCall® Access #: If MemoryCall® is ordered, the number which the end user will need to access the system will be provided here.
- MemoryCall® Temporary Password: The MemoryCall® Password which is temporarily assigned by BellSouth. The end user will change this password when they begin using the system.
- RingMaster® I: If RingMaster® I is ordered, the additional number will be shown here.
- RingMaster® II: If RingMaster® II is ordered the two additional lines will be shown in the lines designated (a) and (b). The (a) and (b) correspond to the listing information provided in Part H-1 under RingMaster® II.
- BellSouth Service Representative: The name of the BellSouth Local Carrier Service Center (LCSC) employee who is responsible for processing the order, order coordination, and confirmation of order completion.
- Telephone Number: The telephone number of the BellSouth Service Representative.
- Remarks: Available for the BellSouth Service Representative to provide any additional information required.
- Order Due Date: The date the requested activity is scheduled to be performed.

. .

- Premise Visit? (Y/N): The LCSC will determine if a premise visit is required and enter Y (Yes) or N (No).
- Time Scheduled: If a premise visit is required, the appointment time will be shown here.

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Local Service Request - Business

D. - Firm Order Confirmation

Blg Acct: Each OLEC will have a series of unique billing account numbers assigned which identify the OLEC and are associated with the individual state RAO billing dates for end user telephone numbers. The account number which will be billed for any appropriate charges associated with the LSR will be entered here.

Note: If the Action Requested in Section B is 'Switch as is', 'Switch with changes' or 'Switch with new address', a copy of the current BellSouth Customer Service Record (CSR) will be provided along with the information in Section D, Firm Order Confirmation, of the LSR.

The CSR contains the following information:

- Current billing name and address
- The number of each feature or service the end user subscribes to.
- The monthly recurring charge for each feature or service.
- The USOC code for each feature or service.
- The name/description of the feature or service.

03-01-96

Local Service Request - Business

E. - Directory Listing

This directory listing page is designed for use with the complete Business LSR (Parts A - H-2). However, it can also be used as a stand alone document for business or residence directory information when only directory listing or replacement/additional directories are ordered.

Other Local Exchange Company

If the complete LSR is submitted and this information is provided in Part A of the LSR, it is not necessary to duplicate the entries here. Even when the complete LSR is submitted, it is important to enter the PON and OLEC name to be sure it is associated correctly with the remainder of the LSR.

Date: The date the OLEC submits the LSR to the LCSC.

PON: The OLEC Purchase Order Number. This number may be up to thirteen (13) alpha numeric characters.

VER: The OLEC Version Identification can be used to indicate a supplement to an existing purchase order number. In the initial transmission this field should be left blank. The next subsequent order should have 'A', the next subsequent order should have 'B', etc.

RPON: A Related Purchase Order Number designates that coordination is required between purchase orders to complete the requested activity. This number may be up to thirteen (13) alpha numeric characters.

FAX #: The OLEC's fax number for receipt of the Firm Order Confirmation.

Company: The company name and identification code for the OLEC.

Issued By: The name of the person completing the LSR who is responsible for order coordination, related questions, and confirmation of service completion.

Telephone Number. The telephone number of the person issuing the LSR.

Remarks: Available for the issuer to provide any additional information that would assist in order processing.

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Local Service Request - Business

E. - Directory Listing (continued)

End User

If the complete LSR is submitted and this data is provided in Part C of the LSR, it is not necessary to duplicate the information here. It is important to enter the Main Account Number to be sure it is associated correctly with the remainder of the LSR.

End User Name: The current end user account name (or desired name if no existing account).

End User Service Address: The address where the service is (or is to be) provided.

Main Account Number: The end user main account telephone number.

Existing YP Advertising (Y/N): Does the end user currently have Yellow Pages Advertising?

Enter Y (Yes) or N (No). Yellow Page advertising will be billed directly to the end user by BAPCO.

End User Miscellaneous Account Number - In some situations, a miscellaneous number may be assigned by BellSouth when the initial order is processed. If assigned, the miscellaneous account number will be required for any subsequent order activity for the end user.

Listing Request

Check the appropriate block to indicate what type of listing request is being submitted.

New Account - End user does not currently have any local service.

Disconnect Account - The end user currently has only directory listing service provided by BellSouth. This option will disconnect (discontinue) the listing.

Add to Current Account - Add a listing(s) to an existing OLEC end user account.

Delete from Current Account - Delete a listing(s) from an existing OLEC end user account. This does not disconnect (discontinue) the account. It deletes a portion of the listing.

Change Listing - Change the directory listing on an existing OLEC account.

Correct Listing- Correct an listing and/or telephone number on an existing OLEC account.

Type Listing

Select the appropriate designation for the account number. Designate whether the directory listing is Business, Residence, City Government, County Government, State Government, or US Government.

Local Service Request - Business

E. - Directory Listing (continued)

Firm Order Confirmation

This portion of the Directory Listing request will be used by BellSouth LCSC to confirm that the requested order has been processed if the 'Directory Listing Request' is submitted as a stand alone document. If it is a part of a complete LSR, the Firm Order Confirmation will be provided on page 1 of the LSR in part D.

Date Prepared - The date work on the listing is completed in the LCSC.

BellSouth Service Representative - The name of the BellSouth Local Carrier Service Center (LCSC) employee who is responsible for processing the order, order coordination, and confirmation of order completion.

Telephone # - The telephone number of the BellSouth Representative.

Remarks - Available for the BeilSouth Service Representative to provide any additional information required.

Blg Account - Each OLEC will have a series of unique billing account numbers assigned which identify the OLEC and are associated with the appropriate billing dates for end user telephone numbers. If a directory listing is being requested that is not associated with the complete LSR, the billing account for appropriate charges, if any, will be shown here.

Miscellaneous Account Number Assigned - In some situations, a miscellaneous account may be assigned by the LCSC with the initial order placed for an end user. If a miscellaneous account code is assigned, it will be required to identify the correct account on any subsequent orders. On future orders for this end user, it should be entered in the End User section, End User Misc Account Number.

BellSouth Order Number - The BellSouth system order number. This number will be required for tracing the request should there be a need for subsequent activity. There is space for three (3) order numbers if necessary.

Directory Delivery Address

Provide address information here only if delivery is requested at an address which is different from the service address.

Number of Directories Requested

Business end users receive one (1) white and yellow page directory per access line.

Orders for additional or replacement directories may be placed by either the OLEC or the end user as follows:

Local Directories - (No charges)

800-422-1955

Foreign Directories - (Outside of the local service area, charges will apply)

800-682-4000

BAPCO will bill charges directly to the OLEC or the end user, as appropriate.

Note: To discuss bulk delivery of directories, contact Jan Kibler, BAPCO, at 404-320-5209.

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Local Service Request - Business

E. - Directory Listing (continued)

Listing Information

(1) Listing Order Code - This column will be used to assign a unique code to each listing line.

This code will sequence the listings according to the end user's desires. The listing order codes are A1-A9, B1-B9, C1-C9, etc. through M1-M9. A1 must be used for the first line of the listing.

Example: A1 Smith Hardware Stores, Inc.
A2 Branch Stores

If the listing is a 'straight line' listing, with only one line of customer information (name, street address, city and number), no entry is required in this section.

(2) Caption Indent Level - This refers to the amount of indention.

0 = Left Hand Justification (No Indent) 1 = 1 Level of Indent (1 Space to the Right) 2 = 2 Levels of Indent (2 Spaces to the Right) 3 = 3 Levels of Indent (3 Spaces to the Right)

Example:

| A 1 | Level 0 | Smith Hardware Stores, Inc. |
|------------|---------|-----------------------------|
| A2 | Level 1 | Branch Stores |
| A3 | Level 2 | 1416 Main Street111-1111 |
| A4 | Level 2 | 182 Broxton Dr222-2222 |
| A5 | Level i | Billing333-3333 |
| A6 | Level 1 | Home Delivery444-4444 |

If the listing is a 'straight line' listing, with only one line of customer information (name, street address, city and number), no entry is required in this section.

- (3) Listed Name This section is used to show the listing EXACTLY as the end user desires for it to appear in the directory. When changing an established listing, provide the complete listing (caption) to insure the listing will be changed according to the end user request.
- (4) Listed Address Use this section to enter the listed address if the end user desires a listing different from that provided in the 'End User Account' section or in Part C on page 1 of the LSR. If the address should be omitted from the directory listing, enter NONE.
- (5) Telephone Number List the end user numbers as appropriate to associate them with the correct lines on the end user listing.

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Local Service Request - Business

E. - Directory Listing (continued)

Listing Information (continued)

- (6) Listed, Non-Listed or Non-Published Enter the abbreviation here for the type listing desired by the end user. The designation may be different for different numbers in the caption listing.
 - Listed The Listed name is in the printed directory and in directory assistance operator records. One listing is provided without charge for each non-hunting telephone number.
 - Non-Listed The listing does not appear in the printed directory but is available through directory assistance.
 - Non-Published The listing is not in the printed directory and is not available through directory assistance.
- (7) Yellow Page Heading & SIC When a business listed number is selected, an optional listing in the BellSouth Yellow Pages is also available at no charge for each end user account. The listing may be placed in the BellSouth Yellow Pages under an approved heading that is appropriate for the business (i.e., Restaurants, Beauty Salons, etc.) Requests for business listings under more than one heading are considered Directory Advertising and must be negotiated by the end user with an appropriate yellow page advertising company. If an end user doesn't want a listing in the BellSouth Yellow Pages specify NONE in the Yellow Page Heading section.

In addition to the Yellow Page Heading, the appropriate SIC (Standard Industry Code) should be provided. Refer to the SIC Manual for this information. The manual is published by the United States Office of Management and Budget and may be purchased through NTIS.

National Technical Information Service 5285 Port Royal Road Springfield, Virginia 22161 703-487-4650

(8) Community of Listing - The listing will be entered in the appropriate directory based on the main account telephone number. If the end user desires the listing to appear in additional directories (or a different directory), enter the community name for the directory (ies) where the foreign listing should be published.

Local Service Request - Business

F. - Intercept

The 'Action Requested' in Part B of the LSR drives the appropriate announcement. If the customer requests an intercept announcement different from the one which would automatically be selected, enter the code for the desired announcement. We will manually force the announcement. For example, normally a change to a non-published telephone generates Announcement 05. Many times an end user changing from a current Non-Pub to a new Non-Pub will request Announcement 21 to insure their current callers continue to have their number. Intercept announcements for business lines continue for a maximum of six (6) months.

| Code | Announcement |
|------|--|
| 00 | Changed to a Non-Listed Number |
| • | The number you have reached (Dialed Number) has been changed to a non-listed number. If you |
| | need more information, please call Directory Assistance. |
| 03 | Disconnected |
| " | The number you have reached (Dialed Number) has been disconnected. No additional information is |
| | available about (Dialed Number). |
| 05 | Changed to a Non-Published Number |
| | The number you have reached (Dialed Number) has been changed to a non-published number. No |
| | additional information is available about (Dialed Number). |
| 08 | Suspend for Non-Payment |
| • | The number you have reached (Dialed Number) has been temporarily disconnected. No additional |
| | information is available about (Dialed Number). |
| 21 | Changed to New Published Number |
| | The number you have reached (Dialed Number) has been changed. The new number is (New |
| | Number). Please make a note of it. |
| 23 | Changed to New Toll Free Number |
| | The number you have reached (Dialed Number) has been changed. The new number is toll free. Please dial |
| | one plus (New Number). |
| 25 | Changed from Toll Free Number |
| | The number you have reached (Dialed Number) has been changed. The new number, which is no longer |
| | toll free, is (New Number). Please make a note of it. |
| 26 | Emergency Agency Changed to 911 |
| | The number you have reached (Dialed Number) has been changed. The new emergency number is 911. |
| | Please make a note of it. |
| 31 | Disconnected with Reference of Calls |
| i | The number you have reached (Dialed Number) has been disconnected. Calls are being taken by (New |
| | Number). |
| 51 | Temporary Disconnect at the Customer's Request |
| | The number you have reached (Dialed Number) has been temporarily disconnected at the customer's |
| | request. Calls are being taken by (New Number). Please make a note of it. |
| 81 | Changed to More Than One New Number with Split Reference of Calls |
| | The number you have reached (Dialed Number) has been changed. If you are calling (Called Party 1), the |
| | new number is (New Number). Please make a note of it. If you are calling (Called Party 2), the new |
| | number is (New Number). Please make a note of it. |

The most frequently used announcements are shown in bold text.

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Local Service Request - Business

G .- Multi-Line Requests

If the end user main account has additional line numbers in Part C, enter a Yes (Y) if the action requested in Part B should be applied to all of the telephone lines. If the requested action should not be applied to all of the telephone lines, enter a No (N) and explain how the other lines should be treated.

H-1 & 2. - Order Details

These two (2) pages are the forms needed to provide specific information concerning the Line and Line Features; Inside Wiring and Jacks; and Features and Services the end user desires by telephone line number. It will be necessary to provide separate ordering sheets for each number for which you are placing an order.

At the top left of sheets H-1 and H-2 are two (2) blocks. The first is labeled 'End User Main Account #'. This information should always be provided (except in the case of a new listing with no number at the time the order is placed). This number, along with the OLEC PON, will ensure that all portions of the LSR are correctly associated. If the items being ordered are for the End User Main Account #, the block should also be checked.

IF, the items are being ordered are for an Additional Telephone Line Number, the End User Main Account # should be entered but the block should not be checked. The Additional Telephone Line Number should be completed and the block checked.

When the telephone numbers are not known and more than one additional telephone line numbers are being ordered, an indicator should be placed after the 'Additional Telephone Line Number' to ensure the correct items are associated with the appropriate number.

| Example: | ☐ End User Main Account #☐ Additional Telephone Line # | | (1st, 2nd, 3rd add'l line, etc.) |
|------------------|--|---------------------------|----------------------------------|
| The body of sect | ion H-1 and H-2 provides a check- | off list format to instal | (IN) or delete (OUT) any items |

The body of section H-1 and H-2 provides a check-off list format to install (IN) or delete (OUT) any items needed or desired for local telephone service. Effort was make to list the items in the order required when dealing with the end user. First items related to 'Line and Line Features'; then items relating to installation under 'Inside Wiring and Jacks'; and finally vertical services in 'Features and Services'.

If an account is being disconnected, it is not necessary to show each item 'OUT'. Checking the 'Disconnect Main Account #' item in Part B on page 1 of the LSR eliminates the need for additional information. Only when an end user is actually changing features is it necessary to indicate when any existing features are being discontinued (OUT).

Not all features listed on the LSR are available for resale in every state. Refer to the state tariffs for availability and descriptions.

03-01-96

Supplemental Local Service Request - Business

There will be times when it is necessary to change an LSR after the order has been processed. In these cases, a supplemental request will be issued. This alerts the LCSC to recall the original order(s) to make the appropriate changes. Exhibit 4 is a Supplemental Local Service Request - Business (SLSR). Following are definitions for all requested data.

A. - Other Local Exchange Company

- Co/OCN: The Company Name and 'Operating Company Number' for the OLEC submitting the SLSR...
- PON: The OLEC Purchase Order Number. This number may be up to thirteen (13) alpha numeric characters.
- VER: The OLEC Version Identification can be used to indicate a supplement to an existing purchase order number. In the initial transmission this field should be left blank. The next subsequent order should have 'A', the next subsequent order should have 'B', etc.
- RPON: A Related Purchase Order Number designates that coordination is required between Purchase Orders to complete the requested activity. This number may be up to thirteen (13) alpha numeric characters.
- Issued By: The name of the person completing the SLSR who is responsible for order coordination, related questions, and confirmation of service completion.

Telephone Number: The telephone number of the person issuing the SLSR.

Project: An alpha-numeric code which may be used to link LSRs to a specific project.

FAX #: The OLEC's fax number for receipt of the Firm Order Confirmation.

B. - Action Requested and Remarks

This section is used to explain what change has been requested by the end user and how it coordinates with the original order.

C.- End User

Account Number: The end user telephone number.

- BellSouth Order #(s): The BellSouth Order #(s) provided in Part D of the original Local Service Request.

 This is essential for locating the order in our system insuring necessary coordination with that order.
- Current Due Date: Provide the current due date on the order you are issuing a supplement for. This will facilitate prioritization of the SLSRs received.
- Other Line Numbers: If there are additional telephone numbers associated with the main account number, they should be entered here.

(C)

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Supplemental Local Service Request - Business

D. - Firm Order Confirmation

This portion of the LSR will be used by the BellSouth LCSC to confirm that the requested order has been processed and to provide the scheduled date for completion of the requested activity.

- BellSouth Order #: The BellSouth internal order number. This number will be required for tracing the request should there be a need for subsequent activity. There is space for three (3) order numbers if necessary.
- Assigned #: The telephone number(s) assigned to a customer in the case of new service or a number change request. There is space for assigning three (3) numbers. If more are needed, they will be included in the remarks. If additional lines are being ordered on the Supplemental LSR, remember to include the listing and Premise Access information in Part B, if required.
- MemoryCall® Access #: If MemoryCall® is ordered, the number which the end user will need to access the system will be provided here.
- MemoryCall® Temporary Password: The MemoryCall® Password which is temporarily assigned by BellSouth. The end user will change this password when they begin using the system.
- RingMaster® I: If RingMaster® I is ordered, the assigned number will be shown here. If RingMaster® is added on the Supplemental LSR, the directory listing information should be included in Part B.
- RingMaster® II: If RingMaster® II is ordered, the additional numbers will be shown in the lines designated (a) and (b). If RingMaster® II is added on the Supplemental LSR, the directory listing information should be included in Part B. Remember to identify the listings as (a) or (b).
- BellSouth Service Representative: The name of the BellSouth Local Carrier Service Center (LCSC) employee who is responsible for processing the order, order coordination, and confirmation of order completion.

Telephone Number: The telephone number of the BellSouth Service Representative.

Due Date: The date the requested activity is scheduled to be performed.

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Premise Visit? (Y/N): The LCSC will determine if a premise visit is required and enter Y (Yes) or N (No).

Time Scheduled: If a premise visit is required, the appointment time will be shown here.

- Blg Acct: Each OLEC will have a series of unique billing account numbers assigned which identify the OLEC and are associated with the appropriate billing dates for end user telephone numbers. The account number which will be billed for any appropriate charges associated with the LSR will be entered here.
- Remarks: Available for the BellSouth Service Representative to provide any additional information required.

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Local Service Request Exhibits

Local Service Request and Supplemental Local Service Request Exhibits

This section contains the following forms for requesting local service through the BellSouth LCSC:

- Local Service Request Residence
- Supplemental Local Service Request Residence
- Local Service Request Business
 Supplemental Local Service Request
- Supplemental Local Service Request Business

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03-01-96

BELLSOUTH LOCAL SERVICE REQUEST - RESIDENCE

| | change Compa | ny | | | | Fax # 800-872-7 |
|--|---|--|--------------------|---|-------------------|------------------|
| o/OCN | . | PON | | VER | RPON | |
| sued By | | Tel# | (}- | • | Project | |
| plementation Contact | | Tel # | () | | Remarks | |
| | | | | FAX # | () | |
| Action Reques | ted | | | | | |
| tablish OLEC Service § | ☐ New | | Switch as is | Switch with char | nges Switch v | rith new address |
| | ☐ Easy Number ☐ Specific Number | mber a. | ь | | · · · | |
| 0.00 | | | | | | |
| isting OLEC Account | ☐ Change Tei ☐ Add Teleph | | Change Featur | | Chg | Listing/Director |
| | | et | MOVE to NEW | Address - Keep Exist | ung tel#, if poss | ible (Y/N) |
| | | mber a | b | | | |
| | Disconnect | Main Acct Tel # | Disconnect Ac | ditional Line Tel #(s) | Only | |
| | Suspend Ser | vice - End User Request | , | (-, | · —, | |
| <u>Date</u> | _ | | | | | |
| | | Offered Due Date | | | | |
| | | out work load and equipm | ent availability r | nust be checked before | commitment to | the end user. |
| Emergency Expedite | Special Charges in | iay apply. See lann.) | | | | |
| End User Info | mation | | <u> </u> | | | |
| i User Name | | Other Line #s (| | | <u></u> | • |
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| in Account # () I User Name I User Service Address /Bldg/Suite/Lot New Address In | City/S | tate v Connects and Moves to | | | <u></u> | |
| in Account # () I User Name I User Service Address /Bldg/Suite/Lot New Address In | City/S | tate v Connects and Moves to | New Address | Zip | | |
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| | | | | | | Ве | liSouti | h Order# | | |
| | Directory ! | | Please PRIN | VT the listing | exactly as the end | | | | | |
| Main Ac | count Numi | per | | | | ☐ Listed | | Non-Listed | | Non-Published |
| Name | | | | | | ····· | · | | | |
| Street Ad | ldress | | | | | | | | | |
| City | | | | _ | | | | | | |
| Add'1 | l Listing | ☐ Add | l Line Numl | ber Listing | | ☐ Listed | | Non-Listed | | Non-Published |
| Name _ | - <u></u> | | | | · · · · · · · · · · · · · · · · · · · | | | | | |
| Add'! | Listing | ☐ Add | l Line Numi | ber Listing | | ☐ Listed | | Non-Listed | | Non-Published |
| Name | | | | | | | | | | |
| Address | | | ddress (if | | | | | | | |
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| City/Tow | /n/ZIP <u>Number of</u> (It is not ne | Directori | es Requeste | d | | r indicates a need | | ditional direc | tories. | Residential |
| City/Tow | /n/ZIP <u>Number of</u> (It is not ne | Directori | es Requeste | d | unless the end use | r indicates a need | | ditional direc | tories. | Residential |
| F. The 'Action designs | Number of (It is not necustomers Intercept ion Request ate the interfor the 'Act | Directoricessary to receive or recept annotion Requirements | es Requeste provide info e directory a B determinancement un sted'. The a | and | unless the end use | r indicates a need e up to 3 directori at as explained in the standard annotes and associated | ihe LS | R instructions tent than wor are included | s. It is ild nor with t | not necessary mally be |
| City/Tow F. The 'Action designs provided | Number of (It is not necustomers Intercept ion Request ate the interfor the 'Act | Directoricessary to receive or receive or receive or receive or receive or recept annotion Required | es Requeste provide info e directory a B determin mement un sted'. The a standard into | es the appropriatess the end usavailable standarders ercept announced | unless the end use. They may receive riate announcement ser desires a differencement code and announcement code announce | r indicates a need e up to 3 directori at as explained in the standard annotes and associated any remarks desire | dhe LS cuncent codes ed to e | R instructions nent than wou are included xplain the rec | s. It is ald nor with t | not necessary mally be |
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Not all 'Line and Line Features' apply in every state. Refer to the state tariffs for availability and descriptions.

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03-29-96

| OLEC Name | | Pageof |
|--|--|--|
| ☐ End User Main Account # ()- ☐ Additional Telephone Line Number (| | PON VER |
| | | BellSouth Order # |
| H-1. Line and Line Features | | |
| In Out | Time & Materials Schedule | In Out |
| Residence Line | Quantity Locations Device Francisco | TouchStar® Service |
| ☐ ☐ Flat Rate | Locations - Rewire Existing Jack for Additional Line | ☐ ☐ Anonymous Call Rejection |
| ☐ Usage Based Pricing | Jacks & Wiring for Wall Sets, | Call Block |
| Туре | Concealed Wiring | Call Return |
| ☐ ☐ Measured Rate | Jacks & Wiring for Baseboard | Call Selector Call Tracing |
| Type | Sets, Concealed Wiring | Call Tracing Caller ID Basic |
| ☐ ☐ Message Rate | Connect Wire from Mobile | Caller ID Deluxe |
| Туре | Home to Service Pole | ☐ Preferred Call Forwarding |
| C. C. Touch Tree | Move Outside Drop Wire to | ☐ ☐ Repeat Dialing |
| ☐ ☐ Touch Tone | Network Interface | ☐ ☐ Block Usage Sensitive Call Return |
| Other | Locations - Move Inside Jack | ☐ ☐ Block Usage Sensitive Repeat |
| | Wire to Network Interface | Dialing |
| | Other - Specify | |
| | Other - Specify | ☐ ☐ RingMaster® I |
| ☐ ☐ Grouping (Hunting) Service | | Listing Information |
| Туре | | |
| | | |
| ☐ Service Blocking Options (Pg 109) | | |
| Option # (1-4,6) | Features and Services | |
| 70 - 12 White | In Out | |
| Toll Billing Exceptions | Custom Calling Services | |
| ☐ No Collect & No 3rd # Billing ☐ No 3rd # Billing | Call Forwarding Variable | |
| ☐ No Collect | Call Waiting Call Waiting Deluxe | ☐ RingMaster © II |
| - In conten | Speed Calling (8 Code) | Listing Information |
| Long Distance Carrier | ☐ ☐ Speed Calling (30 Code) | (a.) |
| Intral ata | ☐ ☐ Three Way Calling | |
| InterLata | ☐ ☐ Block Usage Sensitive Three Way | |
| | Calling | |
| Optional Calling Plan | ☐ ☐ Call Forwarding Busy Line | |
| TypeWatsSaver (Y/N) | Forward To # | (b.) |
| WatsSaver (Y/N) | | |
| Type (If yes) | ☐ ☐ Call Forwarding Don't Answer | |
| | Forward To # | · |
| Inside Wiring and Jacks | # Rings Before Transfer | |
| In Out | (3 Recommended) | D-11-0 G-1-0774 |
| ☐ ☐ Inside Wire Maintenance Plan | ☐ ☐ End User Control - Call Fwd Busy | Prestige Service ONLY Call Forwarding Busy Line |
| | ☐ ☐ End User Control - Call Fwd Don't | Forward To # |
| Flat Rate Schodule | Answer | |
| Quantity | ☐ Remote Access Call Forwarding | ☐ Call Forwarding Don't Answer |
| Jacks & Wiring for Wall Sets, | Variable | Forward To # |
| Exposed Wiring | | |
| Jacks & Wiring for Baseboard | MemoryCall © | # Rings Before Transfer |
| Sets, Exposed Wiring Jacks for Wall Sets, Wiring in | ☐ ☐ MemoryCall Basic | (3 recommended) |
| Place | ☐ MemoryCall® Deluxe | Call Forwarding Variable |
| Jacks for Baseboard Sets, Wiring | ☐ Pager Notification ☐ Tone ☐ Digital ☐ Voice | Call Waiting Speed Calling 6 |
| in Place | Special Delivery Notification | |
| | Attendant # | Speed Calling 30 User Transfer/Conferencing |
| Other - Specify | • | User Transfer/Conf./Call Hold |
| | ☐ ☐ MemoryCall Personal Mailbox | ☐ ☐ User Transfer/Conf./Call Pick-Up |
| | ☐ ☐ Message Waiting Indicator | ☐ ☐ User Transfer/Conf/Pick-Up/Hold |
| | | |
| | | |

Not all 'Line and Line Features' apply in every state. Refer to the state tariffs for availability and descriptions. DRAFT

06-05-96

1. 1.

| OLEC Name | | BellSouth Residence LS |
|---|--|-------------------------|
| ☐ End User Main Account # ()- ☐ Additional Telephone Line Number (| | run VER |
| | | BellSouth Order # |
| H-2. Features and Services (cont.) | | |
| In Out Remote Call Forwarding Forward To # Change Forward To # Change RCF From: Local to Toll Toll to Local Add (#) RCF Paths Delete (#) RCF Paths | In Out WATS - 800 Service Open InterLata/Intrastate Interstate Option (IntraLata Only) Termination - Exchange Line Existing WATS #s Current Miscellaneous Billing # Call Detail (Y/N) LATA Names: IntraLata Carrier InterLata Carrier | If Yes - Type If Data: |
| | | |
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03-01**-96** 03-01-96

Not all 'Line and Line Features' apply in every state. Refer to the state tariffs for availablity and descriptions. DRAFT

Supplemental Local Service Request - Residence After Firm Order Confirmation

| . Other Local Exchange Company | | Page 1 of Fax # 800-872 |
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| | PON_ | VERRPON |
| | | Project |
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| | · · · · · · · · · · · · · · · · · · · | FAX# () |
| Action Requested and Remarks | | |
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| End User ount Number (| BellSouth Order # (s) | Current Due Date// |
| count Number (| | Current Due Date// |
| count Number () | | |
| ner Line Numbers () Firm Order Confirmation | · | |
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| Firm Order Confirmation Signed # (| BellSouth Order # Assigned # () MemoryCall® Access # () Temp Password RingMaster® I () RingMaster® II | BellSouth Order # Assigned # (|
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03-29-96

BELLSOUTH LOCAL SERVICE REQUEST - BUSINESS

| Date | - | 2001 | Page 1 of |
|----------------------------------|---|--|---|
| A. Other Local E | schange Company | | Fax # 800-872-705 |
| Co/OCN | PON PON Tel # | VER | RPON |
| ssued By | Tel # | | Project |
| mplementation Contact | Tel # | · | Remarks |
| | | FAX | <pre></pre> <pre><</pre> |
| 3. Action Reques | ed | | |
| Stablish OLEC Service § | ☐ New ☐ Switch as is ☐ | Switch with changes | Switch with new addres |
| • | Easy Number Specific Number a. | | c |
| Existing OLEC Account | | | |
| AISTING OLDE ACCOUNT | Add Telephone Line | Move to New Address - Keep Ex | Chg Listing/Directory cisting Tel #, if possible (Y/N) |
| | ☐ Easy Number | | |
| | Specific Number a. | b. Disconnect Additional Line Tel #6 | c |
| | ☐ Disconnect Main Acct Tel # ☐ Suspend Service - End User Request | Discontineer Voormotist Pille Lei #(: | s) Only |
| ue Date | Suspend Service - End Oser Kodaest | | |
| End User Ready Date | //Offered Due Date | / Disconnect Date | for Old Address / / |
| We attempt to mee | t offered due date but work load and equipn | nent availability must be checked before | ore commitment to the end user. |
| J Emergency Expedite (| Special Charges may apply. See Tariff.) | | |
| . End User Infor | | | . 8:00 & 6:00) |
| nd User Name | | | |
| nd User Service Address | City/State | 2 | Zip |
| New Address Int | ormation for New Connects and Moves to | o New Address | <i>"</i> F |
| nd User New Service Add | ress | | |
| .pt/Bldg/Suite/Lot | City/State | Z | ip |
| oute/Box | If Unnumbered Address - Directions | | |
| f Unnumbered Address - F | ormer Occupant Tel # () | or Neighbor's Tel | # (|
| ellSouth Order # | BellSouth Order # | | th Order# |
| ssigned # () | Assigned # (|) Assigned | |
| femoryCall® | MemoryCall ® | Memory | |
| Access # () | | | s#(|
| Temp Password LingMaster® I ()- | Temp Password RingMaster® I (| | Password |
| LingMaster® II | RingMaster® II | | laster® II |
| (a) () | (a) () | <u> </u> | (a) (|
| (b) | (b) | · | (b) |
| BellSouth Service Rep | т | el # 800-872-3116 Remarks | |
| Order Due Date / | / Premise Visit (Y/N) Tim | a Schadulad Die | Acct |
| | Premise Visit (Y/N) Time BellSouth Line Based Calling Cards and | Grandfathered Services are not avails | able for resale. |
| | istomized billing arrangements may not be | | |
| 06-05-96 | | | · |

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| Community | Yellow Page | L' NL | 114 1-12 1 | gazakk & katei I | | | 8 amold hate! ! | | lndent | Listing |
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| | | | City/State/ZIP | County Gov't | J'voĐ y | jio 🗖 | ete from Current Acct | | Current Acct | olbbA [|
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| Fax # 800-872-705 | | | | | | | | | | |
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| Relisouth LSI | | | | | | | | | | 38e _c |
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§ PRINT the listing exactly as the end user desires it to appear.

§§ Listed, Mon-Listed or Mon-Published

| | | | Be | South Bu | siness LSR |
|--|--|--|---------------------------------------|----------|-------------|
| OLEC Name End User Account # ()- | | P | ON | Page | of VER |
| F. Intercept | | | | | |
| The 'Action Requested' in Part I to designate the intercept announ provided for the 'Action Request instructions. Enter the desired st | icement unless the end user desi- ted. The available standard ann | tes a different standard announce ouncements and associated code | ement than would es are included w | normaily | be |
| Telephone Line Number | R | equested Announcement Code and | Remarks | | |
| | | | | | |
| | | | | | |
| Intercept announcements for busines G. Multi-Line Action Reque | | six (6) months. | | | |
| Does the action requested in Part B a | apply to all lines in the end user acc | · | | | |
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03-01-96

| OLEC Name | | BellSouth Business LSF |
|---------------------------------------|--|--|
| End User Main Account # | | PONOfVER |
| Additional Telephone Line Number | | BellSouth Order # |
| H-1. Line and Line Features | Inside Wiring and Jacks | |
| In Out | In Out | Features and Services (cont.) In Out |
| Business Line | 🔲 🔲 Inside Wire Maintenance Plan | TouchStar® Service |
| Flat Rate | | ☐ ☐ Anonymous Call Rejection |
| ☐ Usage Based Pricing Type | Flat Rate Schedule Quantity | Call Block |
| ☐ ☐ Measured Rate | Jacks & Wiring for Wall Sets, | Call Return Call Selector |
| Туре | Exposed Wiring | Call Tracing |
| ☐ Message Rate Type | Jacks & Wiring for Baseboard | Caller ID Basic |
| турс | Sets, Exposed Wiring Jacks for Wall Sets, Wiring in | Caller ID Deluxe |
| ☐ ☐ Touch Tone | Place | ☐ ☐ Preferred Call Forwarding ☐ ☐ Repeat Dialing |
| | Jacks for Baseboard Sets, Wiring | ☐ ☐ Block Usage Sensitive Call Return |
| Other | in Place | ☐ ☐ Block Usage Sensitive Repeat (|
| | Other - Specify | Dialing |
| | | Manager |
| ☐ ☐ Back-Up* Line | Time & Materials Schedule | MemoryCall♥ |
| Coin | Locations - Rewire Existing | ☐ ☐ MemoryCall® Deluxe |
| ☐ ☐ PBX Trunk | Jack for Additional Line Jacks & Wiring for Wall Sets. | ☐ Pager Notification |
| Type | Concealed Wiring | Tone Digital Voice |
| Туре | Jacks & Wiring for Baseboard | Special Delivery Notification Attendant # |
| Туре | Sets, Concealed Wiring Connect Wire from Mobile | |
| Signaling Type: | Home to Service Pole | ☐ ☐ MemoryCall® Personal Mailbox |
| ☐ Ground Start | Move Outside Drop Wire to | ☐ ☐ Message Waiting Indicator |
| Loop Start | Network Interface | |
| S. S. Connection (Number of Security | Locations - Move Inside Jack | ☐ RingMaster® I |
| Grouping (Hunting) Service Type | Wire to Network Interface Other - Specify | Listing Information |
| | | |
| ☐ ☐ Service Blocking Options (Pg 109) | | |
| Option # (1-4,6) | Reduce and Service | ļ |
| Toll Billing Exceptions | In Out | |
| ☐ No Collect & No 3rd # Billing | Custom Calling Services | |
| ☐ No 3rd # Billing | Call Forwarding Variable | |
| ☐ ☐ No Collect | Call Waiting Call Waiting Deluxe | ☐ ☐ RingMaster II Listing Information |
| Long Distance Carrier | ☐ ☐ Speed Calling (8 Code) | (a) |
| Intral ata | ☐ ☐ Speed Calling (30 Code) | |
| InterLata | ☐ ☐ Three Way Calling | |
| Optional Calling Plan | Block Usage Sensitive Three Way Calling | \ |
| Type | Call Forwarding Busy Line | |
| TypeWatsSaver (Y/N) | Forward To # | |
| Type (If yes) | ☐ ☐ Call Forwarding Don't Answer | (b.) |
| | Forward To # | (0.) |
| | | |
| | # Rings Before Transfer | |
| | (3 Recommended) End User Control - Cail Fwd Busy | |
| | ☐ ☐ End User Control - Call Fwd Busy ☐ ☐ End User Control - Call Fwd Don't | |
| | Answer | |
| | ☐ Remote Access Call Forwarding Variable | |

Not all 'Line and Line Features' or 'Features and Services' apply in every state. Refer to the state tariffs for availability and descriptions.

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| OLEC Name | | Pageof |
|---|---|--|
| ☐ End User Main Account # () | | PON VER |
| Additional Telephone Line Number (| | BeliSouth Order # |
| | | |
| H-2. Features and Services (cont.) | | Megalink® Channel Service |
| In Out | In Out | Native Mode LAN Interconnection |
| Prestige® Communications ONLY | WATS (cont.) | (NMLI) |
| Call Forwarding Busy Line | 800 Only (Service Details) | ☐ Primary Rate ISDN |
| Forward To # | ☐ ☐ Open | Pulselink |
| | ☐ InterLata/Intrastate | Single Line ISDN |
| Call Forwarding Don't Answer | _ Interstate | Access SMARTPath® |
| Forward To # | Option (IntraLata Only) | Megalink SMARTPath® |
| • • • | Type Termination: | ☐ SmartRing® |
| # Rings Before Transfer | Exchange Line | Synchronet® |
| (3 recommended) | Access Line | ☐ UniServ |
| (3 recommended) Call Forwarding Variable Call Waiting | If access, 2 or 4 Wire | |
| Call Waiting | Call Detail (Y/N) | |
| = = a .a | LATA Names: | |
| | DATA Nailes. | Remarks |
| | | |
| | | |
| = = = | IntraLata Carrier | |
| = = | InterLata Carrier | |
| User Transfer/Conf/Pick-Up/Hold | internata Carrier | |
| | | |
| ☐ ☐ Remote Call Forwarding | Private Line | |
| Forward To # | ☐ ☐ Voice | |
| | ☐ Data | |
| ☐ ☐ Change Forward To # | Existing Circuit IDs | |
| · · · | | |
| Change RCF From: | | |
| ☐ Local to Toll | | |
| ☐ ☐ Toll to Local | If Voice: Signaling Required | |
| Add (#) RCF Paths | (Y/N) If Yes - Type | |
| Delete (#) RCF Paths | If Yes - Type | |
| | If Data: ☐ Analog or ☐ Digital | |
| □ □ WATS | 2 or 4 Wire | |
| Type: | Is conditioning req'd (Y/N) | |
| OutWats (see details below) | If Yes - Type | |
| 800 Service (see details below) | Circuit Location Addresses: | |
| | | |
| Existing WATs Number(s) | | |
| Ending Wills Hamber(5) | | |
| | | |
| | To request any of the following services | |
| Current WATs Billing Number | contact your OLEC Account Team. Check | |
| Omitate William Dilling Humbal | the appropriate block to alert the LCSC to | |
| | expect additional information from the | |
| OutWats (Service Details) | Account Team concerning your order. | |
| Type: Combined | , ····· | |
| I IntraLata Only | ☐ Accupulse® | |
| # of Circuits Requested | ☐ Broadcast Quality Video | |
| Type of Jack (if different from | ☐ Connectionless Data Service (CDS) | |
| | Commercial Quality Video | |
| RJ11C) 2 Wire or 4 Wire | DDAS | |
| Speed Calling | □ ESSX® | |
| Type: □ 8 or □ 30 | ☐ ESSX® MemoryCall | |
| Long Distance Carrier | ☐ ESSX® ISDN | |
| IntraLata | ☐ FlexServ® | |
| InterLata | Frame Relay | |
| Message Detail (if applicable) | ☐ HiCap | |
| Yes or No | Lightgate® | |
| 160 110 | ☐ Megalink® | |
| 00 01 06 New #1 41 1 41 1- P 1 P. | · — - | to reside for sunitability and descriptions 67 |
| 03-01-96 Not all 'Line and Line Features' or 'Fea | stures and Services' apply in every state. Refer to the sta | me taritis for avaliability and descriptions. |

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Supplemental Local Service Request - Business After Firm Order Confirmation

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Not all 'Line and Line Features' or 'Features and Services' apply in every state. Refer to the state tariffs for availability and descriptions. 03-29-96

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Local Service Request - Example Requirements

This section contains information on LSR requirements. The 'LSR Requirements' shown in the example boxes below are supplied by the OLEC. The BellSouth LCSC completes Part D and returns the Firm Order Confirmation to the OLEC by fax.

It is not necessary to send all sections of the LSR with each request. All local service requests will require Parts A, B, and C. Send only the additional parts necessary to process the order for your end user.

| Example 1 | Switch from BellSouth to an OLEC with No Changes - 'Switch as is' |
|--------------|--|
| | The end user may have several line options and features but since no changes are being requested, it is not necessary to provide any data relating to the specifics. |
| | A 'Requested Due Date' should not be entered unless the end user desires a specific date for the changes. |
| | LSR Requirements: Parts A, B, and C |

| Example 2 | Switch from BellSouth to an OLEC with Feature Changes - 'Switch with changes' |
|-----------|--|
| | The end user is not deleting any existing features but is ordering RingMaster® II. With RingMaster® an additional line is not required so Part H is not needed. Additional numbers are assigned for unique rings only. |
| | The end user is entitled to one listing for each RingMaster® number at no additional charge. In addition to the features page, the directory listing page must be included. |
| | LSR Requirements: Parts A, B, C, E, and H |

| Example 3 | New Account. (No Current Local Service) |
|--------------|---|
| | In addition to Page 1 of the LSR, data must be included for the directory listing, the line features, and any special features desired. |
| | LSR Requirements: Parts A, B, C, E, and H |

| Example 4 | Existing OLEC Account - Add an Additional Telephone Line (No Features) | |
|--------------|--|--|
| | LSR Requirements: Parts A, B, C, E, and H | |

Local Service Request - Example Requirements

Example 5

Existing OLEC Account - Change Telephone Number

It is not necessary to provide any listing (or record) information unless it is changing along with the telephone number. The LCSC will assume any listing information should remain the same if no information is provided in Part E. Remember Non-Published numbers are not included in the printed directory and are not available in operator directory assistance records.

The action requested in Part B of the LSR will automatically generate an appropriate intercept recording for the change requested. It is not necessary to enter any information in Part F - Intercept unless the customer has a non-standard request. Standard intercept recordings information is contained in the LSR procedures section.

LSR Requirements: Parts A, B, C, and E

Example 6

Existing OLEC Account - Change Features

When an LSR is issued for an end user account with additional numbers associated with the main account telephone number, Part G must be completed to indicate whether or not the requested activity applies to all numbers in the account.

LSR Requirements: Parts A, B, C, G, and H

Example 7

SLSR issued after Firm Order Confirmation

The end user adds features after the Firm Order Confirmation is received at the OLEC for a new telephone line number.

SLSR Requirements: Parts A, B, and C

Example

Existing OLEC Account - Move to a New Address Transferring #, if Available

The end user is moving to a new address and desires to transfer their existing telephone number if it is available to serve the new service address location.

When service is being disconnected at one location and established at a new service address, the end user must provide a disconnect date for the old address as well as the date to establish service at the new service location.

LSR Requirements: Parts A, B and Part C

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Local Service Request - Example Requirements

| Example | Existing OLEC Account - Disconnect Main Account Telephone Number |
|---------|--|
| 9 | The end user is disconnecting local telephone service. It is not necessary to disconnect (or 'OUT' each portion of their service since a disconnect order for the main account automatically removes all services. |
| | LSR Requirements: Parts A, B and Part C |

Denial and Restoral Procedures

Requests to Deny, Restore or Disconnect (after a denial only) local service for OLEC end users are processed separately from the LSR. Both Residence and Business telephone numbers can be included on one Denial and Restoral form.

These requests must be received in the LCSC no later than 3:00 PM. Monday - Friday in order to insure that the order can be processed on the same day it is received.

The forms are completed by the Other Local Exchange Company (OLEC) and faxed or mailed to BellSouth's Local Carrier Service Center (LCSC) for processing. The LCSC will provide a Firm Order Confirmation as notification of order issuance and confirmation of the work due date.

These procedures contain the following:

Instructions - BellSouth Denial/Restoral - Residence & Business

Exhibit - BellSouth Denial/Restoral - Residence & Business

Sample - Completed Denial/Restoral Form (Under development)

Restrictions

Service is not normally denied on:

- Fridays, Saturdays and Sundays
 Additionally, in Alabama, Louisiana, Tennessee and Mississippi, only business lines may be denied on Fridays.
- · Holidays or the day before a Holiday

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Denial and Restoral - Residence and Business

The denial, restoral or disconnects after a denial requests are issued separately from the LSRs to facilitate prompt identification of these requests and timely processing of the orders.

Following are definitions for requested data on the BellSouth Denial/Restoral form.

Date: The date the OLEC submits the Denial/Restoral form to the LCSC.

Page 1 of ____: Enter the appropriate page #s at the top of each page of Denial/Restoral requests submitted.

A. - Other Local Exchange Company

Co/OCN: The Company Name and 'Operating Company Number" for the OLEC submitting the Denial/Restoral.

Issued By: The name of the person completing the Denial/Restoral form.

Telephone Number: The telephone number of the person completing the Denial/Restoral form.

Remarks: Available for the issuer to provide any additional information that would assist in order processing.

FAX #: The OLEC's fax number for receipt of the Firm Order Confirmation.

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Denial and Restoral - Residence and Business

B. - Action Requested

PON: The OLEC Purchase Order Number. This number may be up to thirteen (13) alpha numeric characters.

Main Account Telephone Number: The end user main account telephone number.

Check Deny or Restore Service: Check the appropriate block to indicate whether the telephone line number should be denied or restored.

Disconnect Service after Denial: Check this block if the telephone service should be disconnected. If the disconnection is not related to denial of service, the LSR for the appropriate service (residence or business) should be completed.

Telephone Number, if Different from Main Account Number: If the number being denied, restored or disconnected is not the main account number, enter the number(s). When the entire account should be denied, restored or disconnected, list all the additional telephone numbers associated with the account.

Requested Due Date: The date the OLEC is requesting the activity be completed.

The next two (2) columns are to be completed by the BellSouth LCSC.

BellSouth Order Number: The BellSouth internal order number. This number will be required for tracing the request should there be a need for subsequent activity.

Order Due Date: The date the requested activity is scheduled to be performed.

Note 1: Normal Billing for all end user services will continue while the service is in the denied status.

Note 2: If the order is received in the LCSC before 3:00 PM today, the order will be issued with a due date of today. If the order is issued after 3:00 PM today, the order will be issued with a due date of the next business day.

C. - Firm Order Confirmation

BellSouth Service Representative: The name of the BellSouth LCSC employee who is responsible for processing the order and firm order confirmation.

Telephone Number: The telephone number of the BellSouth LCSC employee.

Remarks: Available for the BellSouth LCSC employee to provide any additional information required.

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BELLSOUTH DENIAL/RESTORAL - RESIDENCE & BUSINESS

| /OCN marks | | | Issued By | | Telephone # (_ | | |
|--------------------------|----------------------------------|---------------------------------------|------------------------------------|---|-----------------------|---------------------------|--|
| | | | | | FAX# (_ | | |
| Action Re | quested | | | | | | |
| Purchase Order Number | Main Account Telephone Number | Check Deny Service or Restore Service | Disconnect Service After Denial | Telephone Number, if different from Main Account Number | Requested Due Date | BellSouth Order Number | Due |
| | | ☐ Deny ☐ Restore | ☐ Disconnect | | | Oldo Hamaei | TAIC |
| | | ☐ Deny ☐ Restore | ☐ Disconnect | | | | - |
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| | | Deny Restore | Disconnect | | | | |
| | | ☐ Deny ☐ Restore | Disconnect | | | | |
| Firm Order | r Confirmation | Full Billing for all se | ervices continues while | e the account is in denied status. | | | · |
| | | - | | | | | |
| outh Service Rep | | Tcl #: 800- | 872-3116 Remarks | | | | |

Scheduling Due Dates

Basic Telephone Service (Business & Residence)

Due dates for OLEC end users will be assigned using the same guidelines as used for BellSouth end users. BellSouth will provide service on the requested due date or the earliest available installation date thereafter.

Note:

Every effort will be made to meet an end user's requested due date if one is provided. The due date is impacted by work load, features and services requested, equipment availability, premise visit requirements, etc. These items can only be determined when the order is processed. Commitments should not be made to the end user until a Firm Order Confirmation is received.

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Scheduling Due Dates (continued)

Complex Services

BellSouth will attempt to meet requested due dates for complex services, both project and non-project. However, due dates for project services must be negotiated through a project coordination team and normally require extended intervals.

Complex Services
- Non-Project

The following services are considered non-project. If the quantity exceeds a service specific threshold, project treatment will be required. This list is not all inclusive.

- * 2.4kb, 4.8kb, 9.6kb, 56kb, 64kb services
- * Dial Access Lines and Wats
- * Multi-point services
- * Private line services (alarms, tie lines...)
- * Metro Services (subsequent orders-see projects)
- * Trunk-side terminations (DID changes to existing groups)
- * Voice grade services (FX's, OPX's, LG's...)
- * Non-access and access non-designed specials
- * ISDN basic rate and single line
- * Non-FSO ESSX service

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Scheduling Due Dates (continued)

Complex Services
- Project

Projects are defined as any type of service request which requires external/internal coordination for the procurement of facilities or equipment. Dates for these services will be negotiated with the project coordination team. The following require project treatment. This list is not all inclusive.

- *1.544mbs
- *AccuPulse
- *Alternate Service Wire Center
- *CCS Links
- *Commercial Video
- *Derived Data Channel Service (FastConnect)
- *ESSX Service into ISDN
- *FlexServ
- *Large quantities for non-project services
- *LightGate or DS3 or upgrade
- *MegaLink Channel Service (channelized nonaccess 1.544mbs)
- *MegaLink into ISDN
- *PulseLink Service
- *SMARTRing
- *Special Assemblies and Alternate Routing Requests
- *Trunk-side terminations (DID, new groups).

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Confirmation of Service Request

After processing the OLEC service request, a Firm Order Confirmation (FOC) will be returned to the OLEC via facsimile. The confirmation will provide the BellSouth order number, the negotiated service due date, telephone numbers (as applicable to the service), and the BellSouth service representative name and telephone number. Additional service specific data may also be provided.

Note:

The FOC does not constitute, and is not, a guarantee that facilities are available. The committed due date is based on an assumption that facilities are available. If there is a post-FOC facility problem, the OLEC will be informed of the estimated service date. BellSouth will attempt to issue the FOC within 24 hours of receipt of a complete/correct service request.

Service Request Changes and Cancellations

BellSouth should be notified as soon as possible of any service request changes or cancellations. Early notification will allow adequate time to process the change and notify all affected departments. This will ensure the order properly reflects all requested service and appropriate billing.

Changes and cancellations should be submitted by facsimile. The Supplemental Local Service Request (SLSR) should have specific remarks identifying the desired action and/or changes.

Missed Appointments

If an appointment is missed for end user reasons, the LCSC will provide notification (see following page) to the OLEC via facsimile.

The OLEC should enter a new requested due date on the notification form and return the form via facsimile to the LCSC. If a new due date is not provided within 14 calendar days, the original service order will be canceled.

Service Jeopardies

If it is determined, after the Firm Order Confirmation but prior to the due date, that a committed service date cannot be met for any reason, the OLEC will be notified promptly by a telephone call from the LCSC.

If it is determined on the due date that the service cannot be provided on that date, the OLEC will be notified promptly by a telephone call from installation control center personnel.

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BellSouth Missed Appointment Notification

| cal Exchange | Company | | |
|---------------|---------------------------------------|---|--|
| OCN | | | |
| | | BellSouth Order Number | |
| ne Number _ | | | Missed Due Date |
| | | | |
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| equested | | | |
| Requested Due | Date | | |
| | Premise Access, it | f applicable: Hours are Mond | ay - Friday |
| y 8:00 - 6:00 | ☐ AM 8:00 - Noon | PM Noon - 6:00 PM | 4 Hour Interval (Bet. 8:00 & 6:00) |
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| | ne Number | Requested Requested Due Date Premise Access, i 8:00 - 6:00 | BellSouth Order Number ne Number Requested Premise Access, if applicable: Hours are Mond 8:00 - 6:00 |

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OLEC-to-BELLSOUTH ORDERING GUIDELINES RESALE

RESERVING POTS TELEPHONE NUMBERS

Reserving Telephone Numbers for End User Assignment

As an option, OLECs may choose to reserve a pool of numbers for POTS (Plain Old Telephone Service) which will allow the "preassignment" of numbers for end users. Telephone numbers may be reserved by submitting a POTS Number Reservation Request. The form and instructions for completion are provided in this section. Prints of the reserved telephone numbers (example included in this section) will be returned to the OLEC by fax.

A maximum of 100 telephone numbers per CLLI (Common Language Location Identifier) may be reserved for a maximum of three months. It is up to the OLEC to manage their pool of numbers so as to prevent duplicate number assignments and monitor the reserved numbers for exhaustion. Additional numbers can be requested as required.

The OLEC may assign a reserved telephone number as appropriate during negotiations with end users. However, the OLEC must advise the end user that the number cannot be guaranteed until service is installed.

Note:

Reserved POTS numbers are not permanently assigned to an OLEC. As numbers are freed up by end user activity, they will be returned to the general purpose pool which is controlled by BellSouth.

Special Considerations

Some end user locations are served by multiple switches which may support different services. It is the OLEC's responsibility to take this into consideration when assigning a telephone number.

At times, it is necessary for BellSouth to introduce a 'switch freeze' for switch replacement activity. When this happens, number reservation in BellSouth systems is disallowed.

ONLY POTS (Plain Old Telephone Service) numbers may be reserved. DID number scopes, series hunting, TERs (Terminals), HMLs (Hunting Multi-Line), Special Numbers, etc., must be assigned by the LCSC on a case-by-case basis to meet needs for specific service order activity.

Some switches serve multiple local calling areas. The LCSC will have a list of these exceptions, for proper administration of number reservations.

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OLEC-to-BELLSOUTH ORDERING GUIDELINES RESALE

POTS Telephone Number Reservation Request

The POTS Telephone Number Reservation Request is designed to reserve blocks of telephone numbers associated with specific CLLI (Common Language Location Identifier) codes. It can only be used to reserve POTS (Plain Old Telephone Service) numbers DID number scopes, series hunting, TERs, HMLs, etc., must be assigned by the LCSC on a case-by-case basis to meet needs for specific Local Service Request activity.

A copy of the request form follows these instructions. Following are definitions for the requested data.

| Date: | The date the OLEC submits the POTS Number Reservation Request to the LCSC. |
|-------|--|
| Page | of: Enter the appropriate page #s at the top of each POTS Number Reservation |
| | Request form submitted. |

A. - Other Local Exchange Company

Co/OCN: The Company Name and 'Operating Company Number' for the OLEC submitting the POTS Number Reservations Request.

FAX #: The OLEC's fax number for receipt of the reserved numbers.

Requested By: The name of the person completing the POTS Number Reservations Request who is responsible for coordination of the request and any related questions.

Tel #: The telephone number of the person submitting the POTS Number Reservation Request.

Remarks: Available for the issuer to provide any additional information that would assist in processing the request for number reservation.

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OLEC-to-BELLSOUTH ORDERING GUIDELINES RESALE

POTS Telephone Number Reservation Request

B. - Reservation Request Details

CLLI: 11 Alpha/Numeric Character Common Language Location Identifier code.

Number to Reserve: A maximum of 100 POTS telephone numbers can be reserved at a time.

Reserve Until Date: POTS telephone numbers can be reserved for up to three (3) months.

Confirmation Number: This field will be completed by LCSC. The Confirmation Number will be found on the printout with numbers reserved for the designated CLLI.

Number Reserved: This field will be completed by LCSC, if required. It will only be populated if LCSC was unable to completely fill your request.

Reserve Until Date: This field will be completed by LCSC, if required. It will only be populated if LCSC was unable to reserve the numbers for the period of time requested.

C. - Reservations Provided By

BellSouth Service Representative: The name of the BellSouth Local Carrier Service Center (LCSC) employee who is responsible for providing the CLLI code telephone number reservations.

Telephone Number: The telephone number of the BellSouth Service Representative.

Remarks: Available for the BellSouth Service Representative to provide any additional information required.

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BELLSOUTH POTS NUMBER RESERVATION REQUEST

| CLLI Code | Number to Reserve (max 100) | Reserve Until Date | | Number | Rese |
|-----------|-----------------------------------|--|------------------------|--|-------|
| CLLI Code | 1 | Until Date | | 1 | |
| CLLI Code | | | Confirmation Number(s) | Reserved | Until |
| | (max 100) | (max 3 mo) | | (if diff) | (if d |
| | | /_/ | | | -/- |
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| | aber Scopes, Hunting | aber Scopes, Hunting Series, TERs, HMLs, S | | | |

EXAMPLE OF TELEPHONE NUMBER RESERVATION PRINTOUT

COMMAND: ATLAS XXXXXXX

SITE: TELEPHONE NUMBER RESERVATIONS (TNR-2.1)

ASR #: SWITCH TYPE: xxxx

TN: 561 637 - **** WC: DLBHFLKP49E CO(TTA): XXX

QUANTITY: 10 EASY NUMBER(S): N COIN INDICATOR: N SEQUENTIAL: N RESERVE ALL UNTIL 08 / 31 / 96 CONFIRMATION NUMBER: 7B87K1B

SELECT NPA NXX-LINE RESERVE UNTIL 561 637-3663 08/31/96 561 637-2559 08/31/96 561 637-1842 08/31/96 08/31/96 561 637-5732 561 637-3892 08/31/96 561 637-1616 08/31/96 561 637-9940 08/31/96 561 637-9539 08 / 31 / 96 561 637-9340 08/31/96 561 637-9298 08/31/96

CUSTOMER NAME: ABC LOCAL CARRIER TN: 800 XXX-XXXX

ORIGINATOR: MARY SMITH PAGE 1 OF 1

MESSAGE 300-TNR-01: NUMBERS MARKED WITH *ARE RESERVED

Note: Only 10 numbers are provided per screen. Printed screens of reserved numbers will be faxed to the OLEC along with the original request noting confirmation numbers.

SPECIAL NUMBER ASSIGNMENTS

Description

A special telephone number is a number that is not randomly assigned by BellSouth mechanized systems. These are end user requests for either a specific telephone number or for an easy to remember telephone number. Following are some examples of possible requests.

| ТҮРЕ | EXAMPLE |
|--|--------------------------------------|
| Sequential Numbers | 321 -1234 |
| Numbers Used to Spell Words | 321- 3425 or 321-DIAL |
| Identical Numbers | 321-1111 |
| Telephone Number Listed in the Directory Using Alpha in Lieu of Numeric Characters | 529-BABY |
| Any digit(s) is Specified | XXX-X6XX or XXX- XX9X or XXX-XX55 |

Restrictions

- This service is available only where facilities or arrangements permit.
- Number alternatives are limited to those normally available for the serving central office or wire center which provides the access line.
 The end user is limited to the available options for the first three
 (3) digits (NXX) of the special telephone number.
- A Special Number Assignment Charge (SNAC) applies for the search only (if unsuccessful) or for the search and assignment (if successful) of special telephone number(s) per request, per telephone line. The search only charge will apply even if the order is subsequently cancelled.
- Only three (3) searches per line per charge are allowed, unless the customer agrees to pay an additional Special Number Assignment Charge(s).
- A search will not be made for a number unless an end user is placing an order.

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OLEC-to-BELLSOUTH ORDERING GUIDELINES RESALE

SPECIAL NUMBER ASSIGNMENTS (continued)

Guidelines

The Special Number Assignment Charge (SNAC) applies whether or not the search is successful. SNAC is applicable due to the work required to search for and/or assign a workable number. Therefore, the charge billed to the OLEC end user is non-refundable.

The SNAC applies in addition to other applicable charges.

Where two or more NXXs are available, it is not considered a special number request when the customer requests one NXX over another in the area.

When requesting Special Number Assignments, the end user must:

1) state a desire for an easy number or, 2) provide the specific number being requested. Requests for Special Number Assignments should be checked on the LSR (Section B) with details provided as necessary either in Section B or in Section A (OLEC Remarks).

Request for an Easy Number

An end user may request an easy number if they do not wish to choose a specific telephone number. When an easy number is desired, the customer is provided with three (3) "easy number" candidates from which to choose.

After the LSR is received, the LCSC Service Representative will call the OLEC with the three (3) "easy numbers". One number should be selected prior to the FOC.

Request for a Specific Number

An end user should be allowed to designate up to three (3) choices for a number(s) in order of desirability (i.e., a; (1st choice) - XXX-1234; b. (2nd choice) - XXX-4321; c. (3rd choice) - XXX-4343). The request should always be submitted specifying the desired digits, whether the request is for a specific number, a specific numerical pattern or a request for alpha characters to be listed in the directory in lieu of numeric characters.

If none of the end user choices are available, a telephone number will be randomly assigned and returned on the FOC. If that number is not acceptable to the end user, a supplemental LSR should be submitted with the appropriate request.

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REPAIR PROCEDURES

Reporting Troubles

In the event of a service problem:

- The OLEC's end users must report trouble directly to the OLEC. BellSouth will not accept trouble reports directly from the OLEC's end user customer. End users calling BellSouth will be asked to contact their OLEC. (If the OLEC has provided BellSouth with an appropriate number, BellSouth will provide the OLEC contact telephone number to the end user.) On-line transfer service to the OLEC will not be available.
- The OLEC <u>must</u> pre-screen the end user trouble report in order to obtain information necessary for BellSouth repair. The required prescreening information is provided on the following page.

BELLSOUTH PRE-SCREENING REPAIR QUESTIONS FOR RESELLERS

| | Telephone # Being Reported: |
|---|---|
| 1 | Name: |
| 4 | Address: |
| (| City & State: |
| | Trouble Reported By: |
|] | Report Received By(OLEC contact) |
| (| OLEC Can Be Reached #: |
| | Access # (OLEC or End User): |
| , | Do You Consider Yourself Without Telephone Service? YES / NO (Out-of-Service Question - Florida ONLY) |
| | Is This a Calling / Called Report? Does the Problem Occur When the End User: |
| | a. Is Called by Someone Else |
| | b. Is Calling a Telephone Number |
| | b. Is Calling a Telephone Number If a., (Called), Provide the Calling Telephone # |
| | If a., (Called), Provide the Calling Telephone # Is the Trouble on All the End User Phones? YES / NO If NO, Which Phone has Trouble |
| | If a., (Called), Provide the Calling Telephone # Is the Trouble on All the End User Phones? YES / NO |
| | If a., (Called), Provide the Calling Telephone # Is the Trouble on All the End User Phones? YES / NO If NO, Which Phone has Trouble |
| | If a., (Called), Provide the Calling Telephone # |

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REPAIR CENTER TELEPHONE NUMBERS

| State | Residence | Business |
|----------------|----------------------|-----------------|
| ALABAMA | 800-538-6277 | 800-247-2020 |
| NORTH FLORIDA | 800-216-56 88 | 800-247-2020 |
| SOUTH FLORIDA | 800-432-1424 | 800-247-2020 |
| GEORGIA | 800-867-5662 | 800-247-2020 |
| KENTUCKY | 800-217-5057 | 800-247-2020 |
| LOUISIANA | 800-335-2998 | 800-247-2020 |
| MISSISSIPPI | 800-427-4171 | 800-247-2020 |
| NORTH CAROLINA | 800-642-0544 | 800-247-2020 |
| SOUTH CAROLINA | 800-642-0544 | 800-247-2020 |
| TENNESSEE | 800-873-8846 | 800-247-2020 |

LONG DISTANCE CARRIER SELECTION

Predesignated Interexchange Carrier Changes Predesignated Interexchange Carrier (PIC) changes for OLEC end users should be referred to the desired carrier. If the desired carrier is BellSouth, or if a PIC change is requested at the same time as other service changes for the end user, the LCSC will process the change.

PIC Requests for New Service

For new or initial service, the PIC selected on the LSR will be processed by the LCSC.

Unauthorized PIC Changes

OLEC end users should report unauthorized PIC changes to the OLEC. The OLEC should contact the Equal Access Service Center (EASC) for resolution. The EASC will correct the PIC and apply charges and/or credits as appropriate.

EASC Telephone Numbers

rom:

Florida, Georgia, North/South Carolina 780-2778
Other BellSouth states 557-6001
Outside BellSouth area 800-456-9127

The EASC does not accept calls directly from an end user.

Directory Assistance Exemption for End Users with Disabilities BellSouth offers local Directory Assistance at no charge on calls from an approved telephone line for end users with disabilities. End Users who are Legally Blind, or are Visually or Physically Disabled may qualify for the exemption.

When an OLEC end user wishes to apply for the local Directory Assistance exemption, the OLEC should provide the end user with the application included in this section. If an end user already has a disability exemption for local directory assistance and switches to another local service provider, a new application must be completed.

The end user should return the application to the OLEC. After review by the OLEC to insure the application is complete, the application, along with proof of the disability, must be mailed to the BellSouth Telecommunications Center for Customers with Disabilities (TCCD). The TCCD does not accept Local Service Requests. Only applications for end user disability exemptions or special equipment inquiries or orders after local service is established are accepted.

The completed application and appropriate documentation from the end user, should be **mailed** to:

Telecommunications Center for Customers with Disabilities BellSouth - 18th Floor 600 North 19th Street Birmingham, Alabama 35203

The local directory assistance exemption will be effective within 24 hours after receipt of complete documentation from the OLEC. No credits for calls or charges prior to receipt of the application (including calls or charges not yet billed) will be given.

06-05-9

Exemption for End Users with Disabilities(continued)

The application for exemption automatically expires in two (2) years for a residential line and in one (1) year for a business line. In order for the end user exemption to continue uninterrupted, a renewal request must be received in the TCCD **prior** to the expiration date.

OLECs may call the following numbers for voice calls with questions about the local directory assistance exemption application. OLEC end users should not be referred to these numbers.

Alabama, Kentucky, Louisiana, Mississippi, Tennessee 557-6253
Florida, Georgia, North Carolina, South Carolina 780-2273
Non-BellSouth territory or outside the Region 800-982-2891

These numbers can also the called for information about special equipment available through the TCCD for end users with disabilities or to place equipment orders.

06-05-96

Persons whose disability prevents their use of directories will not be charged for BellSouth Directory Assistance calls billed to their approved telephone number line. All BellSouth Directory Assistance calls charged to the approved telephone number line will be automatically exempted (deleted) from the bill. The number of allowable free Directory Assistance calls may vary by state. If abuse of this exemption is confirmed by investigation, this exemption could be removed.

Those having the following disabilities may qualify for exemption:

- * Legally Blind Those whose visual acuity is 20/200 or less in the better eye with correcting glasses, or whose widest diameter of visual field subtends an angular distance no greater than 20 degrees.
- Visual Disabled Those whose visual disability, with correction and regardless of optical
 measurement with respect to "Legal Blindness" are certified as unable to read normal
 printed material. (This includes telephone book size characters.)
- * Physically Disabled Those who are certified by competent authority as unable to read or use ordinary printed materials as a result of physical limitations.

(Examples of physical disability cited are: loss of hands, or use or control of hands; constant server tremor, spasticity or paralysis; noncorrectable double or triple vision; incapacitating confinement as in iron lung; severely debilitating conditions such as found in advanced stages of certain diseases.)

 The Federal Register (Vol. 35 #126, dated Tuesday June 30, 1970) is the reference source for these definitions.

If you need an exemption for business use or employment, you must complete an application for that request also.

Please print clearly or type and return completed application to the address below:

. . .

(Insert appropriate OLEC address)

NOTE: This application is for a Residence - 2 year period or for a Business - 1 year period. At the end of that period, a renewal application will be requested which will not require recertification. For information about free Directory Assistance for long distance numbers, please call your long distance company.

Page 1 of 2

Application For BellSouth Directory Assistance Exemption

| Area Code | Telephone Number | | |
|-------------------------------------|---|---------------------------|--------------|
| Billing Name | | | |
| Street Address | | | |
| City, State, Zip | | | |
| Name of Disabled User _ | (First Name) | (Middle Name or Initial) | (Last Name) |
| Relationship to Person Bi (e.g., | lled for Service , self, sister, mother, fathe | r, brother, roommate, emp | loyer, etc.) |
| Explain the nature of th | | | ectory. |
| | | | |
| Residence and Business | Exemptions: | | |
| Signature of Disabled Use | | | |
| Business Only: | | | • |
| Telephone Number Assig | med to Disabled User _ | | |
| Signature of Person Resp | Signature of Person Responsible for Billing | | |
| Title, Department Name | | | • |

IMPORTANT!!

Attach a letter from your physician, clinic or appropriate group/agency verifying your disability. The letter must be on the official letterhead of the physician, etc.

Note: Your telecommunications company will not be responsible for any charges incurred to obtain certification.

Please mail the completed application with attached certification letter to the address shown on page 1 of this application.

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BellSouth Intralata Long Distance Reduced Rates for End Users with Disabilities BellSouth offers reduced long distance rates for calls from an approved telephone line for end users with disabilities. End Users with an Impairment of Hearing or an Impairment of Speech may qualify for the exemption.

When an OLEC end user wishes to apply for reduced BellSouth long distance rates, the OLEC should provide the end user with the application included in this section. If an end user already has a disability exemption for reduced long distance rates and switches to another local service provider, a new application must be completed.

The end user should return the application to the OLEC. After review by the OLEC to insure the application is complete, the application, along with proof of the disability, must be mailed to the BellSouth Telecommunications Center for Customers with Disabilities (TCCD). The TCCD does not accept Local Service Requests. Only applications for reduced rates or special equipment inquiries or orders after local service is established are accepted.

The completed application and appropriate documentation from the end user, should be **mailed** to:

Telecommunications Center for Customers with Disabilities BellSouth - 18th Floor 600 North 19th Street Birmingham, Alabama 35203

The reduced rates for BellSouth long distance calls (described in the application) will be effective within 24 hours after receipt of complete documentation from the OLEC. No credits for calls or charges prior to receipt of the application (including calls or charges not yet billed) will be given.

06-05-96

Reduced Rates for End Users with Disabilities (continued)

The application for reduced rates automatically expires in two (2) years for a residential line and in one (1) year for a business line. In order for the end user reduced rates to continue uninterrupted, a renewal request must be received in the TCCD prior to the expiration date.

The end user must contact their interlata long distance carrier for information concerning reduced rates for their service.

OLECs may call the following numbers for voice calls with questions about the reduced rates application. OLEC end users should not be referred to these numbers.

Alabama, Kentucky, Louisiana, Mississippi, Tennessee 557-6253
Florida, Georgia, North Carolina, South Carolina 780-2273
Non-BellSouth territory or outside the Region 800-982-2891

These numbers can also the called for information about special equipment available through the TCCD for end users with disabilities or to place equipment orders.

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How To Apply For A Reduction In Charges

Persons whose hearing or speech impairment requires their use of a teletypewriter or telecommunications device for the deaf for telephone communications are eligible for reduced long distance rates.

Those qualifying for reduction are: a) persons with hearing impairment as defined on the last page of this application; or b) persons with severe speech impairment as defined on the last page of this application. Reductions will be provided where the telephone is in the disabled person's name, or in the name of a member of his or her household.

The long distance reduced rates which may apply are:

Long Distance dial station-to-station (DDD) day or evening calls originated from a designated residence telephone associated with a Portable Communications Terminal or TDD/TTY. The reductions are as follows:

- a DDD call made in the day rate period will be billed at the evening DDD rate;
- a DDD call made in the evening rate period will be billed at the night DDD rate

Please print clearly or type the application according to the following instructions.

- Give your name and address.
- h Fill in the name and address of the customer to whom the telephone is billed.
- C Fill in the 10-digit telephone number.
- Provide the manufacturer's name, model number and serial number of the TDD/TTY device. The manufacturer's name should be on the face of the TDD/TTY equipment, the model and serial numbers generally are on the back. Check with your supplier if you can't locate these numbers.
- After completing sections a, b, c and d, please provide acceptable certification in item 7. This certification must be either one of the following:
 - Signature of a physician, otolaryngologist, or licensed speech-language pathologist or audiologist, or of
 the authorized representative of a social agency that conducts programs for the hearing or speech impaire
 in cooperation with an official agency of your state.
 OR
 - As an alternative, you may submit a previous certification establishing the impairment of your hearing or speech, such as those which quality you for social security benefits on the basis of total hearing impairment or for use of facilities of an agency for the hearing or speech impaired.

In either case, be certain to complete item 9. Then sign and date the application.

f Mail the completed form to:

Insert appropriate OLEC address

Application For Reduction In BellSouth Long Distance Charges

| a | 1. | Name of the person applying for reduction | First Initial Last |
|---|------|---|---|
| | 2. | Address | Street |
| | | | City |
| | | | State and ZIP Code |
| b | 3. | Name of the customer to whom telephone is | First Initial Last |
| | 4 | billed | Street |
| | 4. | Billing address (if different from 2) | City |
| | | | State and ZIP Code |
| c | 5. | Telephone Number | Area Code Telephone Number |
| d | 6. | List the manufacturer's name, model number, and serial number of the TDD or TTY device. | |
| е | 7. | Signature of authorized agency representative or physician, otolaryngologist or licensed speech-language pathologist or audiologist | I certify that the applicant has impairment of hearing or severe speech impairment, on the basis of the procedure shown on page 3 of this application, and qualifies for reduction in charges for TDD/TTY communications. |
| | | OR | |
| i | 8. | Check box and provide copy of previously obtained certification | |
| | 9. | Name and address of authorized agency or person making certification | |
| | | | |
| | sign | nature of person applying for reduction (or if nature of person signing for applicant, please icate relationship). | Signature Date |
| | | | Relationship |

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Impairment of Hearing

The American Academy of Otolaryngology (A.A.O.) has developed the following procedure for measuring and calculating the percentage impairment of hearing.

- Using an audiometer that is calibrated according to American National Standard Specifications for Audiometer, S3.6--1969, readings are made on the "hearing threshold level dial" to determine the hearing level for pure tones of the frequencies of 500, 1000, 2000 and 3,000 Hz.
- 2. These readings show the number of decibels (dB) that the listener's threshold of hearing lies above the standard audiometric zero for each frequency.
- 3. The hearing level for speech is the average of the audio-metric measurements made at the four frequencies, computed separately for each ear.
- 4. Under the criteria used by the A.A.O., 60 per cent impairment is reached when the average hearing level for pure tones in the better ear is 65 dB.
- 5. Where the average level is higher than 65 dB, the hearing impairment exceeds 60 per cent.

In addition, certain individuals may have less than 60 per cent impairment for pure tones, but have poor speech discrimination. Written confirmation from an audiologist or an otolaryngologist certifying that an individual's speech discrimination precludes normal use of the telephone will also be accepted by the company as qualification for discounts.

Impairment of Speech

The American Medical Association's Committee on Rating of Mental and Physical Impairment recommends the following procedure for evaluating speech impairment as to three categories: audibility, intelligibility, and functional efficiency.

Judgments of speech impairment should be based on direct observation of the person's speech and on reports of the person's performance in situations of everyday living. Following is a summary of the recommended standardized procedure for evaluation:

- Place the person approximately eight feet from the examiner in a "reasonably quiet" environment.
- 2. Interview the person to permit observation of speech in ordinary conversation.
- 3. Observe the person's speech in reading aloud a simple prose paragraph.

.

- 4. The examiner should record his or her judgment of the person's speech capacity in the three categories with reference to the following classifications (65 to 85 per cent of impairment, according to the AMA Committee's guidelines):
 - Audibility Can produce speech of intensity sufficient for a FEW of the needs of everyday speech
 communications; can barely be heard by a close listener...able to whisper audibly, but has no voice.
 - Intelligibility Can perform a FEW of the necessary articulatory acts for everyday speech communications; can produce some phonetic units...however, unintelligible out of context.
 - Functional Efficiency Can meet a FEW of the demands of articulation and phonation for everyday speech communication...such as single words or short phrases...speech is labored; rate is impractically slow.
- 5. The degree of impairment of speech function is equivalent to the greatest percentage of impairment as recorded for any one of the three categories.
 - See "Guides to the Evaluation of Permanent Impairment", 109-111, American Medical Association, 1971.

Service Provider Change Notification Upon receipt of a service request 1) from an end user to switch service from an OLEC to BellSouth or 2) from an OLEC to switch an end user from another OLEC, BellSouth will issue orders to accommodate the request. The current service provider will not be contacted for authorization. BellSouth, per the blanket LOA agreement, will assume that the initiating OLEC has an end user authorization letter on file. BellSouth will mail (next business day after order completion) a notification (following page) to the former OLEC.

SERVICE PROVIDER CHANGE NOTIFICATION

SAMPLE LETTER

| Notice To: | OLEC Name |
|------------|--------------|
| | OLEC Address |

Date:

We have received notification that the telephone account (NPA-NXX-XXXX) for (Customer Name) should be transferred to another OLEC. Consequently, effective on (due date of service order), the account for this customer has been transferred to the desired service provider.

Unauthorized Service Provider Change Notification When notified that a customer has been switched to a new local service provider without authorization, BellSouth will return the customer to the desired local service provider. The 'from' (unauthorized) local service provider will be billed for the unrequested change. A notification letter (following page) will be mailed to the unauthorized OLEC.

03-01-96

UNAUTHORIZED CHANGE NOTIFICATION SAMPLE LETTER

| Notice To: | OLEC Name OLEC Address |
|------------|---------------------------|
| | |

Date: _____

We have received notification that the telephone account (NPA-NXX-XXXX) for (Customer Name) was transferred to you in error. Consequently, effective on (due date of service order), the account for this customer has been re-established with the desired service provider.

03-01-96

SERVICE RESTRICTIONS

This section is not intended to be, nor does it constitute, an all inclusive list of service restrictions. The state tariffs, and OLEC-specific contracts, are the ultimate source of service/feature availability.

Calling Card

BellSouth will not offer line based (where the calling card number is a BellSouth telephone number) calling cards on OLEC accounts. If an end user switches from BellSouth to an OLEC, existing line based calling cards will be disabled/discontinued.

LIDB

Without specific contracts between an OLEC and BellSouth, telephone numbers assigned by BellSouth for OLEC end users will not be entered into BellSouth's LIDB (Line Information DataBase). The absence from LIDB may prevent receipt of collect and third number toll calls.

However, there is no guarantee of blocking because some toll providers will pass toll calls even though the telephone number is not found in LIDB. If the OLEC wants to ensure that collect and third number tolls will be either processed or blocked, the OLEC should execute a LIDB storage agreement with BellSouth, which will enable BellSouth to place the appropriate blocking entries therein. There is no charge for the LIDB storage agreement.

"Grandfathered Services"

"Grandfathered" (or obsoleted) services/features are those which have been removed from the applicable tariffs, but were allowed to remain in service with the subscribed end users. These services will not be available to an OLEC end user, and will be disabled/removed if a currently subscribed end user switches to an OLEC.

Note: When an OLEC requests a "Switch as is" transfer of service from

BellSouth, a grandfathered inside wire maintenance plan will beautomatically replaced with the most comparable available maintenance plan. If no inside wiring plan is desired, the OLEC should request a disconnect of the existing plan on the LSR (Local Service Request).

RESELLER BILLING

Bill Description

CLUB (Customized Large User Bill) Summary Bill is the recommended format for Reseller billing. The CLUB Summary process will generate a consolidated bill in each billing period (20) for the Reseller's customers in that billing period. The CLUB bill will consolidate all the Reseller's customers' charges at a master account level. Complete end user billing detail is provided in the CLUB Summary Bill.

Electronic receipt (EDI, Magnetic Tape Billing, etc.) of the CLUB Summary Bill is recommended. A paper bill is also available.

Electronic payment processes are also available and recommended.

Billing Requests

Requests for the establishment of CLUB Summary Billing should be directed to the LCSC. The Enhanced Billing Services (EBS) work group will support the preparation of the Enhanced Billing Services Request Form and the establishment of the CLUB Summary Billing account. The EBS office can be reached through the LCSC.

End User Billing Arrangements

Existing end user billing arrangements (i.e., CLUB billing) will be discontinued if the end user switches from BellSouth to an OLEC.

03-29-96

TARIFFS

Tariff Resources

Copies of tariffs may be purchased through outside Tariff Advisory Services. Listed below are the tariff advisories currently contracting with BellSouth.

Connie Wightman

Technologies Management, Inc.

P.O. Drawer 200, or

163 E. Morse Boulevard, Suite 300

Winter Park, FL 32780-0200

Telephone: (407) 740-8575

Brian Lem

CCMI/UGG

11300 Rockville Pike

Suite 1100

Rockville, MD 20852-3030

Telephone: (301) 816-8950

William Goddard

Telecommunications Information Services

280 North Providence Road

Media, PA 19063

Telephone: (215) 891-6857

Janice Fromer

Tele-Tech Services

P.O. Box 757

McAfee, NH 07428

Telephone: (201) 827-4421

International Transcription Service (ITS)

Room 140

21 M Street, NW

Washington, DC 20037

Telephone: (202) 857-3800

Misty Mason Valucom, Inc.

415 Church Street, NE, Suite 204

Vienna, VA 22180

Telephone: (703) 255-0700

Ken Shafer

Communications Image

Technologies, Inc.

2222 Gallows Road, Suite 160

Dunn Loring, VA 22027

Telephone: (703) 698-7050

Maureen Osorno

Product Manager Tariff Services

Room 2B41

100 South Jefferson Road

Whippany, NJ 07981

Public Reference Room

In the FCC

Room 514

1119 M. Street, NW

Washington, DC 20554

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OPTIONAL SERVICES

Instructions for the following service features are included in this section:

Anonymous Call Rejection

Call Block

Call Forwarding

Call Return

Call Selector

Call Tracing

Call Waiting

Caller ID - Number Delivery

Caller ID Deluxe - Name and Number Delivery

Per-Line Blocking

Preferred Call Forwarding

Repeat Dialing

RingMaster® I and II Service

Speed Calling 8

Speed Calling 30

Three-Way Calling

ANONYMOUS CALL REJECTION

Anonymous Call Rejection allows you to automatically reject calls from callers who have a privacy feature (Calling Number Delivery Blocking-Permanent or Per Call). The privacy feature will prevent their number from being displayed when they call you. When you activate Anonymous Call Rejection, you will not know when calls are being rejected. Your callers, which are being rejected, will hear announcement similar to the one following:

Your call has been properly delivered, but the party you are trying to reach is not accepting calls from callers who do not allow delivery of their telephone number. Please hang up, do not block the delivery of your number, and call again.

Anonymous Call Rejection must be activated on your line before private calls will be rejected.

To activate:

- 1. Lift handset and listen for dial tone
- 2. Press *77 (for rotary or dial pulse telephones, press 1177). You will hear two short confirmation tones.

To deactivate:

- 1. Lift handset and listen for dial tone
- 2. Press *87 (for rotary or dial pulse telephones, press 1187). You will hear an announcement confirming deactivation.

 Note: If you have Prestige®Communications Service, press *58 to activate and Press *68 to deactivate.

 (for rotary or dial pulse telephones, press 1158 to activate or 1168 to deactivate)

NOTES ON ANONYMOUS CALL REJECTION

If you activate Anonymous Call Rejection and Call Forwarding at the same time and receive a call from someone with a privacy feature, the caller will be routed to the Anonymous Call Rejection announcement.

If you Call Forward your calls to someone who has activated their Anonymous Call Rejection feature and your Anonymous Call Rejection feature is deactivated, your caller will be routed to the forwarded party's Anonymous Call Rejection announcement.

If you have Call Waiting and Anonymous Call Rejection activated, you will not receive the Call Waiting tone when callers with a privacy feature call you. The caller will be routed to the Anonymous Call Rejection announcement.

If you have Caller ID and you activate your Anonymous Call Rejection feature, calls from someone with a privacy feature will not appear in your display unit, but will be routed to the Anonymous Call Rejection announcement.

If you have Call Selector and Anonymous Call Rejection activated, and receive a call from someone with a privacy feature who is on your Call Selector list, you will bear distinctive ringing.

If you receive a call from someone with a privacy feature who is on your Preferred Call Forwarding list, they will be forwarded to the remote location. If the remote location has Anonymous Call Rejection activated, the caller will be routed to the Anonymous Call Rejection announcement.

CALL BLOCK

Call Block prevents the last person who called you from reaching you again (from the same calling number). It also rejects phone numbers you put on your Call Block service. You may have up to six phone numbers on your Call Block list. You need not fill the complete six number list in order to use the service. You will also receive recorded instructions when using Call Block; however, you may dial during these instructions for faster service.

HOW TO USE CALL BLOCK

| FUNCTION DESIRED | TOUCH-TONE | ROTARY or DIAL PULSE |
|--|---|--|
| To Access the Service | Press * 60 - Listen for Instructions | Dial 1160 - Listen for Instructions |
| To Turn On/Off Service | Press 3 - Listen for Instructions | Dial 3 - Listen for Instructions |
| To Add a Number To Your List First, Access Service | Press #, Dial Number, Press # | Dial 12, Dial Number |
| To Add the Last Calling Number To Your List (Number Unknown) First, Access Service | Press #, Dial 01, Press # Numbers added to list by this method may be termed "private" when the list is reviewed. | Dial 12, Dial 01 Numbers added to list by this method may be termed "private" when the list is reviewed. |
| To Hear the Numbers on Your List First, Access Service | Dial 1 Dial 07 immediately after hearing a # to remove that # from your list. | Dial 1 Dial 07 immediately after hearing a # to remove that # from your list. |
| To Remove a Number From Your List First, Access Service | Press *, Dial the #, Press * | Dial 11, Dial the # |
| To Remove all List Entries First, Access Service | Dial 08, then * | Dial 08 |
| To Remove Only Private Entries First, Access Service | Dial 09, then * | Dial 09 |
| To Save List Unchanged First, Access Service | Hang Up | Hang Up |
| To Hear Instructions Repeated | Dial 0 | Dial 0 |

NOTES ON CALL BLOCK

| If: | Then: |
|---|--|
| One of the numbers is on your Call Selector or Preferred Call Forwarding lists | Call Block will override the others |
| You put a number on your Call Block list | Callers from that # will be told that Call Block has been activated and calls from their # will not be accepted. |
| You hear an announcement the # cannot be put on your list | You tried to enter an invalid or non-working #, or You tried to enter a # outside the TouchStar service area, or You tried to enter your own # |

The Call Block list must contain the Main Telephone Number if the caller being blocked subscribes to RingMaster®.

CALL FORWARDING

Call Forwarding automatically transfers your incoming calls to whatever number you specify. When you use Call Forwarding, you can continue to make outgoing calls from your own phone line. Call Forwarding will stay in effect until you cancel it.

HOW TO USE CALL FORWARDING

- 1. Listen For A Dial Tone.
- 2. Dial 72# With touch-tone service telephones (72 with rotary or dial pulse telephones).
- 3. Listen For A Second Dial Tone, and dial the number you want your calls forwarded to. (If you have Speed Calling, dial the Speed Calling code.)
- Listen For Ringing. Inform the party who answers that you are forwarding your calls. Call Forwarding is now established.

If you get a busy signal or no answer, Call Forwarding can still be established by repeating Steps 1-4, and no answer is necessary. (In some areas, after you repeat Steps 1-4, you will hear three short tones followed by a steady dial tone.)

NOTES:

- To verify the status of Call Forwarding, dial 72# with touch-tone service telephones (72 with rotary or dial pulse telephones). If you hear a fast busy signal, your calls are being forwarded.
- There will be a short ring on your phone when a call is being forwarded, but these calls cannot be answered from your telephone.
- Don't forget to tell the person who will receive your calls that you are establishing Call Forwarding. This is especially important if you will not be at that location to receive the calls.
- Inform others using your phone that no incoming calls can be received while Call Forwarding is in effect.
- If you forward calls to any number outside your local calling area, you will be charged for any calls forwarded from your number to the distant number.

HOW TO END CALL FORWARDING:

- 1. Dial 73# With touch-tone service telephones (73 with rotary or dial pulse telephones).
- 2. Listen For Three Short Tones followed by a steady dial tone.

NOTES:

- To verify deactivation of Call Forwarding, dial 73# with touch-tone service telephones (73 with rotary or dial pulse telephones). Three short tones followed by a steady dial tone confirms deactivation.
- Remember, Call Forwarding will remain in effect until you cancel it.

CALL RETURN

Call Return automatically calls back the last number that called you, whether or not you answered the phone.

To use:

- 1. LISTEN FOR DIAL TONE
- 2. PRESS *69 (1169 for rotary or dial pulse telephones) In some areas after pressing *69 or 1169, you will hear the number, date and time of the last call received. If you want to return the call press 1. If you do not want to return the call, hang up.
- 3. IF THE LINE IS:

NOT BUSY ___listen for normal ringing.
BUSY ___listen for announcement, hang up, you will hear a special ring when the line is free.

To cancel the special ring:

1. PRESS *89 (1189 for rotary or dial pulse telephones), then listen for announcement. If you subscribe to Prestige® Communications Service or Prestige® Single Line service your code to cancel is *59.

NOTES ON CALL RETURN

When the line is busy:

- Call Return will automatically attempt to place the call every minute for half an hour.
- When the line becomes free you will hear a special ring (short-short-long ring cycle).
- Pick up the receiver and the number you were calling will ring.
- If you don't pick up, in most areas, the special ring will be repeated every 5 minutes for the remainder of the half hour, provided the line remains free.

You may place and receive calls while Call Return is trying to reach a busy number.

Call Return is capable of monitoring more than one busy phone number at a time. Your phone will signal you with a special ring when one of these numbers becomes available; however, you will not be able to tell which of the numbers it is. If you wish, you may cancel the special ring, but this cancels all of the numbers which are monitored.

If you use Call Return to a long distance number, you will be billed for a long distance charge.

If you hear a recorded announcement that the call cannot be completed or a fast busy signal, it will be for one of these reasons:

- The number you are trying to call back is not in the TOUCHSTAR® service serving area.
- The TOUCHSTAR service is temporarily overloaded and cannot complete the call. Please try again.
- The number you're trying to call back has activated Call Forwarding service.

If you activate Call Return to a line that has RingMaster® service, the call will always return to the Main Telephone Number.

When you use Call Return with RingMaster® service, you will have four ringing patterns to consider:

Main service Telephone Number
First RingMaster® Telephone Number
Second RingMaster® Telephone Number
Call Return/Repeat Dialing

One long ring Two short rings Short, long, short ring Short, short, long ring

CALL SELECTOR

Call Selector lets you know when calls are coming from particular telephone numbers. With Call Selector, you make a list of these phone number(s), then your phone will signal you with a special ring (short-long-short ring cycle) when someone from your list is calling. You begin by making your list of "selected" numbers after accessing your Call Selector service. You may have up to six phone numbers on your Call Selector list. You need not fill a list in order to use the service. You will also receive recorded instructions when using Call Selector; however, you may dial during these instructions for faster service.

HOW TO USE CALL SELECTOR

| FUNCTION DESIRED | TOUCH-TONE | ROTARY of DIAL PULSE |
|--|---|--|
| To Access the Service | Press * 61 - Listen for Instructions | Dial 1161- Listen for Instructions |
| To Turn On/Off Service | Press 3 - Listen for Instructions | Dial 3 - Listen for Instructions |
| To Add a Number To Your List First, Access Service | Press #, Dial Number, Press # | Dial 12, Dial Number |
| To Add the Last Calling Number To Your List (Number Unknown) First, Access Service | Press #, Dial 01, Press # Numbers added to list by this method may be termed "private" when the list is reviewed. | Dial 12, Dial 01 Numbers added to list by this method may be termed "private" when the list is reviewed. |
| To Hear the Numbers on Your List First, Access Service | Dial 1 Dial 07 immediately after hearing a # to remove that # from your list. | Dial 1 Dial 07 immediately after hearing a # to remove that # from your list. |
| To Remove a Number From Your List First, Access Service | Press *, Dial the #, Press * | Dial 11, Dial the # |
| To Remove all List Entries First, Access Service | Dial 08, then • | Dial 08 |
| To Remove Only Private Entries First, Access Service | Dial 09, then • | Dial 09 |
| To Save List Unchanged First, Access Service | Hang Up | Hang Up |
| To Hear Instructions Repeated | Dial 0 | Dial 0 |

NOTES ON CALL SELECTOR

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| If: | Then: |
|---|---|
| You also subscribe to Call Waiting | Incoming calls from your list will have a special tone |
| One of your selected numbers is on your Call Block list | (3 beeps) You must turn off Call Block before using Call Selector for |
| out of your selected figures is on your own selection | that number |
| You hear an announcement the # cannot be put on your list | You tried to enter an invalid or non-working #, or |
| | You tried to enter a # outside the TouchStar service area, or |
| | You tried to enter your own # |

Numbers on your Call Selector list provide a distinctive ring. All numbers on the Call Selector list have the same distinctive ring. It is not a separate ring for each number.

Call Selector shares the same ringing pattern with RingMaster® service for a second additional telephone number (a short-long-short ring).

CALL TRACING

Call Tracing enables you to initiate an automatic trace of the last call you received. The BellSouth Annoyance Call Center will automatically receive a message containing the phone number where the abusive call originated, if it is from within the TouchStar serving area, plus the time and date of when the abusive call was placed. It is necessary, however, for you to call the BellSouth Annoyance Call Center and report the date and time of the calls you desire to be investigated. You should call before the end of the next business day.

To use:

- 1. HANG UP after receiving the abusive call
- 2. LISTEN FOR DIAL TONE
- 3. PRESS *57 (1157 for rotary or dial pulse telephones), then listen for announcement.

NOTES

- It is essential that the Call Tracing action, pressing *57 (or 1157) be done immediately after you hang up the phone following the abusive call. If you delay taking action and receive a subsequent incoming call, Call Tracing will not trace the correct number.
- In the event that Call Waiting tone is received during a call that is to be traced, tracing will occur on the Call Waiting number and not the current calling number.
- The telephone company Annoyance Call Center must have two confirmed traces of the same number in order to take further action. Therefore, it is important to activate Call Tracing each time an abusive call is received.
- After having a call traced by pressing *57, it is necessary for you to contact the telephone company Annoyance Call
 Center in your state. Use the number for your state. These are toll-free calls.

| State | Annoyance Call Center |
|--|--|
| Alabama, Kentucky, Louisiana, Mississippi, | 557-6222 - Central Time: 7:30 AM - 5:30 PM |
| Tennessee | |
| Florida, Georgia, North Carolina, South | 780-2969 - Eastern Time: 7:30 AM - 5:30 PM |
| Carolina | |

- When calling the telephone company Annoyance Call Center in your state, identify yourself as a TOUCHSTAR® service
 Call Tracing customer. You must give the Annoyance Call Center the time and date of the abusive call.
- In the case of emergency, contact your local law enforcement agency.

_ 1

- When you use Call Tracing, you will not be given the phone number you are tracing or the person's name. Should you
 desire to seek legal action, the person's number and name will be provided to law enforcement authorities.
- After two confirmed traces of the same number, the Annoyance Call Center will send a deterrent letter to the address of the phone number where the abusive call originated. If the problem persists, contact the Annoyance Call Center for further assistance.

CALL WAITING

Call Waiting lets you answer a second call while talking to the first caller. You can change back and forth between two calls and maintain privacy on both. In some areas, to avoid being interrupted by a second call, you can temporarily control Call Waiting before you make a call. Also, in some areas, Call Waiting can be controlled temporarily while you are in the middle of a call, if you are also a subscriber to Three Way Calling.

HOW TO USE CALL WAITING:

- 1. A Short Tone will sound to alert you to a second call. If you don't respond, another tone will sound 10 seconds later. You can either respond (proceed to Step 2), or ignore the tones until the second caller hangs up.
- 2. Tell The Person You Are Talking To that another call is coming in. You can either put the first call on hold by depressing the switchhook, or else hang up to end the first call.
- 3. Depress The Switchhook for a second to put the first caller on hold and answer the second call.
- 4. You Can Alternate Between First And Second Callers by depressing the switchhook for a second. Each conversation is private. If a third caller tries to reach you while someone is already on hold, you will not hear a tone. The third caller will simply get a busy signal.

HOW TO END CALL WAITING

- 1. End One Conversation by waiting for the caller to hang up. You will be automatically and immediately reconnected to your other call.
- 2. End Both Conversations by hanging up your phone. In some areas, if you hang up while someone is still on hold, your phone will ring. You must answer the ring before you can disconnect from the call holding.

HOW TO TEMPORARILY CONTROL CALL WAITING PRIOR TO MAKING A CALL (where available):

- 1. Listen For Dial Tone
- 2. Dial *70 With touch-tone service telephones (1170 with rotary or dial pulse telephones).
- 3. Listen For Three Short Tones followed by a steady dial tone.
- 4. Dial The Number you wish to reach.

HOW TO TEMPORARILY CONTROL CALL WAITING WHILE A CALL IS IN PROGRESS (where available):

- 1. Depress The Switchhook for a second to put your call in progress on hold.
- Listen For Three Short Tones followed by a steady dial tone.
- Dial *70 With touch-tone service telephones (1170 with rotary or dial pulse telephones). You will hear three short tones
 followed by steady dial tone.
- 4. Depress The Switchhook for a second to return to call holding.

NOTE: You cannot control Call Waiting while a call is in progress and a third caller is attempting to reach you. After a Control Call Waiting conversation is ended, the Call Waiting feature will automatically reactivate.

CALLER ID - NUMBER DELIVERY

Caller ID enables you to identify the telephone number from which an incoming call was placed before you answer the phone. The calling number will be displayed on a specially designed display unit. This display unit is purchased separately from the Caller ID service that you ordered from your telephone company. Unless you have such a display, your Caller ID service will not display the calling number.

After your Caller ID display unit has been properly connected (see the installation instructions provided with your unit), and your Caller ID service has been connected by your telephone company, the calling telephone number for each incoming call will be displayed between the first and second ring of your telephone. After the calling number has been displayed, you may choose to answer your phone in the normal manner, note the number and return the call later or ignore the call completely.

Caller ID service works only on directly dialed calls between phone lines that have the service capability, and only between central offices that can transmit Caller ID information. There may be times when your display unit displays various messages or symbols in addition to, or in place of, the calling number. For an explanation of those messages or symbols, please see the owner's manual that was provided with your unit.

The telephone number is only displayed while the receiver is on hook; therefore, Caller ID will not work simultaneously with Call Waiting.

CALLER ID DELUXE - NAME AND NUMBER DELIVERY

Caller ID Deluxe enables you to identify the calling name and telephone number from which an incoming call was placed before you answer the phone. The calling name and number are displayed on a specially designed display unit. This display unit is purchased separately from the Caller ID Deluxe service. Unless you have such a display unit your Caller ID Deluxe service will not display the calling name and number.

After your Caller ID Deluxe display unit has been properly connected (see the installation instructions provided with your unit), and your Caller ID Deluxe service has been connected by your telephone company, the calling name and telephone number for each incoming call will be displayed between the first and second ring of your telephone. After the calling name and number have been displayed, you may choose to answer your phone in the normal manner, note the name and number and return the call later or ignore the call completely.

Caller ID Deluxe service works only on directly dialed calls between phone lines that have the service capability, and only between central offices that can transmit Caller ID Deluxe information. There may be times when your display unit displays various messages or symbols in addition to, or in place of, the calling name and number. For an explanation of those messages or symbols please see the owner's manual that was provided with your unit. Public and semi-public telephones will display "payphone", but business owned payphones may display the name of the business. For new telephone numbers, the number will be displayed but the name will not be displayed, since the name is not yet in the BellSouth database.

The telephone number is only displayed while the received is on hook; therefore, Caller ID Deluxe will not work simultaneously with Call Waiting.

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PER LINE BLOCKING

When Per Line Blocking is assigned to your telephone line, it prevents your name and telephone number from being displayed on the Caller ID display unit of the person you are calling. With Per-Line Blocking assigned, your line is given a "private" status. You can turn off your Per-Line Blocking on an individual call basis by pressing *82 before making your call. This will change your line from "private" to "public".

IMPACTS:

Some customers do not accept calls from callers who do not allow delivery of their telephone number. If you call one of
these customers, you will hear an announcement with a message similar to the following:

"Your call has been properly delivered, but the party you are trying to reach is not accepting calls from callers who do not allow delivery of their telephone number. Please hang up, do not block the delivery of your number, and call again."

Because this is considered a "completed" call, you may incur long distance or toll charges depending upon how this call would normally be billed.

In order to reach this party, you can dial the Unblock code *82 (1182 for rotary or dial pulse telephones) which will then allow your call to be completed and your telephone number to be delivered to the called party for just this one call. After your call is completed, your Per-Line Blocking feature is once again in operation, blocking delivery of your telephone number to those you call.

If you subscribe to a voice mail service, like Memory Call® service, Per-Line Blocking may interfere with how this service works. Per-Line Blocking, may block the delivery of your number to the voice mail system. When you call to check your messages or your callers are forwarded to your mailbox, the voice mail system may not be able to identify your number. You and your callers may be required to re-enter your telephone number.

NOTES:

You do not need to subscribe to Per-Line Blocking in order to prevent your name and telephone number from being displayed on the Caller ID unit of the person you are calling. Your line is already equipped with Per-Call Blocking, Free-of-Charge. Per-Call Blocking allows callers to block the delivery of their telephone number on an individual call basis by pressing *67 (1167 for rotary or dial pulse telephones) prior to making a call. This will change their line from "public" to "private", which will block their number from being displayed for that call only. Since you already have Per-Line Blocking assigned to your telephone line, pressing *67 (1167 for rotary or dial pulse telephones) prior to making a call will have NQ affect.

PREFERRED CALL FORWARDING

Preferred Call Forwarding enables you to select another telephone number where calls are to be forwarded, and then limits the forwarded calls to just the numbers on your selected list. After accessing your Preferred Call Forwarding service, make your list of up to six numbers. Six numbers are not required to use the service. You will receive recorded instructions when using Preferred Call Forwarding; however, you may dial during these instructions for faster service.

HOW TO USE PREFERRED CALL FORWARDING

| FUNCTION DESIRED | TOUCH-TONE | ROTARY or DIAL PULSE |
|--|---|--|
| To Access the Service After accessing, you must either enter or confirm the number you want your calls forwarded to. | Press • 63 - Listen for Instructions | Dial 1163 - Listen for Instructions |
| To Turn On/Off Service | Press 3 - Listen for Instructions | Dial 3 - Listen for Instructions |
| To Add a Number To Your List First, Access Service | Press #, Dial Number, Press # | Dial 12, Dial Number |
| To Add the Last Calling Number To Your List First, Access Service | Press #, Dial 01, Press # Numbers added to list by this method may be termed "private" when the list is reviewed. | Dial 12, Dial 01 Numbers added to list by this method may be termed "private" when the list is reviewed. |
| To Hear the Numbers on Your List First, Access Service | Dial 1 Dial 07 immediately after hearing a # to remove a # from your list. | Dial 1 Dial 07 immediately after hearing a # to remove a # from your list. |
| To Remove a Number From Your List First, Access Service | Press *, Dial the #, Press * | Dial 11, Dial the # |
| To Remove all List Entries First, Access Service | Dial 08, then * | Dial 08 |
| To Remove Only Private Entries First, Access Service | Dial 09, then * | Dial 09 |
| To Save List Unchanged First, Access Service | Hang Up | Hang Up |
| To Hear Instructions Repeated | Dial 0 | Dial 0 |

NOTES ON PREFERRED CALL FORWARDING

| If: | Then: |
|---|--|
| One of the numbers is on your Call Block List | You must turn off Call Block before using Preferred Call Forwarding for that Number |
| You forward calls outside your local calling area | You will be charged for any calls forwarded from your number to the distant number. |
| You hear an announcement the # cannot be put on your list | You tried to enter an invalid or non-working #, or You tried to enter a # outside the TouchStar service area, or You tried to enter your own # |

When RingMaster® service is ordered, the customer chooses whether to forward all telephone numbers or just the Main Telephone Number. The Preferred Call Forwarding list must contain the Main Telephone Number if the calling party subscribes to RingMaster®. If one of the additional RingMaster® numbers is placed on the Preferred Call Forwarding list, the calls will not be forwarded unless the Main Telephone Number is also on the Preferred Call Forwarding list. If a telephone number on the Preferred Call Forwarding list calls the Main Telephone Number, it will be forwarded. If a telephone number on the Preferred Call Forwarding list calls one of the Additional Telephone Numbers, it will be forwarded unless the customer has chosen to forward the Main Telephone Number when the RingMaster® was ordered.

REPEAT DIALING

Repeat Dialing automatically redials the last number you dialed. If the line is busy, Repeat Dialing will keep trying until the line is free, then signal you. You can use Repeat Dialing for more than one busy number at a time. During this time you may place and receive other calls.

To use:

- 1. LISTEN FOR DIAL TONE
- 2. PRESS *66 (1166 for rotary or dial pulse telephone)
- 3. IF THE LINE IS:

NOT BUSY ____ listen for normal ringing.

BUSY ___ listen for announcement, hang up, you will hear a special ring when the line is free.

To cancel:

1. PRESS *86 (1186 for rotary or dial pulse telephones), then listen for announcement. If you subscribe to Prestige® Communications Service or Prestige® Single Line service your code to cancel is *56.

NOTES ON REPEAT DIALING

When the line is busy:

- Repeat Dialing will automatically attempt to place the call every minute for half an hour.
- When the line becomes free you will hear a special ring (short-short-long ring cycle).
- Pick up the receiver and the number you were calling will ring.
- If you don't pick up, in most areas, the special ring will be repeated every 5 minutes for the remainder of the half hour, provided the line remains free.

You may place and receive calls while Repeat Dialing is trying to reach a busy number.

Repeat Dialing is capable of monitoring more than one busy phone number at a time. Your phone will signal you with a special ring when one of these numbers becomes available; however, you will not be able to tell which of the numbers it is. If you wish, you may cancel the special ring, but this cancels all of the numbers which are monitored.

If you use Repeat Dialing to a long distance number, you will be billed for a long distance charge.

If you hear a recorded announcement that the call cannot be completed or a fast busy signal, it will be for one of these reasons:

- The number you are trying to call back is not in the TOUCHSTAR® service serving area.
- The TOUCHSTAR service is temporarily overloaded and cannot complete the call. Please try again.
- The number you're trying to call back has activated Call Forwarding service.

If you have both RingMaster® service and TOUCHSTAR service and you place a call to a number that is busy or doesn't answer and activate Repeat Dialing, the call will be returned to the Main Telephone Number with short, short, long ring pattern.

When you use Repeat Dialing with RingMaster® service, you will have four ringing patterns to consider.

Main service Telephone Number
First RingMaster® Telephone Number

One long ring
Two short rings

Second RingMaster® Telephone Number

Short, long, short ring

Call Return/Repeat Dialing

Short, short, long ring

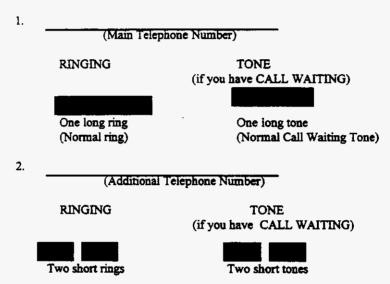
RINGMASTER® I SERVICE

RingMaster® I service allows you to have up to two telephone numbers on the same line. Although you can have up to three telephone numbers, you have just one line and only one conversation can be held at a time. You will receive a DISTINCTIVE RINGING pattern for each telephone number. This lets you know who a call is for before you answer your telephone. You can also identify who a call is from by providing your additional telephone numbers only to specific parties such as:

- business associates (for business calls received at home)
- friends/relatives
- children's friends

If you have CALL WAITING, you will also receive DISTINCTIVE CALL WAITING TONES. You can better determine whether or not to interrupt your current conversation and answer the waiting call.

Listed below are your telephone numbers along with their DISTINCTIVE RINGING and DISTINCTIVE CALL WAITING TONE patterns:



If you subscribe to CALL WAITING and CALL FORWARDING, you will receive additional benefits from these services when used in conjunction with RingMaster® service. It is only necessary to subscribe to CALL WAITING and CALL FORWARDING once for the services to be available on all of your RingMaster® service telephone numbers.

With RingMaster® service, CALL FORWARDING can operate in one of two arrangements. You choose which arrangement you want at the time you establish RingMaster® service (if you also have CALL FORWARDING). To change from one arrangement to the other, you must contact your local Telephone Company Business Office. A service order charge will be incurred for subsequent changes.

FORWARD ALL TELEPHONE NUMBERS

All telephone numbers are forwarded when CALL FORWARDING is activated. With this arrangement, all of your telephone numbers are forwarded to the same telephone number.

FORWARD MAIN TELEPHONE NUMBER ONLY

Your main telephone number only is forwarded when CALL FORWARDING is activated. With this arrangement, while your main telephone number is forwarded, your additional telephone number(s) will continue to ring and can be answered at your premises.

RINGMASTER® I SERVICE (Continued)

NOTES:

- Refer to your step-by-step instructions for how to activate and cancel CALL WAITING and CALL FORWARDING.
- 2. The option to "Forward All Telephone Numbers" is not available in all areas.
- 3. Although you can have up to two telephone numbers, you have just one line and only one conversation can be held at a time.
- 4. Wait until the full ringing pattern (for example, two short rings) is complete before answering your telephone, so you will know which telephone number was dialed.
- 5. When providing your telephone numbers to others, be sure and just give the telephone number designated for their calls (for example, children's number instead of main number).
- 6. The calling party hears normal ringing not DISTINCTIVE RINGING.
- 7. You are entitled to a directory listing for each RingMaster® service telephone number. Additional listings are available for a small monthly charge.
- 8. The telephone number to which you forward your calls does not receive the DISTINCTIVE RINGING patterns.
- 9. When you report a problem to the telephone company, always provide the Repair Service Representative your "main" telephone number, regardless of which telephone number is having trouble.

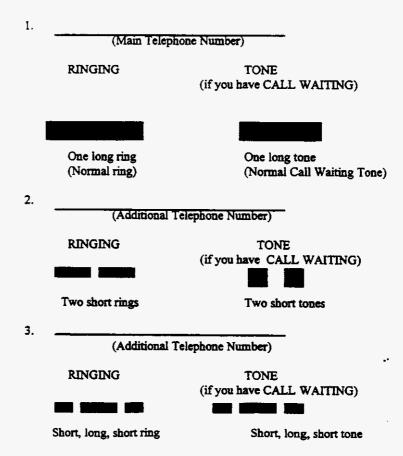
RINGMASTER® II SERVICE

RingMaster® II service allows you to have up to three telephone numbers on the same line. Although you can have up to three telephone numbers, you have just one line and only one conversation can be held at a time. You will receive a DISTINCTIVE RINGING pattern for each telephone number. This lets you know who a call is for before you answer your telephone. You can also identify who a call is from by providing your additional telephone numbers only to specific parties such as:

- business associates (for business calls received at home)
- friends/relatives
- children's friends

If you have CALL WAITING, you will also receive DISTINCTIVE CALL WAITING TONES. You can better determine whether or not to interrupt your current conversation and answer the waiting call.

Listed below are your telephone numbers along with their DISTINCTIVE RINGING and DISTINCTIVE CALL WAITING TONE patterns:



If you subscribe to CALL WAITING and CALL FORWARDING, you will receive additional benefits from these services when used in conjunction with RingMaster® service. It is only necessary to subscribe to CALL WAITING and CALL FORWARDING once for the services to be available on all of your RingMaster® service telephone numbers.

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RINGMASTER® II SERVICE (Continued)

With RingMaster® service, CALL FORWARDING can operate in one of two arrangements. You choose which arrangement you want at the time you establish RingMaster® service (if you also have CALL FORWARDING). To change from one arrangement to the other, you must contact your local Telephone Company Business Office. A service order charge will be incurred for subsequent changes.

FORWARD ALL TELEPHONE NUMBERS

All telephone numbers are forwarded when CALL FORWARDING is activated. With this arrangement, all of your telephone numbers are forwarded to the same telephone number.

FORWARD MAIN TELEPHONE NUMBER ONLY

Your main telephone number only is forwarded when CALL FORWARDING is activated. With this arrangement, while your main telephone number is forwarded, your additional telephone number(s) will continue to ring and can be answered at your premises.

NOTES:

- 1. Refer to your step-by-step instructions for how to activate and cancel CALL WAITING and CALL FORWARDING.
- 2. The option to "Forward All Telephone Numbers" is not available in all areas.
- 3. In certain areas, the maximum telephone numbers allowed per line is two instead of three.
- Although you can have up to three telephone numbers, you have just one line and only one conversation can be held at a time.
- 5. Wait until the full ringing pattern (for example, two short rings) is complete before answering your telephone, so you will know which telephone number was dialed.
- 6. When providing your telephone numbers to others, be sure and just give the telephone number designated for their calls (for example, children's number instead of main number).
- 7. The calling party hears normal ringing, not DISTINCTIVE RINGING.
- 8. You are entitled to a directory listing for each RingMaster® service telephone number. Additional listings are available for a small monthly charge.
- 9. The telephone number to which you forward your calls does not receive the DISTINCTIVE RINGING patterns.
- 10. When you report a problem to the telephone company, always provide the Repair Service Representative your "main" telephone number, regardless of which telephone number is having trouble.

SPEED CALLING 8

Speed Calling 8 lets you place a local or long distance call simply by dialing a one-digit code. Speed Calling 8 is a simple, convenient way to reach your most frequently called numbers and a quick and accurate way to call emergency numbers. First, write down the names and numbers you want on your Speed Calling list then begin recording each phone number and its corresponding Speed Calling code (Steps 1-6 below).

HOW TO RECORD NUMBERS ON YOUR SPEED CALLING LIST:

- 1. Listen For A Dial Tone.
- 2. Dial 74# With touch-tone service telephone (74 with rotary or dial pulse telephones).
- 3. Listen For A Second Dial Tone.
- 4. Dial The Speed Calling 8 Code (Number 2 through 9) beside the name you wish to record. For example, If you have assigned the code number 2 to your local police, dial 2.
- 5. Dial The Phone Number you want to record including, for a long distance number, 1 or 0 plus the area code.
- 6. Listen For Three Short Tones. This will confirm that you have successfully recorded the number.
- Repeat Steps 1-6 for each Speed Calling 8 code number you record.
- If you don't hear the tones after you have attempted to record a number, repeat Steps 1-6.

HOW TO SPEED DIAL:

Dial The One-Digit Speed Calling Code. With touch-tone dialing, also depress the # symbol immediately after you dial the Speed Calling code.

HOW TO CHANGE YOUR SPEED CALLING LIST: Repeat Steps 1-6 of 'How to record numbers on your Speed Calling List', taking care to use the code beside the number you want to change.

EXAMPLE: If you want to change the number listed beside code 5, repeat Steps 1-6, dialing 5 in Step 4, and then dialing the new phone number you wish to enter in Step 5. The new number you enter will automatically replace the number you originally entered beside code 5.

Write in the names and telephone numbers on your SPEED CALLING 8 LIST below:

| NAME | CODE | TELEPHONE NUMBER |
|------|------|------------------|
| | 2 | |
| | 3 | |
| | 4 | |
| | 5 | |
| | 6 | |
| | 7 | |
| | 8 | |
| | 9 | |

SPEED CALLING 30

Speed Calling 30 lets you place a local or long distance call simply by dialing a two-digit code. Speed Calling 30 is a simple, convenient way to reach your most frequently called numbers and a quick and accurate way to call emergency numbers. First, write down the names and numbers you want on your Speed Calling, list; then begin recording each phone number and its corresponding Speed Calling code (Steps 1-6 below).

HOW TO RECORD NUMBERS ON YOUR SPEED CALLING LIST:

- 1. Listen For A Dial Tone.
- 2. Dial 75# With touch-tone service telephone (75 with rotary or dial pulse telephones).
- 3. Listen For A Second Diai Tone.
- 4. Dial The Speed Calling 30 Code (Number 20 through 49) beside the name you wish to record. For example, if you have assigned the code number 20 to your local police, dial 20.
- 5. Dial The Phone Number you want to record including, for a long distance number, 1 or 0 plus the area code.
- 6. Listen For Three Short Tones. This will confirm that you have successfully recorded the number.

NOTE: Repeat Steps 1-6 for each Speed Calling 30 code number you record. If you don't hear the tones after you have attempted to record a number, repeat Steps 1-6.

HOW TO SPEED DIAL:

Dial The Two-Digit Speed Calling Code. With touch-tone dialing, also depress the # symbol immediately after you dial the Speed Calling code.

HOW TO CHANGE YOUR SPEED CALLING LIST:

Repeat Steps 1-6 of HOW TO RECORD NUMBERS ON YOUR SPEED CALLING LIST, taking care to use the code beside the number you want to change.

Write in the names and telephone numbers on your SPEED CALLING 30 LIST below:

| Name | Code | Telephone # | |
|------|------|-------------|--|
| | 20 | | |
| | 21 | | |
| | 22 | | |
| | 23 | | |
| | 24 | | |
| | 25 | | |
| | 26 | | |
| | 27 | | |
| | 28 | | |
| | 29 | | |
| | 30 | | |
| | 31 | | |
| | 32 | | |
| | 33 | | |
| | 34 | | |

| Name | Code | Telephone # | |
|--------------|------|-------------|---|
| - | 35 | | |
| | 36 | | |
| | 37 | | |
| *** | 38 | | |
| | 39 | | |
| | 40 | | |
| | 41 | | |
| | 42 | | |
| - | 43 | | |
| | 44 | | |
| | 45 | | |
| | 46 | | |
| | 47 | • | • |
| | 48 | | |
| | 49 | • | |

THREE WAY CALLING

Three Way Cailing allows connection between three telephones at one time. If you have Call Waiting, you can temporarily control it while a three way call is in progress.

HOW TO USE THREE WAY CALLING.

- 1. Get The First Party On The Phone
- 2. Depress The Switchhook for a second to put the call on hold.
- 3. Listen For Short Bursts Of Tone Followed By A Steady Dial Tone, and dial the second party. You can talk privately with the second party before you bring the first party back on the line with you.
- 4. Depress The Switchhook again for a second to complete the three way connection. Now you have both parties on the line with you.
- 5. If You Get A Busy Signal or no answer when calling the second party, Depress The Switchhook Twice -for a second each time to return to the first party. If you wish, you may now dial someone else by starting again at Step 2.

HOW TO END THREE WAY CALLING:

- 1. End One Conversation by waiting for that party to hang up (you'll hear a click). You and the remaining party can continue the conversation. Or, you can establish another three way conversation by repeating Steps 2-4.
- 2. End Both Conversations by hanging up the phone.

SERVICE BLOCKING OPTIONS

Individual line numbers may be blocked from dialing certain codes according to the following chart. The selected option should be entered under Service Blocking Options in Section H-1 under Line and Line Features on the residence or business LSR.

| Services to Block | Option 1 | Option 2 | Option 3 | Option 4 | Option 6 |
|---------------------------------|----------|----------|----------|----------|----------|
| Operator 0- | X | X | X | - | |
| Operator 0+ | X | X | X | | |
| DDD 1+ | X | | X | | |
| 1+900 | X | | X | X | X |
| 1+555-1212 & 1+NPA-555-1212 | X | | X | | |
| 411 | X | | | | |
| 440 (PULSELINK Access) | X | | | • | 1 |
| IDDD 01 | X | X | X | | · |
| IDDD 011+ | X | | X | | |
| 976 | X | X | | X | X |
| 1+976 (See Note) | X | X | | X | X |
| N11 (211, 311, 511, 711, & 811) | X | | | | X |

Note: The 1+976 Restriction is only applicable within the end user's area code Option 5 is reserved for future use.

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PL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| Needs | Why AT&T Needs | BellSauth Position | Status | Action Items |
|---|---------------------------------------|---|-------------------------------------|--|
| 1) AT& I requires the ability to resale | Section 251 (c)(4)(A) of the Act | Services | BellSouth is still reviewing what | The position of both companies need to be |
| all BellSouth's retail services | establishes the duty of an ILEC | BST has agreed to provide for | information is available and can be | examined to determine the appropriate |
| delivered to AT&T unbranded and in | (BeliSouth) to offer for resale, at | resale of all services, features and | provided in response to AT&T's | solution. |
| a way that allows AT&T to provide a | wholesale rates, any | functionality with the exception of: | request for information regarding | |
| comparable end-user offer. | telecommunication service that | | products not available for resale. | AT&T requested BellSouth provide |
| | BellSouth provides at retail to | BellSouth has agreed to provide | | information by state of the total customers, |
| | subscribers who are not | for resale all its retail services with | | lines, revenues, for each excluded service. |
| | telecommunication carriers. | the exception of those services | | to enable AT&T to understand the market |
| | TSR is critically important as a | listed below. Section 251 (c)(4)(B) | | excluded. BellSouth is considering that |
| | means to quickly give customers a | of the Telecommunication Act | | request. |
| | competitive choice. It is the first | provides for the imposition of | | • |
| | step in establishing a competitive | reasonable conditions and | | BellSouth asked AT&T to categorize the |
| | market for local services. To | limitations on BellSouth services. | | grandfathered and other products |
| | compete effectively, AT&T must | The exceptions delineated are such | | according to importance. |
| | be able to offer its customers with | reasonable conditions and | | |
| | services that are at parity, in every | limitations. | | BellSouth, in the context of a larger |
| | respect, with BellSouth's services. | | | agreement, will consider offer of AT&T |
| | Customers should have the | Grandfathered/Obsolete Services: | | for AT&T to assume liability for early |
| | opportunity to choose. That choice | - BeliSouth allows existing | | termination of term contracts. |
| | should include all services offered | customers to maintain the | | |
| | by the incumbent supplier. | services on an "as is" basis only. | | BellSouth asked AT&T to consider |
| | Customers should also be allowed | The grandfathered services are no | | amending the current non-disclosure |
| | to keep services they could have if | longer offered to new customers. | | agreement to reflect terms previously |
| | they stayed with the BellSouth; | - Existing customers are not | | proposed by BST, if the data request |
| | such as, grand fathered services, | allowed to maintain the | | contains commercially sensitive |
| | CSAs, SA and other. The services | grandfathered services if the | | information. AT&T has informed |
| | need to be unbranded to allow the | customer attempts to transfer the | | BeilSouth that we are not seeking |
| | "level playing field" to new market | service to another customer via | | commercially sensitive information in this |
| | entrants, and avoid customer | the "transfer of contract" | | data request. |
| | confusion. | process. | | |
| | | - Services are often grandfathered | | |
| | Allow customers to switch as is | when similar services are | | |

LOTAL SERVICE RESALE FL, GA, NC, TN, LA, ALY DRAFT VALUE TOTAL SERVICE FL, GA, NC, TN, EA, ALY TOTAL SERVICE FL, GA, NC, TN, EA, ALY FL, GA, TN, EA, ALY FL, GA

Service/Network Operations and Interconnection

| emost notion | BellSouth Position Status | Why AT&T Needs | seqa |
|--------------|--|--------------------------------|------|
| • | | | |
| | gniyinəbnu əni bna bəsuborini | under the same terms and | |
| | functionality is comparable but | conditions they presently have | |
| , | the pricing structure is different | with negotiated discount | |
| | e.g. inside wire maintenance | applicable. | |
| | plans, ESSX vs. MultiServ). | | |
| | The reseller is often able to obtain | | |
| | similar functionality by | | |
| | purchasing the current service. | | |
| | Bellsouth's pricing structure | | |
| | does not force the reseller to alter | | |
| | billing to the end user. | | |
| | romitali (rut dai.) | | |
| | Link up; Lifeline: - BellSouth funds its Lifeline | | |
| | service (the subscriber line | | · |
| | charge is waived) and is not | | |
| | reimbursed for the intrastate | | |
| | portion. These will not be | | |
| | esob sint tud slees for foreignes | | |
| | not prevent any reseller from | | |
| | To noizray nwo zii grubnut | | |
| | similar service. | | |
| | ŀ | | |
| | Interconnection for Mobile Service | | |
| | Providers; NII services: | | |
| | 116 116 | | |
| | - These are not retail services | | |
| | provided non telecommunication | | |
| | end users. | | |
| | - This is a wholesale service today. | | |
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DRAF.) FL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| Needs | Why AT&T Needs | BellSouth Position Status | Action Items | - |
|-------|----------------|--------------------------------------|--------------|---|
| | | | | |
| | | Contract Service Arrangement: | | |
| | | - Contract Service Arrangements | | |
| | | (CSAs) are by nature competitive | | • |
| | | pricing responses and are not | | |
| | | available for resale. Resellers | | |
| | | may purchase the underlying | | |
| | | services and offer at whatever | | |
| | | price they choose. | | |
| | | | | |
| | | Special Billing Arrangement: | | |
| | | - Contract Service Arrangement for | | |
| | | Louisiana State Government. | | |
| | | | • | |
| | | Education discount program: | - | |
| | | - Offered to Louisiana PSC order | | |
| | | number U-17949-JJ. | | |
| | • | | | |
| | | Promotional Rates: | | |
| | | - Promotions are pricing | | |
| | | arrangements such as temporary | | |
| | | non-recurring charge waivers for | | |
| | | a particular service or gift | | |
| | | offerings associated with the sale | | |
| | | of a service. A reseller could | | |
| | | offer similar promotions and | | |
| | | absorb its cost just as BST does | | |
| | | when it makes such offers. | | |
| | | | | |
| | | Installment Billing: | | |
| | | - BST incurs full installation costs | | |
| | | when a service is established but | | |
| | | offers end users the opportunity | | |

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Service/Network Operations and Interconnection

| Needs | Why AT&T Needs | BellSouth Position | Status | Action Items |
|--|-------------------------------------|--|---------|--|
| | | to pay non-recurring charges | | |
| | | over a period of time. A reseller | | |
| | | may do the same for its | | |
| | | cusioners. | | |
| | | No Discount | | |
| | | Non-recurring charges, pass- | | |
| | | through charges, taxes: | | |
| | | - There are no costs that will be | | |
| | | avoided by BST through the | | |
| | | resale of its services in the | | |
| | | charges shown above. | 110 | |
| | | Subscriber line charges: | | |
| | | - To be provided. | | |
| | | Inside Wire Maintenance Plan | | |
| | | charges: | | |
| | | - To be provided. | | |
| | | | | |
| | | 45 Day Notice of - | | |
| T. C. T. monthing that anhancements to | | ATTENTON TO THE STATE OF THE ST | , | |
| A Local requires unanements to | Services need to be available to | - A Loc I will be notified of new | | |
| periodelli siciari products anazor new | A local Customers at parity with | Services via Boar State laring | | |
| retail products are available | Delizoum retail customers. | mings, generally 30 days prior to | | |
| concurrently to A loc I on a wholesale | I herefore, advance notification of | tariti effective date. | | |
| basis with appropriate tenns and | new services, enhancements or | | | - |
| conditions. | changes including grandfathering | Price Changes: | | Develop a mutually agreeable process for |
| | to existing services, changes, | - Work in progress. | | advance notification of service |
| | including rate changes are needed | | | implementation and price changes. |
| | 45 days in advance of change to | Notification: BellSouth desires | | • |
| | allow time for concurrent market | uniformity among the reseller | | BellSouth will provide a straw man |
| | entry, system and process changes | industry for these issues and has | | proposal for Price Change notification |
| | by the resale entrant. | concerns relating to modifications | | Drocess. |

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DRAF. FL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| Needs | Why AT&T Needs | BellSouth Position | Status | Action Items |
|-------|--|---|---|--|
| | | | | |
| | Advance notification of technical and operational changes are needed to allow adequate lead time for AT&T to modify and change operational systems and procedures. | New Network Interface: - BellSouth discloses new network user interface via the "Eye of the Regional companies" section of the BellCore Digest of Technical Information magazine 6-12 months prior to availability. (Magazine information is available are 1 800 521-2673). NXX activations, other network rearrangements: - AT&T TSR contacts will be added to the existing customer notification process whereby letters are distributed to provide advanced notification of NXX activations, NXX moves to new central offices, central office conversions, etc. AT&T long distance is on this distribution list today. ONA: - No change in the ONA notification process. Additional details regarding the process are to be discussed at the SME level. | BellSouth will fold AT&T's network change notification requirements into the notification process managed by the existing AT&T account team. The process will be defined by 9/1/96 as proposed by AT&T. | AT&T is to determine how long they need prior to Price Change to process any impact to AT&T's price. AT&T and BellSouth to offer suggestions of a working definition of parity. Develop and/or define a process for notification. AT&T and BST to draft agreement language. |

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Service/Network Operations and Interconnection

| Necds | Why AT&T Needs | BellSouth Position | Status | Action Items |
|---|---|---|---|---|
| 2) AT&T requires processes in place to assure that AT&T customers who come in contact with BellSouth personnel & work orders are branded to AT&T. | It is AT&T's business need for BellSouth employees, that as participants in delivering AT&T Total Services Resale offers, represent themselves as performing the work on behalf of AT&T. Branding AT&T on all contracts made on behalf of AT&T is needed to assure parity. | Branding Operator/DA: Operator and Directory Services are provided with Total Services Resale in the same manner they are provided to BellSouth's end users. Currently, operator services calls are branded as BellSouth in all states and directory services calls are branded bellSouth in some states, but not others. In addition, there are technical issues associated with routing such traffic to a unique trunk group, which is one requirement for BellSouth to be able to "brand" such services. | | BellSouth and AT&T agree to disagree. |
| | | Contact Personnel/Script: BellSouth field personnet will be identified as BellSouth employees but will advise they are at the end user's premise on AT&T's behalf. All technicians are being provided non-discrimination training to ensure that AT&T resale end user are served in the same manner as BST end users. | | AT&T is to review on May 22, 1996 training information sent to AT&T and advise concurrence or concerns. |
| | AT&T will provide BST printed leave behind material for installers to use when acting on behalf of AT&T. | Leave Behind Material: BellSouth will use generic leave behind card that will have a space for the installer to fill in AT&T as the | BellSouth installation and repair forces will use "fill in the blank" leave behind materials rather than material printed with the AT&T | AT&T proposal to provide AT&T Branded materials for installers to leave behind was rejected by BellSouth. BellSouth will provide AT&T a convolethe apparite could |

DRAFT FL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| Needs | Why AT&T Needs | BeliSouth Position | Status | Action Items |
|--|---|--|--|---|
| | | | | |
| | | company who made the premise visit. | brand. | for review. |
| | | | | BST proposes to review AT&T's proposal, after TSR is established and both companies can quantify demand, location (every work center, for example, in every state versus some concentration of work centers). |
| 3) AT&T requires that the interface from BellSouth, both electronic and people oriented, to assure its capabilities, are adequate to support the levels of quality required to support AT&T products and at a minimum, service parity with | Competition won't exist if AT&T's customers don't receive the same level and quality of services as do BellSouth's customers. | Electronic Interface: BellSouth is prepared to provide AT&T with a level of service and quality of service that is comparable to the service and quality provided to BellSouth's end users. As such, BST proposals | Pre Service Ordering: The pre-ordering features and function database, PSIMS, has been successfully loaded to a NDM server and downloaded to AT&T. | Confirmed Requirements Met. |
| BellSouth. - Pre Service ordering - Service order processing and provisioning - Service trouble reporting - Customer usage data transfer - Local Account Maintenance | | regarding pre-service ordering, ordering and provisioning are designed to meet that commitment. BellSouth believes an incremental development approach is appropriate for the infant resale market. | Upon receipt of the signed Regional Street Address Guide contract, BellSouth will provide a password to AT&T for system access and acceptance testing. System access for testing and acceptance is pending signed | AT&T returned contract to BellSouth on May 29, 1996 with modification. |
| | | Forecast Needed: | contract. BellSouth has methods and procedures under development. | |
| | | BST rationale: Although AT&T has provided a high level resale forecast, much more detail is required for BST to effectively plan for AT&T's market entry. | BellSouth requested additional forecast details from AT&T on 5/6/96. AT&T provided BellSouth additional information on 5/22/96. | |

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DRAF. FL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| Needs | Why AT&T Needs | BellSouth Position | Status | Action Items |
|-------|---|--|---|---|
| | Real time access to numbers available for assignment is needed to meet customer needs. | For example, the type of customer (residence versus business, small business versus large, etc.) will impact systems capacity and staffing requirements. Pre-Ordering: BellSouth is prepared to move forward with the design phase of the mechanical interface when cost recovery issues are mutually resolved. | Number Assignment: As an interim solution to real time access, BellSouth is looking at the possibility of NDM transfer of a data file containing available numbers. BellSouth is evaluating options to move to a real time interface to their number administration system. The real time requirement is included in the electronic interface business case pending review completion on 5/15/96. | Develop a mutually agreeable solution that recognizes AT&T requirement for real time access and recognize BST's need for a development approach to the resale market. BellSouth request AT&T to provide feedback to BST's proposal to jointly develop a mutually agreeable cost recovery mechanism. See AT&T's response dated 5/21/96. |
| | AT&T needs to be able to quote to its customers an accurate appointment time for installation work, and provide dispatch status reports on the day of installation. Both abilities depend upon current work load information for the specific work forces involved in the installation process. Such information is available on-line to BellSouth service representatives. | | A commitment to provide access to the installation dispatch system (DSAP) has not been made. | · |

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LOLVE SERVICE RESALE TOTAL SERVICE RESALE TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| AT&T will review BellSouth usage data | | BZI sgreed to develop and bear | AT&T's Billing Systems are | |
|---|------------------------------------|-------------------------------------|---------------------------------------|-------|
| | Customer Usage Data Transfer: | Customer Usage Data Transfer: | | |
| • | | | customets. | |
| | | J | AT&T work centers and | |
| | | .T.%TA brus | no tangmi svitagen yns eximinim | |
| | | TSB yd begoleveb yffniol gnied | interim procedures should | |
| | | Interim manual procedures are | can not be initially provided, | |
| | interface. | | its end users. Where such parity | |
| 1 | available trouble ticket entry | upport AT&T long term. | services and functions to itself and | |
| | enhancement for currently | to determine the best way to | gnibivorq ni gnitəəm yllantəa | |
| | interface. BST is evaluating | enoitgo ati gniybuta ai TSA, 7991 | procedures or by law to meet, or is | |
| | oinontoele not esenibaen T&TA | interface until late 1996 or early | required by its own internal | |
| | center interfaces for use prior to | will not be ready for such an | level of service BellSouth is | |
| | somenstriem gridoleveb yltrioj ens | Since AT&T has advised that it | equal or superior to the highest | |
| | As a interim AT&T and BellSouth | | measures of quality that are at least | |
| | | provided to BST's end users. | service standards or other | |
| İ | BellSouth customer experience. | AT&T service comparable service | eustomers. Parity means providing | 1 |
| | will not be at parity with the | significantly in order to provide | AT&T work centers and | |
| | the AT&T customer experience | maintenance center personnel | provide parity experience for | |
| ĺ | in use by BellSouth. Therefore, | will require BST to increase its | systems and databases must | |
| | existing operation support systems | existing electronic interface; this | by AT&T to local maintenance | |
| operating support systems by 12/2/96. | BST does not provide access to | AT&T's trouble reports via the | gateway or other automated access | |
| to provide access to TAFI and any future | interface as recently described by | BST is ready today to accept | The Electronic Interface for | |
| AT&T request BellSouth design local EB | The Local Maintenance Electronic | Trouble Reporting: | | 1 |
| | Service Trouble Reporting: | Electronic Communication | | |
| | | | | |
| | Py 8/12/96. | '9661 'I | | |
| _ | for completion of Phase I testing | proposed EDI interface by August | | |
| being worked. | processing development plan calls | TabTA qofavab ot brawiot | | |
| EDI ordering interface joint work plan is . | The EDI plan for service order | BellSouth bas committed to move | | |
| | :gninoisivor4 | Provisioning: | | |
| | Service Ordering Processing and | Service Ordering Processing and | | |
| | | | | |
| Action Items | Suini2 | BellSouth Position | Why AT&T Needs | Needs |

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DRAF. FL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| Needs | Why AT&T Needs | BellSouth Position | Status | Action Items |
|-------|--|--|--|---|
| | designed to receive unrated call message details from suppliers AMA Recording process, perform edit checks, and apply AT&T's rates to calls originated from its end users lines. Edits and rating performed within a supplier's system using supplier's rates result in message records that can not be directly used to prepare bills for AT&T's customers. Receiving rated messages form BellSouth would require AT&T to develop a unique process for a single supplier. | the cost of providing the usage data with the rating stripped off. BST sees no value added by accepting/investigating returns from this transmission. BST plans to make the copy of the message after it has processed through BST's edits. At this point, the message would be ready to be formatted to the end user account. Therefore, BST does not see where we can assist with messages erroring in AT&T's billing system. | | "with the rating stripped off" to ensure the indicators and data elements meet the unrated message requirements. If the elements meet the unrated message requirements, the BellSouth proposal can be accepted. Pending actual testing of customer usage data transfer, AT&T accepts BellSouth's view that errored message will be insignificant that should rejects occur, BellSouth commit to work with AT&T to determine the source of the errors and the appropriate resolution. |
| | Billing of Collect, 3 rd , CC Calls: AT&T's position is that the "originating" LSP rates apply thus adhering to existing industry standard agreements with ICOs, Cellular Cartiers, and IXCs. | If AT&T should encounter significant volumes of errored messages where it appears BST could assist in the resolution, BST will discuss with AT&T at that time. Billing of Collect, etc., Calls: Pursuant to Section 251 (c)(4)(A) of the Act, BellSouth has a duty to offer for resale its retail telecommunication services. The operator services at issue here are sold at retail as a part of residential | AT&T evaluated BellSouth proposal and disagrees. | BellSouth and AT&T agree to disagree. |
| | AT&T rates need to be applied to all types of calls originating from | or business services. Therefore, it is appropriate for BellSouth to bill | | |

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FL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| | | With a blanket letter of authorization, the IXC controls the | Maintenance data in order to update its local customer database | |
|---------------------------------------|---|---|---|-----|
| | | 3 77 7 17 1333 | unbunding) needs Local Account | |
| | | available for resale. | (either through resale, or | |
| | | limitation of its offer of services | AT&T as a local service provider | |
| | | a reasonable condition or | | |
| | | interface. BST considers this to be | TXCs and notify AT&T. | |
| | | via BST's mechanized CARE | mort eaguarlo Ol9 toajat of abaan | |
| | | user PIC at the end user's request | AT&T. Therefore, BellSouth | |
| | | for IXCs to change the resold end | customer's PIC is to be sent from | |
| | | for resale includes the capability | LSP, any order changing the | |
| BellSouth and AT&T agree to disagree. | | T2B yd bereife offered by BST | Where AT&T is the customer's | |
| | 1 | IXC PIC Change: | | |
| | | | | |
| | | any other reseller. | ! | |
| | | This has not been requested from | . 10/2 10/10/10/10 01 40/10/10/10 | |
| | exceptions to the requirements are teaching to a specific | another local service provider. | Including movement of the customer to another LSP. | |
| | development cost, and significant | a daily report of end users who have in the form AT&T to | Local Service Customer. | |
| | day development cycle, a \$30k | neeling A.T.S.T.s requirements for | any changes affecting an AT&T | |
| | proposa 5/7/76 that includes a 90 | with associated cost estimate, for | Provider, requires notification on | |
| BellSouth's proposal is under review. | OUTPLOC: BellSouth provided a | BellSouth is developing a plan, | AT&T as the Local Service | |
| | Local Account Maintenance: | OUTPLOC | | |
| | | 33 133.13 | | |
| | | appropriate. | | |
| | | at the discount rate where | | |
| | | users to the AT&T resale account | | |
| | | applicable charges to AT&T's end | | |
| | | ATA Land life of the Class of | | |
| | | at its rates. It is also appropriate | industry practices. | |
| | | | providing parity with existing | |
| | | users, including collect, etc., calls | naitaive dian utinea neibiuosa | |
| | | intraLATA charges to its end slice, including collect, etc., calls | AT&T's local customers thus | |
| | | | AT&T's local customers thus | |
| Action Items | eulai8 | | | spə |

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Service/Network Operations and Interconnection

| Action Items | Status | BellSouth Position | Why AT&T Needs | Needs |
|--|--------------------------------------|---|---|--|
| • • | | 7 | | |
| | | PIC change with BST involvement | and produce outbound Customer | |
| | | only if an end user claims he was | Account Record Exchange Records (CARE) to the IXCs. | |
| | | change in error. BST's understanding is that the same | Without account maintenance data | |
| | | would be true if the PIC change | on customers, AT&T will become | |
| | | flowed through AT&T Local; only | out of sync with customers | |
| | | the process for implementing the | Changes and needs, and IXC will | |
| | | ad bluow agnanta naviab DXI | s'ramotaus their customer's | |
| | | impacted | local service provider. | |
| BellSouth confirmed agreement. | BellSouth agrees to meet all | BellSouth has agreed in principle | See above. | 4- AT&T requires both standard |
| _ | directory listing, special directory | that tariff listings are available for | | directory listings and special directory |
| | estrings and Directory Assistance | resale. Specific AT&T | | T&TA Tol oldslieve od of agnital |
| | ni bəniltuo as zinəməriupər zgnitzil | equirement elements are to be | | customers. When Directory |
| | the Total Service Resale document, | confirmed by BABCO. | | Assistance Service is provided by |
| | Version 6. | , , | | BellSouth to AT&T's customer such |
| | | Directory listings offered by | | service should be the same as provided |
| | BellSouth agrees to all of the non- | BellSouth to its end users via its | | to BellSouth's own customers. |
| | price operational aspects associated | General Subscriber Services | | |
| | with the tariffed services it | Tariffs are available for resale by | | |
| | provides, and its receipt and feed | AT&T at the appropriate | | |
| | of service order information to | discounsed rate. These listings | | |
| | BAPCO. | include but are not limited to Non- | | |
| Finalize contract with BAPCO necessary | BAPCO presented on 4/30/96 the | Published Listings, Additional Listings and Stylist Service** | | |
| to insure AT&T is in the 1997 Atlanta | outline of a contract which is in | Listings. | | |
| directory (close date is 8/12). | general agreement with our needs. | | | |
| (many many many many many many many many | | | i | |
| BAPCO to confirm agreement. | Discussion with BAPCO to | | | |
| | continue on yellow page | · | | |
| Closed pending completion of contract | advertising, phase II | | | |
| negotlation with BAPCO. | requirements. | | | |
| | | | | 1 |

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TOTAL SERVICE RESALE TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| Action Items | sujujs | BellSouth Position | Why AT&T Needs | spoak |
|---|---------------------------------|---|----------------|---------------------------------------|
| han anition sinds habituan dura 211ag | 1, | | | |
| BellSouth provided their position and | BellSouth has agreed to provide | 251(c)(4) of the | See above. | of Villids of sainter T&TA (|
| concerns. | SMDI and SMDIE (which | Telecommunications Act of 1996 | | nierface efficiently with BellSouth's |
| ei mast BMS TSA\T&TA iniol | BellSouth calls (SMDI) | requires a LEC to offer for resale | | ystems and platforms and have the |
| investigating technical issues and possible | connections between Voice Mail | "and telecommunications service | | petion to provide AT&T branded |
| solution. | System where available. | that the carrier provides at retail to | | Operator Services, Directory |
| | | subsidiaries who are not | | Assistance Services, repair service, |
| BellSouth confirmed. | | telecommunications carriers". | | T&TA mort lisM soioV ba |
| | | Operator Services, Directory Assistance, and Repair Services are | | .emobel |
| | | not offered to end users. Rather, | | |
| | | they are part of some other service, | | |
| | | such as a residential line or a | | |
| | | business line. Therefore the | | |
| | | matters under discussion are not | | |
| | | eligible for resale. | | |
| | | | | |
| | | Neither are they matters that are | | |
| | | required to be unbundled. 251 | | |
| | | To ylno gnilbandan seriuper (€)(3) | | |
| | | "network element". The definition of "network element" clearly does | | |
| | | not encompass such matters as | | |
| | | those under discussion. In any | | |
| | | event, even if BST wished to make | | |
| | | those matters available for | | |
| | | unbundling, as BST has previously | | |
| | | ton bluow it, T&TA of benieldxe | | |
| | | be technically possible to do so. | | |
| | | | | |
| | | Technical: Routing to different | 1 | |
| | | resellers' location based on the | | |
| | | same dialed digits would require | | |

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FL, GA, NC, TW, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| | | T | | |
|---|--------|---|-----------------------------------|---|
| | | "end user" customer records that | | to BellSouth's retail organization. |
| | | should have the ability to access an | į | wholesale to AT&T and not available |
| | | may arise, certain BST employees | confidentiality of information. | of fluo2lls8 sldsns of noitsmrolni |
| | | customers, or service problems that | the incumbent status of BST; | BellSouth personnel requiring the |
| | | service providers or their | place; not to be disadvantaged by | technical information will be secure to |
| concurrence or concerns. | | lasol out reither from either the local | need to "play fair" in the market | AT&T's customer, financial, & |
| AT&T to review BST position and advise | | In order for BST to adequately deal | Competitive environment; | TATA (F |
| | | On a three-way call with AT&T. | | тре епа-изет. |
| | | Letter of Agency or to the end user | | disrupt the AT&T Celationship upon the |
| to close issue. | | a rebnu T&TA of noitemtolni | | disputes in a manner that does not |
| An agreement statement is being written | | release customer account | their service provider. | verification to resolve actual customer |
| | | order environment, BellSouth will | customers to make choices as to | make available to BellSouth |
| "BellSouth Position Column". | | Letter of Authorization. In the pre- | selve customers and to allow | of AT&T local service. AT&T will |
| accepts the BellSouth's language under | | service orders under a blanketed | needs access to information to | notification of an end-user's purchase |
| F&TA Insmed agreement. AT&T | | BellSouth will accept AT&T's | Ease of doing business. AT&T | 6) BellSouth will accept AT&T's |
| | | larger number of classes of service. | | |
| | | support processing a significantly | | |
| | | be required in most switches to | | |
| | | Additional memory capacity would | | |
| | | typical BellSouth end office. | | |
| | | classes of service defined in a | ! | |
| | | are between 150 to 300 unique | | |
| | | switch upgrades. There currently | | |
| [| | in this number would require | | |
| | | each switch type and any increase | | |
| į | | DMS 100 to 4095 for the 5E) in | | |
| | | class codes available (from 256 for | | |
| | | There is a finite number of line | | |
| | | | | |
| ' | | office for every reseller. | | |
| | | class of service in a given central | | |
| | | BellSouth to duplicate every resold | | |
| | | | | |
| Action Items | eulal2 | BellSouth Position | Why AT&T Needs | Needs |
| · | | | | |

F

DRAFT FL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

Service/Network Operations and Interconnection

| Needs | Why AT&T Needs | BellSouth Position | Status | Action Items | |
|-------|----------------|--|--------|--------------|---|
| | | I BOT House BOT | T**** | | |
| | | BST maintains. However, BST will restrict record access in certain | | | |
| Į. | | · · · · · · · · · · · · · · · · · · · | | | |
| ſ | | work groups to ensure that any | Í | | |
| | | potential of even the appearance of | | | |
| 1 | | records privacy violation be | | | |
| ! | | avoided. Consequently, record | | | |
| 1 | ŀ | restriction procedures are being | | | |
| | | implemented as follows: | | | |
| | | End user center access must be | | | |
| | l | blocked except that negotiation | | | |
| | | systems (RNS, DOE and SONGS) | | | 1 |
| | 1 | must allow transactions to format | 1 | i | |
| | | disconnect orders. With the | | | |
| | | exception of disconnect orders, | | | |
| | | account restrictions will be handled | | | - |
| | | similar to CPNI. Additionally, | | | |
| | | access to the customer record | | | |
| l . | 1 | system (BOCRIS) will be | | | |
| | | restricted. When a center | | | |
| | | employee attempts to access a | | İ | |
| | | reseller's end user record, a | | | |
| Ĭ | | response will appear on the | | | |
| ł | | BOCRIS Message Line - "OLEC | | | |
| Į. | · · | Restricted Account - Rnnnn" | | | |
| | | where Rnnnn is the Reseller | | | |
| | | Operating Company Number | | | |
| | | (OCN). This code can then be | | | |
| | | used by the employee to obtain the | , | | |
| | | OLEC name and contact number in | | | |
| | | the event it is needed to refer an | | | |
| ł | | end user to their actual service | | | |

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BRAFT FL, GA, NC, TN, LA, AL, & KY TOTAL SERVICE RESALE

TOTAL SERVICE RESALE
Service/Network Operations and Interconnection

| |] [|] |
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| Action Items | | |
| Status | | |
| BellSouth Position | provide | |
| Why AT&T Needs | | |
| Needs | | |

TSR0605.DOC

URGENT FAX

Date 6/6/96

Number of pages including cover sheet 2



TO:

Robert Oakes

Phone

404 810-8286

Fax Phone

404 810-3131

TO:

Vic Atherton

Phone

205 977-5042

Fax Phone

205 977-7222

TO:

Jerry Latham

Phone

205 977-1070

Fax Phone

205 977-8241

Paper Copy to:

Keith Milner

FROM:

Suzie Lavett

BellSouth

Telecommunications

Phone

404 529-7496, or

205 977-0104

Fax Phone

404 420-0031, or

205 977-0164

CÇ:

REMARKS:

Urgent

☐ Far your review

☐ Reply ASAP

Please Comment

ATTACHED ARE TODAY'S UPDATES.

I'LL BE IN YOUR BUILDING WITH PAM AND PRESTON TOMORROW MORNING IF WE NEED TO DISCUSS.

THESE ARE BASED ON THE 5/30 VERSION, NOT THE DOCUMENT SHARED TODAY.

UNBUNDLED NETWORK ELEMENTS EXECUTIVE SUMMARY UPDATES

| Adjacent to where the following is shown in the "Why AT&T Needs" Column | Please show in "BellSouth Position" Column |
|---|--|
| Page 1: Section 251 (c)(3)(A) of the Act requires ILECs (BellSouth) to provide "to any requesting telecommunications carrier (AT&T) for the provision of a telecommunications service | Section 251 (c)(3) requires BellSouth to provide to any requesting telecommunications carrier for the provision of a telecommunication service, nondiscriminatory access to network elements on an unbundled basis at any technical feasible point. The following BellSouth positions are in compliance with that requirement. |
| Physical Collocation | BellSouth will provide, pursuant to Section 251 (c)(6), physical collocation on a first come, first service basis, based on space availability. For offices which do not have adequate space for physical collocation, BST will offer virtual collocation. BellSouth does not restrict vendor selection for equipment to be placed in the physical collocation space, though equipment must meet industry standards. AT&T will have unrestricted 24X7 access to their dedicated space in manned offices and provisions for 24X7 access to their space in unmanned offices. BellSouth will allow OLEC to OLEC cross connection. |
| Interconnection | BellSouth will provide interconnection pursuant to Section 251(c) of the Act and expects AT&T to interconnect with BellSouth pursuant to Section 251 (a) of the Act. AT&T may order one way or two way trunk groups for interconnection. BellSouth expects to be provided the same option and intends to order one way trunk groups. Interconnection via mid-span meet may not be technically feasible. BellSouth is willing to engage in joint testing of this interconnection option. |
| Rights of Way | BellSouth will provide access to its poles, ducts, conduits and rights of way pursuant to the requirements of Section 224 as amended by Section 703 of the Act. AT&T's requests go above and beyond such requirements. Negotiations to further qualify areas of disagreement continue. |



William J. (Jim) Carroll Vice President

Room 4170 1200 Peachtree St., NE Atlanta, GA 30309 404 810-7262

June 6, 1996

Via Facsimile and Hand Delivery
Mr. C. B. Coe
Group President-Customer Operations
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, NE
Suite 4514
Atlanta, GA 30375

Dear Charlie:

I am writing to you regarding a disturbing development in our negotiations with BellSouth under the Telecommunications Act of 1996 ("Act") regarding unbundled network elements.

In an executive meeting between AT&T and BellSouth on May 23, 1996, Hank Anthony stated that he wanted the record to reflect that "just because AT&T had listed various unbundled elements and that BellSouth was discussing these elements with AT&T that this did not constitute BellSouth's admission that BellSouth is legally required under the Telecommunications Act of 1996 to provide these elements to AT&T." As I reflected on this comment, it disturbed me given the extent of dialogue that has occurred between our companies at the Subject Matter Expert, Core, and Executive level meetings since March 4, 1996. To insure I understood the intent of Hank's statement, I talked with Scott Schaefer on the morning of May 24, 1996. After some discussion, Scott stated he would talk with Hank and get back to me.

At a Core Team meeting later in the day on May 24, 1996, Suzie Lavett of BellSouth gave us the attached document described as a "revised routing policy." Please note the second paragraph.

In our Executive meeting on May 29, 1996, Scott and Hank affirmed that "it was BellSouth's position that Operator Services, Directory Assistance, and Repair Service are not required to be unbundled under the Act." AT&T disagrees with BellSouth's position.

Specifically, Operator Systems (whether used to provide operator services, directory assistance or other related services) are "facilit[ies]" and "equipment" that are "used in the provision of a telecommunication service" to (one) complete calls and are therefore "network elements" subject to the Act's unbundling requirements. Additionally, the technical feasibility of unbundling operator systems cannot be disputed.

You also should know that on May 29, 1996, I also asked Scott and Hank if there were other network elements which BellSouth believed it was not required to provide to AT&T on an unbundled basis. Scott and Hank stated that it would be approximately two weeks before BellSouth could complete its determination of other elements that might not be covered by the Act. Charlie, AT&T requests that this be done expeditiously.

Perhaps you can better understand my frustration at this latest turn of events if you knew more specifically the number of times AT&T has advised BellSouth of our position on unbundled network elements.

- 1. At our first negotiating session with BellSouth on March 11, 1996, I personally reviewed AT&T's unbundled elements with BellSouth's Executive Team.
- 2. On March 28, 1996, we gave BellSouth Version 1 of AT&T's
 - Unbundled Network Elements Local Platform, Version 1 dated March 27, 1996
 - Loop Unbundled Resale with Interconnection Planning Document, Version 2, dated March 28, 1996
- 3. On April 4, 1996, I met with you and gave you an overview of AT&T's unbundled network elements expectations. I followed up my visit by sending you a copy of Version 2 of AT&T's unbundled network elements.
- 4. In my meeting with you on April 4, 1996, and with Scott on April 12, 1996, we discussed the complexity of unbundled network elements and our capability to reach agreement by mid July. Additionally, our correspondence dated April 12 and April 23, 1996, reflected our dialogue.

Charlie, even though we agreed to disagree, BellSouth expeditiously identified access and LEC to LEC agreements as areas where we had different interpretations of applicability of the Act. BellSouth obviously has not done this with unbundled network elements. Again, we would appreciate it if BellSouth would advise us as soon as possible of its position on what network elements BellSouth is not required to unbundle under the Act.

Regards,

William J. Carroll

Attachment

002257

CC: Scott Schaefer

Revised Routing Policy

251(c)(4) of the Telecommunications Act of 1996 requires a LEC to offer for resale "any telecommunications service that the carrier provides at retail to subsidiaries who are not telecommunications carriers". Operator Services, Directory Assistance, and Repair Service are not offered to end users. Rather, they are part of some other service, such as a residential line or a business line. Therefore the matters under discussion are not eligible for resale.

Neither are they matters that are required to be unbundled. 251(c)(3) requires unbundling only of "network elements". The definition of "network element" clearly does not encompass such matters as those under discussion. In any event, even if BST wished to make those matters available for unbundling, as BST has previously explained to AT&T, it would not be technically possible to do so.

West

June 6, 1996

Memo To File

Subject: Meeting between Jim Carroll, AT&T and Charlie Coe, BellSouth on Wednesday,

June 5, 1996

RE: AT&T/BellSouth negotiations under the Federal Act.

Charlie and I met from approximately 11:00 a.m. through approximately 12:15 p.m.

After some initial informalities and dialogue around organization, I made an observation asked Charlie an opening question: Charlie in the last couple of weeks it seems to me that there has been a shift in BellSouth's position. My perception is that BellSouth has taken a more legalistic view and has withdrawn on some positions, which I will enumerate later as we go through the dialogue. And in addition, Scott seems less empowered to speak on the behalf of BellSouth. This is my perception based on some items I will link as we go through the dialogue here, principally around Total Services Resale. Has something changed? Charlie responded by stating that there had been no shift in BellSouth negotiating position or strategy. BellSouth was simply responding in kind and that there had been no change in Scott's empowerment. I told Charlie I would accept that; however, this was my perception.

I told Charlie that if his statement about responding in kind was directed to some letters going back and forth, that Scott and I had dialogued on this. I told Scott that if he had not sent the cost/price letter over, I would not have sent the response on cost/price. If he had not sent the electronic interface letter threatening to stop work on the EDI interface, I would not have written the response to both Ackerman and Scott. Furthermore, we have had some pretty good dialogue since the first of April, in terms of the Executive meetings, and have attempted to minimize the letter writing. I went on to tell Charlie that Scott's response was, "it's hard to tell who wrote the first letter". I agreed with that: however, I pointed out that when we moved the Executive sessions to a weekly basis in the first of April, we had talked about increasing the amount of dialogue and understanding in the negotiations sessions which might result in less letter writing. Charlie then pulled out the letter that Scott had sent over on May 16 around Electronic Interfaces and pointed to one of the bottom paragraphs and asked the question: "Has BellSouth responded with some Electronic Interfaces as indicated". I told Charlie that relative to the one he was pointing to, I couldn't speak to that directly, however generally the answer was yes. I told Charlie that if he would recall the document I used in our dialogue on April 4. I pointed out the issue was not either or, but whether across the totality of the processes outlined, the Electronic Interfaces would give us the kind of service parity with BellSouth that the Act required. For example, in the preordering process there had been some movement, but it was not what we need in full and we were looking for what we termed a phase II response from BellSouth. In the ordering process, it was BellSouth's position that telephone calls and facsimile was appropriate. (Both negotiations and the PSC regulatory activity). Whereas, if you went to the maintenance process there was Electronic Interfaces detailed, at that time, around sending trouble tickets back

and forth as well as acquiring status using the processes similar there to the access interfaces. However, the part of the maintenance process requiring work was our access to your systems like Elmos so that we could do testing directly. This was the part that BellSouth and AT&T were working toward a fourth quarter '96 objective date. I told Charlie that since that time, for example, some things had changed. Where as on April 4, 1996, we thought that the maintenance trouble ticket, and status process was acceptable, we have since found otherwise from BellSouth personnel. For example, you have a process where approximately 75% of the local trouble tickets are processed automatically into a system that, I believe, was called TAFI or EAFI. The net/net was that it improves the BellSouth trouble cycle time by forty five minutes which we see as significant. Our teams are working to over come this. Charlie asked the question: What is the significance of forty five minutes? I told him that in our opinion forty five minutes did not provide parity in terms of competitively neutral capability to our customers and to their customers. Charlie picked up on that and said: "You guys have done a great job in the Georgia Public Service Commission arguing for Electronic Interfaces and convincing them of parity, what ever parity is". I responded by saying: We have offered to work with you guys in terms of defining parity and it's critical to us that we're able to approach the end-user through the resale capability, at a minimum, with equal service to you, ranging from the preordering or customer contact in the front end all the way through the billing process. Forty five minutes difference in trouble clearing time is too significant. We offered to work with on DMOQ's. His question was: "What is a DMOQ?". I said, I apologize for using the acronym. It means a Direct Measure Of Quality. For example, maybe on trouble clearance we might set a DMOQ that would be two

Charlie's response was, we cannot agree to that. He went on to say that we just simply do not have the capability to do that and it will just set us up for failure. Why can't you trust us like the others that we've negotiated agreements with. They have not negotiated at the level of detail that you guys are. Why can't you just trust us in terms of getting there. I responded first to the parity issue and told him that we were willing to work that issue across the negotiating table. Our interest on TSR was to be able to insure that we had competitively neutral capability. In short, we will be able to serve the end-user in the same way as BellSouth. If you are not capable of measuring DMOQ's then perhaps we could move to a process where BellSouth was reporting on data relative to service categories and capabilities to their end-users with similar reporting in terms of supporting us through the resale mechanism. There maybe a range of possibilities we could work on. He stated that was a possibility, that that might work. Charlie, let me emphasize something relative to your comment about trust and the amount of detail we may be going into. First of all, we are not approaching this as a simple interconnection process targeted at the just the Atlanta area. We are approaching this from the standpoint of entering the market through resale, entering market through unbundled elements, entering the market through facilities based competition and the interaction of the facilities and unbundled network elements to give us the capability to maximize the entry opportunity. We view resale as a broad base entry capability and we're going to come at the market for the whole State of Georgia not just the Atlanta MSA. Therefore, there are some critical issues that we need to make sure that we're in sync with. Electronic interfaces are critical to these. In my opinion, AT&T and Time Warner or AT&T and MFS are not similar in any scope either in terms of our approach or our reputation and brand in the market place. Furthermore, the reason we have to make sure that our systems can deliver the right brand and quality is that systems and processes have long cycle times. Once we get into the market and get in a hole, it will take a long time to recover. We cannot afford to be in the position of being in the market place causing damage to our service quality and brand while you are able to approach the market with good quality. This is just simply unacceptable. Once we start selling, we expect the demand to be significant and the volume to be significant on a month by month basis as we increase, our market approach. Again, it takes months to deal with electronic systems and interfaces, that we need to be prepared and know how well they will perform before we enter the market. That's the reason we're talking about a 90 days operational readiness trail of our systems and the processes behind those systems starting this month as we move toward September to ensure that we are together. Additionally, I told Charlie that there was a significant difference of where we are today Vs. where we were then. Charlie asked, what does that mean? It means that when you were saying facsimile and telephone calls will suffice, then we were both at different ends of the continuum. Therefore, it was difficult to get to a win/win understanding of what is parity and what the needs were. However, now that you have committed to electronic interfaces in the order processing, then we have the foundation on which to build. Given that we're closer together, we should be able to agree on an end-state in terms of requirements and a path to get there. Before you would make that agreement, we were just simply to far apart. As per my discussion with both you and Scott, that is why I wrote the letters to Ackerman. Charlie responded by saying: I have no problem with you writing to Ackerman. Charlie restated the point that they have negotiated agreements with a number of carriers and no body is approaching it with the level of detail that we are. It may be impossible to reach agreement. I told Charlie that, I thought we could reach a win/win agreement and, again, the level of detail had to do with our brand position in the market place, the kind of volumes we expected to handle and we had to be prepared to handle those in a quality way. We are not MFS and Time Warner approaching the market. This was AT&T approaching the market and our customers expected certain levels of quality and we had to be prepared to deliver them. Furthermore, I told Charlie that we had made substantial progress on TSR and in terms of the number of items that we had reached agreement or a understanding on and you might be surprised by how far we had come. We were initiating a process to convert our understandings and agreements into interconnection contract language. Once we have done that, we will see how far we had come. In fact, I am here today to discuss the critical items that we had not been able to reach agreement on and, have a proposal for closure on TSR to present you. Charlie then moved to make a statement that they had reached agreement with six or seven carriers, some of which have been announced and some have not. These would be announced later. He stated I told MCI, "why don't you put this resale aside since we are not going to be able to reach agreement there; why don't we just focus on interconnection and prove that there is an area we can reach agreement on". MCI agreed and we reached agreement. So why don't you (AT&T) do that? I propose that we put this resale aside and just focus on interconnection. I told Charlie that we could not agree to that. Our proposal would be agree to on resale and we will agree on interconnection at the same time. We plan to enter the market on a broad base. Again, we are not taking Time Warner approach. Resale was very critical to us and so therefore we had to have agreement on that. Charlie then stated that we just were not going to able to reach agreement on the discount rate, that it was clearly an issue that we were not going to agree on and we would have to arbitrate that. He then said: Write that down - I'll probably hear back on that later like I did in a letter on the wholesale/retail market area. I responded to Charlie saying: One, the wholesale/retail commit was critical. We feel that there is a wholesale market here and that

BellSouth's position may be causing problems in reaching agreement in the resale arena. However, I did believe that we had the capability to reach agreement and in fact had come to put a proposal on the table to close this area with him. At that point his secretary walked in to give him a heads up. I asked Charlie how much more time did I have and he had he said about 10 - 15 minutes. (I thought we would have had two hours on the schedule. That's what we scheduled; however, it turned out to be 11:00 - 12:15 p.m.) So I said, given the time, let's discuss the proposal in front of you. At this point, I handed the proposal to Charlie and started to go through it. I said first of all take a look a the face letter and take an opportunity to read it, if you would. There are two critical points in here: One, it's a package proposal of service and operations, and price with volumes and terms. Secondly, this is provided under the confidential information agreement we signed. I would like to point out that no one else in BellSouth has seen this. It is available to be used under the Federal Act, but not in any regulatory proceedings. We have not been prescriptive, like you have, in terms of asking for names of people that things would be restricted to. We're trusting you to provide it only to those who have a need to know. Charlie, this is something you will have to control since you're the only one that has it. He responded by saying, then this is provided under the non-disclosure that we have signed with you. I said yes, and he said understood. So we went to page #2. As we went through page 2 (which is the first page of the first attachment) on bullet one, I pointed out that we are talking about retail rates not list. In other words, it's your effective price given discounts off of your list. So we're talking about 25% off retail rates. Secondly, that we have not been able to get service specific avoidable cost data and we are mediating in Tennessee. To the extent we had better data, we would give a more specific proposal. Second bullet point was that this is indexed to your retail rates and will change as those retail rates change. Third bullet point has to do with the operational interfaces and the discussion we had earlier and leads into the table listed on the top of page 2 of attachment 1. I went on to tell Charlie that this is an area that as we understood the parity issue with them, we could adjust these areas based on their commitment and implementation. Basically what we had on the table was that this discount would apply in addition to the volume and term discounts and would continue 90 days past reaching that operational customer parity situation. He just nodded and went on to volumes and terms. On the bullet on volumes and terms, we were looking at this as a commitment. In other words, if you looked at 4/1/97 and 70,000, if we did not meet 70,000 lines by 4/1/97 that we have to cut some sort of check to them for the difference in where we were Vs. the 70,000. As you could see from the bullet point below, as we meet the number of lines, we would get the discount at an early date. Here Charlie interrupted and asked "are you amenable to being billed for the SLC?" I said I don't know. What are you referring to. He stated that BellSouth had requested a waiver from the FCC on SLC. They expected the FCC to grant it. I said I would check into it and get back to him. We went into page 3, and I pointed out that we did not have a detailed interconnection agreement so this was contingent upon converting those understandings we had currently, which I thought were significant, into language to see if we both in fact did agree. I pointed out that we expected to be able to use resold service for our own use. We did not know what the BellSouth position was. He said, "you mean like Coca-Cola could offer it to their employees or then resell it?" I said yes, just like in long distance. He said that moves your retail price toward wholesale. I said, just like long distance in a competitive market. He nodded there and I went on down to number 3 and talked about unbundled. I told him, Charlie a couple of weeks ago this would not have been in there and quiet honestly we were puzzled by their recent announcement that there may be

some unbundled network elements that were not required to be provided under the Act (in BellSouth's opinion). We were puzzled about this and that I'd had several conversations with Scott in on this. BellSouth had indicated that it would take them a couple of weeks to make that determination. I pointed out to him that in the areas of access and LEC to LEC agreements, that those were areas we had agreed to disagreed based on the interpretation of the Act; however. those were areas that BellSouth had identified early on. I told him he would be getting a letter from me in that regard. His only response was, and you'll also get a letter from me. I told him item four was essentially a most favored nation kind of cause and to the extent that there were better agreements negotiated, we would look to take advantage of them. I told him that this front end piece on price, volume, and terms was new and had not been seen by anyone else. The last three pages covering service and operations areas that we were in disagreement would be familiar to his team. In some cases we had revised it and made a new offer. For example, I pointed out a couple of these like in the N11 area, as well as this was a revised offer in the 911/E911. The installment billing was also a revised offer. I talked about branding of operator services and directory assistance as being a critical issue to us and one that we needed to come to agreement with and quiet honestly this was another area that we were puzzled about in terms of their recent response of moving that into a policy decision area. We had been working that in the technical arena with them and they'd even withdrawn from that work and that was puzzling. Charlie responded basically by saying, the policy issue is the technical issue in terms of the doability. I responded by saying that if they would work with us we thought we could prove technically doability and deal with some of the issues around cost and cost recovery. We had put a proposal on the table that we thought would meet the industry need. Our cost offer was TSLRIC based, would deal with equipment additions to serve our need, and we expected them to come back and argue imbedded. However, the balance of the proposal were areas we thought they might agree with. Charlie just passed that by and didn't make any further comment. In terms of going over this proposal, we were obviously rushed and he just nodded several times and had been looking at his watch. Charlie then said, do we have time next week on the calendar already? I told him no it had been moved up to this week. He then asked me what my calendar was next week. I told him. I didn't know but, I would adjust my calendar to meet with him if he wanted to discuss this further. In the interim, after he'd had a chance to read it in detail, I would like to dialogue over the telephone or I would come back. He responded OK, that he may indeed do that. As we closed the meeting, he said they would respond to our proposal.

Attachment (June 5, 1996 TSR Proposal delivered to Charlie Coe)

Atlanta, Georgia June 6, 1996

To:

Kathy Taber, Products & Services - Local Interconnection Negotiations

AT&T

From:

Suzie Lavett, BellSouth Lead Negotiator

Subject:

PayPhone Negotiations Conference Call - May 30, 1996

Thank you for your memo dated May 31, 1996, advising me of your discouragement with the BellSouth Team's preparation/progress on the PayPhone negotiations call conducted May 30, 1996.

As you know, Pam recently assumed the Project Management responsibilities for negotiation of the unbundled network elements operational issues. In this new role, she is attempting to "get up to speed" on the processes, as well as the issues, as quickly as possible. Unfortunately, on May 30, 1996, her level of expertise did not meet with your expectations.

Please accept my apology and assurance that future calls will be handled in a productive manner. We look forward to working with you on the PayPhone negotiations.

cc: Pam Nelson

Hans Heymann

Pam Sims

Kathy Blake

Sandy Sanders

Dorothy Farmer

Atlanta, Georgia June 6, 1996 15PE

To:

Kathy Taber, AT&T Products & Services Manager

From:

Pam Sims, Project Manager - Local Interconnection Negotiations

Subject:

IPP/Semi-Public Resale and Unbundled Services Request

On June 4, 1996, we provided you with a matrix of the IPP and Semi-Public services available for Resale in Georgia. You have requested a similar matrix for the remaining BellSouth states. The features documented on the Georgia matrix are fairly consistent throughout the nine state region with a few differences. I am enclosing a copy of each state's IPP and Semi-Public tariff. We normally do not provide copies of our tariffs since they are available to telecommunications providers through various other means. However, in this instance I feel it is appropriate in order to facilitate the process and keep things moving forward. If after reviewing these tariffs, you still have questions relative to the feature availability in a particular state, we will be glad to answer those questions.

Your request for the availability of these services on an unbundled basis has been referred to our Unbundled Network Team to determine if it is technically feasible. We hope to have an answer by the end of this month. The "other" features we discussed during the June 4, 1996, conference call are not currently a part of the IPP or Semi-Public services and are therefore considered enhancements. At this time, we are not planning to evaluate the feasibility of these enhancements.

Please let me know if you need any additional information. Our next conference call is scheduled for June 18, 1996.

9 00

cc: Suzie Lavett
Kathy Blake
Sandy Sanders
Dorothy Farmer
Vic Atherton

Nary Jo Posti General Attorney

TOUR OF LA COMME

BellSouth Telecommunications, inc.

Legal Department - Suite 4300 675 West Peachtree Stroet Allama, Georgia 30375-0003 Tolophone, 404-338-0705 Facsimile: 404-664748CEIVED

.... A453

AT&T

June 6, 1996 VIA FACSIMILE

Sylvia E. Anderson, Esq. AT&T Promenade ! 1200 Peachtree Street, N.E. Atlanta, Georgia 30309

Called the TOO Build

Re: Data Request No. 1

Dear Sylvia:

This is in response to your letter to me dated June 3, 1996, regarding the understanding that you and I had reached on Friday, May 31, 1996, concerning BellSouth's production of documents responsive to data request no. 1.

As a result of our conversation last Friday, I was pleased to learn that AT&T had changed its position that it would not deal with future discovery issues related to highly sensitive competitive information and that it would agree to a process for dealing with such documents in the manner requested by BellSouth.

BellSouth's proposed confidentiality agreement would have allowed the process for the exchange of highly sensitive competitive information by the party producing the information indicating to the receiving party that they considered the information to be highly sensitive and therefore would need from the receiving party a list of the individuals who would view the information. This is the process that we agreed to on Friday with the additions that if the receiving party objected to the categorization of the information, the producing party would have the discretion to not produce the information. If the producing party objected to an individual on the list, the producing party could elect not to produce the information. Mediation would be the remedy to an impasse on the issues of who would see the information and whether the information is highly sensitive.

000000

The other point that we discussed on Friday had to do with the issue of notice to the producing party when the receiving party intends to use confidential material in a related proceeding. As you know, BellSouth has had grave concerns about the nondisclosure agreement that exists between BellSouth and AT&T, primarily that the current agreement slows down the process through requiring the producing party to determine whether it has any objections to the production of the documents at the point of disclosure rather than prior to the filing of the documents in a related proceeding. One of the purposes of the non-disclosure agreement offered in my May 16, 1996 letter would have been to make it clear that, at least pertaining to highly sensitive competitive information, such information would not be used without prior notice. I am very pleased that AT&T has taken the position in writing that paragraph 5 of the existing nondisclosure agreement "requires the disclosing party to provide reasonable advance notice to the other party before the disclosing party may disclose the other party's donfidential information in a 'Related Proceeding' ... (by) complying with the rules or procedures established by the competent commission or court in a Related Proceeding. including rules that pertain to the disclosure of confidential information." (Your letter dated June 3, 1996)

Based upon the foregoing, it is my understanding that BellSouth and AT&T have reached an agreement on the process of handling highly sensitive competitive information and on the notice issue regarding the use of confidential information. If I do not hear from you to the contrary prior to close of business tomorrow, I will assume that AT&T is of the same mind. BellSouth can provide the documents responsive to data request no. 1. The time frame for providing these documents is two business days from tomorrow. BellSouth's expectation is that AT&T will withdraw its mediation request. As to data request no. 3, Neil Brown stated in an April 30 1996 memorandum to Suzie-Levett that item 3 was set aside.

Very truly yours,

Mary Jo Peed

Harris R. Anthony Scott Schaefer Suzie Lavett

Local Switching - Bet Position

Bell Southis Local Switching (Port)

offering includes access to its Operator

Services, Directory Assistance, Repair

service and interoffice transport.

Wee



Preston G. Foster
District Manager
Strategic Planning - Market Entry

Room 10140 1200 Peachtree St. Atlanta, GA 30309 404 810-8548 FAX: 404 810-8477 ATTMail!pfoster

June 10, 1996

Via Facsimile and Hand Delivery
Mr. Scott Schaefer
Acting Vice President
Interconnection Services
BellSouth Telecommunications
675 W. Peachtree Street
Atlanta, GA 30375

Dear Scott:

This is in response to your May 30, 1996 letter to Jim Carroll.

Regarding your statement that "the only outstanding cost study request is the Loop Concentration Multiplexer study which we are targeting to provide by May 30," we are pleased that BellSouth has finally agreed to also provide AT&T with the service-specific cost studies, items 1 and 3, requested in our April 4 letter. We hope that the sharing of this data will help establish a fact-based foundation for our avoided cost negotiations.

Regarding BellSouth's lack of participation in the May 21, 1996 avoided cost meeting, your letter states that "ample notice was provided to allow rescheduling of the meeting if it was deemed necessary." Again, your description is at odds with the facts. Although you are correct that Bob Scheye, your designated cost negotiator, and Mary Jo Peed of your legal staff, called Neil Brown of AT&T to say that Bob was unavailable for this important and regularly scheduled meeting, they subsequently committed to have informed subject-matter experts attend the meeting, at the scheduled date and time, in Bob's absence. At the time of the meeting, Quinton Sanders of your staff showed up alone and clearly expected the support of BellSouth cost experts to meet with their AT&T counter-parts. We received no notice from BellSouth that your cost experts did not plan to attend the meeting. Because of BellSouth's failure to follow though on the commitments made by your designated negotiator to provide subject-matter experts, we could not negotiate the items supplied on the agenda.

With respect your comments concerning the May 22, 1996 unbundled network elements meeting, as we previously explained in a May 23, 1996 letter to Suzie Lavett, AT&T's negotiators are intimately familiar with the unbundled loop and port offerings that we require. The disagreement at that meeting hinged on the difference between AT&T's unbundled requirements and BellSouth's insistence in defining how those elements would be

provided. The Act clearly states that interconnection is to be provided "at any technically feasible point within the carrier's network." Adherence to this directive could cause BellSouth to, if requested, provide different and, perhaps, unique unbundled configurations. Your negotiators struggled with understanding the requirements of this new paradigm. At any rate, AT&T struggles to convince BellSouth that we are a wholesale customer. In a customer / supplier relationship, the supplier will, at times, spend time negotiating with and educating their customer regarding viable and creative alternatives to meet the customer's need. We hope that, in its supplier role, BellSouth does not feel unnecessarily burdened by the task of educating its customer.

Regarding your assertion that the lack of more specific forecast information contributed to the delay in the development of electronic interface systems, I disagree. Although we provided BellSouth with forecast information to accelerate your decision-making and systems development processes, AT&T was under no obligation to do so. BellSouth's obligation, to provide operational interfaces at parity with those provided to your own customers, is clear. A paper (or fax) ordering process as well as your initial steps in the other key delivery process will not allow AT&T to offer its customers services at parity to the service and quality BellSouth provides to its customers and, therefore, falls short of BellSouth's obligation under the Act. In any case, even the conservative volumes provided to you in April and May easily justify the timely development of electronic interface systems at parity with those used by BellSouth.

Finally, on May 29, our negotiating Core Team asked BellSouth to specify the electronic interface development costs at TSLRIC as a basis for negotiating those concerns to closure. We have not yet received those costs expressed in terms of TSLRIC, clarification as to whether the costs are to be shared with other local market entrants or are specific to AT&T, nor any off-setting productivity benefits to BellSouth.

AT&T has offered specific proposals to help us reach closure on many of these issues without the benefit of information that identifies your true costs. The immediate delivery of the requested service-specific cost data will provide both BellSouth and AT&T with a common foundation for these negotiations and will, hopefully, facilitate our coming to agreement.

Sincerely,

Preston G. Foster Lead Negotiator

AT&T

18th March



Promenade I

404 810-8070 FAX: 404 810-8829

Atlanta, GA 30309

1200 Peachtree Street, N.E.

Sylvis E. Anderson Chief Commercial Counsel Southern Region

June 10, 1996

SENT VIA FAX ORIGINAL U.S. MAIL

Ms. Mary Jo Peed General Attorney BellSouth Telecommunications, Inc. 675 West Peachtree Street, Suite 4300 Atlanta, GA 30375-0001

Dear Mary Jo:

Re: Tennessee Mediation Request

This responds to your letter dated June 6, 1996, and our telephone conversation on Friday, June 7, 1996, concerning AT&T's request for documentation responsive to our letter of April 4, 1996, Data Request No. 1 and Data Request No. 3.

You agreed that the documents that BellSouth will be providing on Tuesday, June 11, 1996, in response to our Data Request No. 1 will cover all the states where negotiations have commenced (GA, FL, AL, TN, KY, LA, and NC).

You also agreed to provide documents that are responsive to Data Request No. 3 by no later than Thursday, June 13, 1996, for the above listed states.

Upon receipt of the abovementioned documents, AT&T will withdraw its mediation request of May 8, 1996.

Sincerely,

Sylvia E. Anderson

sea/sgc

cc: AT&T Leadership Team AT&T Core Team

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CIDE / ATT MUT IN...



To: Andre' Mule', Pam Nelson, Gwen Davenporte

Audix message from Keith Milner, BellSouth to Pam Nelson, Monday, June 10, 1996, 10:56am

Pam, good morning, it's Keith Milner, it's about ten of eleven right now. I got your message about providing some information this afternoon. What I'd suggest Pam, I've got Beth Carnes in the office with me, and the first state that appears that we'll be able to summarize from data 4 is Alabama. What I would suggest, and there's probably a good broad enough mix of DMS's, and 1A's and 5E's in Alabama to give us a picture of what the other states are going to look like. I would suggest that, given the state of how we've pulled this stuff together it probably will require some explanation. Look at your calendar, I know that you're very busy but if you can meet with us we'll be happy to come down to your offices about 3:00 this afternoon and we could share some information with you and we'll agree that we're on the right track or agree that we're off the track or somewhere close to the track or whatever. So if 3:00 or thereabouts will work for you let me know. Well, let me know in any event and I've got a little bit of flexibility this afternoon. We can meet a little bit earlier. Beth has a 4:00 meeting that she can't avoid so we don't have a whole lot of time, so if you'll call me back on 529-5489 Pam, thanks.

RECEIVED

JUN 11 1996

ATRY
LAW DIVISION

6/13/96

SHE CC: W. Ellies

Auge

Memorandum

DATE:

June 11, 1996

TO:

Neil Brown

FROM:

Mary Jo Peed

RË:

Data Request No. 1

CC:

Scott Schaefer; Suzie Lavett; Hank Anthony: Ray

Lee, and Sylvia Anderson

Pursuant to the agreement reached between Sylvia Anderson and me. Relisouth is providing to you the documents that it has that are responsive to your data request no 1. This information will only be viewed by the following AT&T employees: Sylvia Anderson and members of the AT&T legal department; Neil Brown; Wayne Ellison; Mike Guedel; Mike Harper; Art Lerons and Pat McFarland. AT&T has represented that these individuals will be examining this information on a "need to know" basis in the context of the negotiations between HellSouth and AT&T and in any "Related Proceedings," with the appropriate reasonable notice. The documents, pursuant to the agreement, should be used for no other purpose.

BellSouth does not have documents responsive to the following stems: Message rate; ESSX®: EAS: and Coin. Further, you will find certain data reducted. The information reducted relates to vendor specific costs that BellSouth is obligated not to disclose.

As of 3:00 today, BellSouth has no documents responsive to your data request no. 3. I will provide a final response on Thursday.

Upon the receipt of these documents by AT&T. BeliSouth expects AT&T to withdraw its pethion for mediation in Tennessee.

00%**3**03



June 11, 1996

Suzie Lavett
BellSouth
Lead Negotiator
Room E56
3535 Colonnade Parkway
Birmingham, AL 35243

Dear Suzie:

I am writing to you regarding your lack of response to my May 21, 1996, letter requesting a presentation from BellSouth focused on the Centrex offer, MultiServe and MultiServe Plus. Pam Sims mentioned gathering Centrex information for me in two telephone conversations, but I have not received the information nor has anyone contacted me to schedule the presentation.

As mentioned in the attached letter, AT&T needs information on the features and functionality of MultiServe and MultiServe Plus. We also need to understand the ordering, provisioning, maintenance, number reservation and number administration processes. It is imperative that we receive the information listed above in order to resell MultiServe and MultiServe Plus and to provide parity service to our end user customers.

Please call me by June 14, 1996, with a date for the MultiServe and MultiServe Plus presentation. We are available for the presentation the week of June 17, 1996. I look forward to hearing from you.

Sincerely.

Attachment

cc: Pam Nelson Pam Sims

Mike Lacy



May 21, 1996 -

Suzie Lavett
BellSouth
Lead Negotiator
Room E56
3535 Colonnade Parkway
Birmingham, AL 35243

Dear Suzie:

We are requesting a presentation from BellSouth focused on the Centrex offer, MultiServe and MultiServe Plus. In the presentation we would like you to address the following areas of interest:

1. Provide Feature/Functionality on the following:

Main Station line definition and NARS definition
Automatic Route Selection
Private Facilities Termination, i.e., T1.5
Signaling options over PF Terminations, i.e., ANI, Station ID
SMDR options
Customer Control option
DISA option
ACD option
Telephone Number Retention capability
Multiserve Multi Account Service (MMAS)
What features require premise equipment

2. Provide Process Flows on the following:

Ordering and Provisioning
Initial Setup
Subsequent order activity
Maintenance
Number reservation and administration

3. Provide clarification on BellSouth's position with regard to ESSX and Digital ESSX and the ability to resell to existing ESSX customers.

The items listed above are the highlights that we would like covered in a presentation although any additional information you have to share will also be appreciated. We would like to schedule the presentation within the next two weeks. Please call me at 404-810-3102 to schedule a day.

Sincerely.

Kathy Jaher on: Mike Lacy



BellSouth Telecommunications, Inc.

June 11, 1996

Cindy Clark
AT&T
Room 12W45
Promenade II
1200 Peachtree St., NE
Atlanta, GA 30309

Dear Cindy,

During the April 3, 1996, BellSouth/AT&T unbundled network elements (UNE) operations meeting, BellSouth discussed its proposed loop ordering and provisioning process and provided AT&T with copies of its proposed ordering documents. In addition, BellSouth shared the proposed OBF port and number portability ordering documents as a starting point for our negotiations. AT&T representatives in attendance were not yet familiar with UNE so the exchange was one of BellSouth sharing its plans as of that date. In addition, BellSouth has provided AT&T with its Facility Based Carrier Guidelines booklet and, in an April 11, 1996, meeting, BellSouth provided AT&T with a document describing its Unbundled Products and Services. Subsequently, AT&T requested the May 22, 1996, meeting where AT&T was to clarify its UNE ordering and provisioning requirements.

In light of the information previously provided to AT&T, I was surprised at the allegation in your May 23, 1996, letter that BellSouth has not made a proposal for loop and port ordering and provisioning. AT&T had not provided input regarding BellSouth's proposal but, on May 22, 1996, presented a new document that had been received by AT&T's meeting attendees the day before.

As AT&T walked BellSouth through the new document, several items which require clarification surfaced. For example, BeliSouth was advised that AT&T would order all the loop "pieces", using codes defined by AT&T, when a whole local loop is desired. BellSouth was also advised that AT&T realized that the overall price of the various pieces might be higher than the price of BellSouth's local loop offering and still wanted to order the pieces rather than a "loop". However, AT&T's loop order exhibit did not reflect the "pieces" but appeared to be requesting a "loop".

The group focused on the loop/port order based on AT&T's comments that this would be the primary or only order configuration BellSouth is likely to receive initially. AT&T stressed that the unbundled elements reflected on the order "must be coordinated" and working "at the same time". The order exhibit requested a loop, a port, remote call forwarding and local number portability. Although BellSouth experts brought to the table detailed knowledge of the elements requested and BellSouth's provisioning plans to date, neither they, nor the AT&T attendees,

understood the configuration presented. The group began discussion of the UNE functions as BellSouth attempted to understand what AT&T would be ordering. This understanding is critical to any intelligent assessment of BellSouth's ability and willingness to process the order in the manner requested by AT&T, i.e. "coordinated" and with all elements "working at the same time".

AT&T representatives were new to the UNE environment so BellSouth suggested that the rest of the meeting be used to walk through how various possible UNE scenarios might work to develop a common understanding of the basic elements AT&T might order. BellSouth led the discussion, described in your May 23, 1996, letter as very productive. Although it did move our companies closer to a common understanding of UNE, BellSouth representatives gained little additional insight to AT&T's UNE ordering and provisioning requirements. I believe this exercise could have been accomplished with far fewer than the five BellSouth subject matter experts who attended.

BellSouth is committed to finding operational solutions that meet both companies needs. I look forward to the successful conclusion of our negotiations.

Sincerely.

Suzie Laven

wet/min

June 12, 1996

Following is a list of the verbal data requests submitted by Wayne Ellison to Frank Kolb of BellSouth on Wednesday morning, June 5, and the current status of each request:

Request No. 1: Provide the non-recurring studies for port termination and unbundled loops referenced in the recurring unbundled element studies given AT&T on April 26, 1996.

Status: BellSouth maintains that it has completed such studies only for Florida. Reg Starks informed Wayne Ellison on June 12 that BellSouth would provide the requested study 10 days or less after receipt of the names of reviewing AT&T employees.

Request No. 2: Provide the unbundled element studies submitted to the Florida Public Service Commission in response to Order No. PSC-96-0444-FOF-TP.

Status: Reg Starks informed Wayne Ellison on June 12 that the requested studies would be provided to AT&T 10 days or less after receipt of the names of reviewing AT&T employees.

Request No. 3: Provide the Louisiana unbundled element cost studies required by the Louisiana local competition rules at the time they are completed.

Status: BellSouth agrees to provide such studies to AT&T upon completion.

Request No. 4: Provide copies of BellSouth's cost studies for the Company's special access and private line services.

Status: Reg Starks has asked that AT&T be more specific about required individual cost elements. Wayne Ellison has agreed to review BellSouth's offerings to determine if a more restrictive request is appropriate.

Request No. 5: Provide studies identifying BellSouth's costs of providing loops and transport services over SONET rings.

Status: Reg Starks has asked that AT&T be more specific about required individual cost elements. This request does not appear to need further definition. However, Wayne Ellison has agreed to review BellSouth's current service offerings to determine if the request can be stated in terms of individual retail or wholesale offerings.

Request No. 6: Provide BellSouth's cost studies for direct-in-dialing services.

Status: These studies were provided Wednesday PM, June 11, 1996.

Request No. 7: Provide studies identifying BellSouth's costs of providing vertical features.

Status: These studies were provided Wednesday PM, June 11, 1996.

Request No. 8: Provide studies of BellSouth's costs of providing data switching services, including circuit switched data services, ISDN services, frame relay, and ATM.

Status: As of this A.M. Reginald Starks has agreed to provide the frame relay studies 10 days or less after receipt of the names of reviewing AT&T employees. Mr. Starks has stated that BellSouth has not yet determined if the Company will provide the requested ATM studies. With regard to other data switching services, Mr. Stark has requested that AT&T identify specific BellSouth service offerings, and AT&T has agreed to do so.

CSG Market Development

1200 Peachtree St. Atlanta, GA 30309

June 12, 1996

Via Facsimile and Hand Delivery
Suzie Lavett
Lead Negotiator
BellSouth Telecommunications
3535 Colonade Parkway
Birmingham, AL

Suzie:

Discussed below and attached for your review are summaries of recent BellSouth tariff filings which, when combined with BellSouth's negotiating positions would give BellSouth an unfair competitive advantage and inhibit robust competition in the local services market. This filing activity displays the importance of Grandfathered services and Contract Service Arrangements in the marketplace and further emphasizes the need for BellSouth to respond to AT&T's May 30, 1996 J. Carroll letter. By providing the information requested in that letter, BellSouth will allow AT&T to better understand the scope of the services being excluded from resale and, therefore, proceed toward a negotiated settlement which is based on fact.

On May 8, 1996, BellSouth filed a tariff with the Alabama Public Service Commission to allow all services to be included in a Contract Service Arrangement (CSA). This would effectively permit BellSouth to provide special pricing for any and all services as part of a CSA. This filing activity, when combined with BellSouth's negotiating position which excludes CSAs from resale, would have the anti-competitive effect of preventing local services resellers from effectively competing with BellSouth for a wide array of telecommunications services. This activity would ensure that BellSouth maintained a competitive weapon (CSAs) which would give BellSouth an unfair competitive advantage if BellSouth maintains its position that CSAs will not be available to new entrants in the local services market.

On May 17, 1996, in Mississippi, and on May 30, 1996, in Georgia, BellSouth filed to make changes to its MultiService and ESSX tariffs. Among the changes proposed to the Grandfathered ESSX service in these filings were pricing changes and the allowance to order additional lines. In our view, these and similar changes may be viewed as enhancements to the service. If, in fact, the purpose of obsoleting services is to migrate customers off antiquated, high-cost services as BellSouth has stated in negotiations, it seems that this tariff activity may not support this purpose. In fact, the effect of such filings which modify or enhance ESSX or other Grandfathered services is to remove incentive for customers to migrate from these obsolete services to more

current telecommunications services which would be available for resale to new entrants such as AT&T. Coupled with BellSouth's negotiating position which excludes Grandfathered services from resale, this activity gives BellSouth an unfair competitive advantage over new entrants by locking up particular market segments.

These recent activities underscore the need for AT&T and other new entrants into the local services market to be able to resell CSA's and Grandfathered services.

In addition to providing the data requested in the May 30, 1996 letter as discussed above, I would like for BellSouth to be prepared to discuss these items at the earliest possible date. Please explain the reasoning behind this activity and how these recent BellSouth actions should be interpreted by AT&T. We would be particularly interested in an explanation of how these actions will promote fair competition in the marketplace given the positions BellSouth has taken in our negotiations.

Sincerely,

Preston Foster

cc: S. Schaefer

attachments

(D) BELLSOUTH

Bell's and Talaconnectations, Inc. 255 972-2559 Sales 2020 2018 July Deplay 200 South E. Blotr Blotron Visa President – Republica

Kay 8, 1996

Brown Sam, Alphana 5583

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Nr. Valter L. Thomas, Jr. Secretary Alabama Public Service Commission Post Office Box 991 Honzgonery, Alabama 36101-0991 A THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TWO IS NAMED IN COLUMN TW

Dear Br. Thomas:

Attached is a proposed taxiff modifying the regulations governing customer specific Contract Service Arrangements. The current taxiff in both the General Subscriber Services Taxiff and the Private Line Services Taxiff lists the services on which Contract Service Arrangements are authorised. This proposal eliminates the listing of individual services; thus, allowing customer specific pricing in competitive situations on all taxiffed services.

This change is needed in order to be responsive to our customers in the present competitive environment. No revenue impact analysis has been attempted.

This proposed tariff revision is to become effective June 10, 1996.

Sincerely,

Attachments

General Subscriber Services Tariff

A5., Seventh herised Page 18

Private Line Services Tariff

15., Third Berised Page 3

Mi., First Beriend fage 4

BELLSOUTH
TELECOMMUNICATIONS, INC.
ALABAMA

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ESSUED: May 10, 1996 BY: President - Alabama . Biraningham, Alabama Seventh Revised Page 18
Cancels Sixth Revised Page 18

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EFFECTIVE Line 10, 1996

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AS. CHARGES APPLICABLE UNDER SPECIAL CONDITIONS

A5.8 Contract Service Arrangements

ASAI General

A. Compative attenuative are available to advections that may wish to use contain of the Company's services in this Turit!

When assessminally practicable, therefore, consource specific constant service arrangements may be furnished in tim of containing salff officiency provided these is restouched potential for transcripted bypass of the Company's services. Runs for each companion of a contained will not be less than the Company's incremental cost for tack companied by the Companies beautification accordance contained on (2) the Company in good falsh, and upon Companies approved, prior the service to provide the prior of a companies.

(DELETED)

CHETEN

- Ream, Changeis, Terms and additional regulations. If applicable, for the manner provide arrangements will be developed on an individual case bank, and will include all relevant costs, jitus an appropriate level of coordination.
- C. Unless otherwise specified, the regularizes for contract service arrangements are in addition to the applicable regularizes and react specified in other tensions of this Tariff.

AS,7 Prolindnery Filing

In order to most continuer scode, a service any to provided where equipment is available in advance of fully detailed printing information. In such instances, rates will be tiled and hilled, hund no proliminary information. Retemporarily, when fully detailed printing information becomes available, the publicatory rates will be replaced with supersecting fillings.

AS.S Received For Future Use

AS.2 Reserved For Future Use

A5.18 Reuse Of Facilities

When a continue, who has requested terminates of service in Still or in part, and uly delays the rease of Stell bies and cruston a sharpen when the Company must provide supportry service to must existing desired, that continues, Sillewing restaughts notice of a specific data after which temperary service count be provided, may be required to bear all or a portion of the cost of such constraints in accordance with ASJA, preceding.

PRIVATE LINE SERVICES TARIFF

Third Revised Page 3
Concein Separat Revised Page 3

EFFECTIVE: June 10, 1996

BELL-SOUTH
TELECOMMUNICATIONS, INC.
ALABAMA
ISSUED: May 10, 1995
BY: President - Alabama

Birmingham, Alabama

BS. APPLICATION OF CONSTRUCTION (TERMINATION AND ADDITIONAL CHARGES)

BS.5 Reserved For Future Use

B5.7 Contract Service Arrangements

BS.7.1 General

A. Compositive abscarsives are evaluate to subscribers that many wish to use outsin of the Company's surviving in this Thriff.

When communically precisable, absorbers, customer specific contract service accompanies tony to furnished in You of anisting teriff officings provided store is reasonable presented for assessment higher of the Company's services.

(DILLTIO)

Rains in such exemperate of a contract estangement will reat her less than the Computer's instructivity and the mate computers and successfully assembled by the Commissions hand an public helical processor, or (2) the Computer is good fields, and open Commission approval, priors the service to send the equality for prior of a computer.

2. Rates, Changes, Torons and additional regulations, if applicable, for the contract service terralgements will be developed on an individual case leads, and will individual cases could plue an appropriate level of contribution.

C. Union observing qualified, the regulations for construct service acronquentum one in addition to the applicable regulations and rates specified in other sentions of this Twiff.

PETA (DELETED)

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PRIVATE LINE SERVICES TARIFY

First Revised Page 4 Cancels Uniginal Page 4

SFFECTIVE: June 10, 1996

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BELLSOUTH
TELBCOMMUNICATIONS, INC.
ALABAMA
19916TH Mily 16, 1996
BY: President - Alabama
Birmingham, Alabama

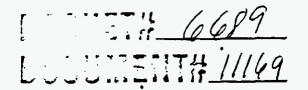
BS. APPLICATION OF CONSTRUCTION (TERMINATION AND ADDITIONAL CHARGES)

B5.7 Contract Service Arrangements (Cont'd) 85.7.2 (DELETED)

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TOTAL P. 05





BellSouth Telecommunications, Inc.

770 391-2450

Thomas L. Hamby Regulatory Vice President

Suite 397 125 Perimeter Center West Atlanta, Georgia 30346

May 30, 1996

RECEIVED

Ms. Terri M. Lyndall Executive Secretary Georgia Public Service Commission 244 Washington Street, S.W. Atlanta, Georgia 30334 MAY 3 0 1996

Executive Secretary
Ga. Public Service Commission

Dear Ms. Lyndall:

Attached for filing with the Commission are the following pages for the Georgia General Subscriber Service Tariff:

GENERAL SUBSCRIBER SERVICE TARIFF

See Attached List For Pages

The purpose of this filing is to revise several items in the MultiServsm service, ESSX[®] service, and related tariff sections

Please acknowledge receipt of this tariff by signing and returning the second copy of this letter.

Yours very truly,

Regulatory Vice President

Attachment

Copy to: Mr. Jim Hurt, Director

Consumers' Utility Counsel Division
Governor's Office of Consumer Affairs

2 Martin Luther King, Jr. Drive

Plaza Level East

Atlanta, Georgia 30334



Service Mark of BellSouth Corporation

Registered Service Mark of BellSouth Corporation

Georgia General Subscriber Service Tariff Pages Effective July 1, 1996

Section A3

- Seventh Revised Page 10.1

- Fifth Revised Page 31.1.1

- Ninth Revised Page 31.3

Section A12

- Contents - Ninth Revised Page 1

- Contents - Seventh Revised Page 2

- Contents - Eleventh Revised Page 3

- Contents - Third Revised Page 4

- Contents - First Revised Page 5

- Sixth Revised Page 1

- Sixth Revised Page 1.1

- Second Revised Page 1.2

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SYNOPSIS

The purpose of this tariff filing is to make several revisions to the MultiServ^{am} service and ESSX^a service sections of the tariff. For ease of reading, in this document references to MultiServ service will also apply to MultiServ PLUS service and references to ESSX service will also apply to Digital ESSX service unless specifically stated otherwise. The proposed changes involve verbiage and rate element changes as follows:

- Creating rate group based Network Access Registers (NARs) for MultiServ PLUS service.
- Allowing the Company to convert expired MultiServ service contracts to the month to month rates.
- Clarifying footnotes to the MultiServ service optional hunting features.
- Creating a charge for changing from a MultiServ service standard common equipment to a customized common equipment.
- Revising the Digital ESSX service Caller ID on Electronic Telephone Sets optional feature from a per line rate to a per system rate.
- Creating a waiver of termination/cancellation charges for conversion from ESSX service or MultiServ service to customer premises equipment served by a BellSouth digital facility service such as MegaLink® service or LightGate®
- service.
- Allowing obsoleted month to month ESSX service subscribers to subscribe to additional lines.
- Providing subsequent training on ESSX service at the training charges applicable to MultiServ service.
- Restructuring Section A12 to remove the large quantity of blank pages.
- Removing the zero rated Per Line rate element from the ECAS Three Way Calling, Consultation Hold, Call Transfer feature in A112.

There is no revenue impact associated with this filing.

^{***}Service Mark of BellSouth Corporation

*Registered Service Mark of BellSouth Corporation

Date 6/12/96 Number of pages including cover sheet Suzie Lavett FROM: Pam Nelson & Robert TO: Oakes **BellSouth Telecommunications** 404 810-3100 Phone 404 529-7496, or Phone Fax Phone 404 810-3131 205 977-0104 TO: 404 420-0031, or Fax Phone Phone 205 977-0164 Fax Phone TO: Phone Fax Phone

| ı | CC: | | | | | | | |
|---|---|---|--------|--|-----------------|--|------------|----------------|
| | REMARKS: Pam, | M | Urgent | | For your review | | Reply ASAP | Please Comment |
| | Per our conversation earlier, I hope this clarifies what I am trying to do. | | | | | | | |
| | Thanks! | | | | | | | |

UNE Tracking Form Updates 6/12/96

| AT&T Need | BST Position | Comments |
|---------------------|---|---|
| Contiguous Loop | BellSouth offers unbundled metallic and non-integrated digital loop. | See previous update for language to go at the top of this column. |
| Operator Services | BellSouth offers unbundled operator services for use by facility based carriers who do not purchase switching from BellSouth. See "Local Switching" for the routing issues. | Change Action Items to only refer back to "Local Switching" to prevent maintaining the routing in multiple places on this form. |
| Directory Services | BellSouth offers unbundled Directory Services for use by facility based carriers who do not purchase switching from BellSouth. See "Local Switching" for the routing issues. | Change Action Items to only refer back to "Local Switching" to prevent maintaining the routing in multiple places on this form. |
| Dedicated Transport | BellSouth offers transport that meets AT&T's requirements via its Special Access tariffs. This transport may not be used with a BellSouth "Port" for intraLATA, InterOffice transport. See "Local Switching" for the routing issue. | Change Action Items to only refer back to "Local Switching" to prevent maintaining the routing in multiple places on this form. |

Wee

June 12, 1996

Memo to file

RE: A voice mail message left for Scott Schaefer approximately 11:15 a.m. on June 12, 1996

I told Scott that I had rechecked on our public policy understanding as it relates to Unbundling Network Elements. That it was my understanding that BellSouth would be required to unbundle transport from switching in order to meet the check list. Therefore, there should be some interest on their part in solving the routing problem.

Additionally, I told Scott that I was sure he was aware that the Georgia Public Service Commission order was issued yesterday afternoon. In that regard, we were issuing a press release this AM to announce our entry into the local market. This would announce entry effective 9/1/96 on a trial basis with general availability on 11/1/96, as we had discussed in our negotiations under the Federal Act.



To: Andre' Mule', Pam Nelson, Gwen Davenporte

Audix message from Keith Milner, BellSouth to Pam Nelson, Wednesday, June 12, 1996, 12:15pm

Pam, good morning, I guess it's afternoon, it's about 12:15, this is Keith Milner. Let me tell you what generic level we're running at right now, I don't know that this is proprietary. On the 5E's we're running 5E9.1, on the 1AESS's we're running 1AE12 on our 2B's we're running 2BE5, on Nortel machines the DMS100's we're running DCS36 and it says the note I have is BCS36 plus I don't know what that really means, maybe BCS36 with some patches overlaid, on our DMS10's we're running generic 4 at 6.10, Semens on the EWSD's R12 and the DCS R18. We've got some plans over the next year to change all of this probably except in the cases of the 1A where there are no generic level changes planned. Generally we try to keep pretty close in step with the latest generics, but anyway those are the gen levels we're running on those right now. So if you have a need for any other information other than that give me a call back I'm on 529-5489. Thanks, Pam.

FAX

BellSouth 676 W. Peachtree St. N.E. Atlanta, GA 30375

| | 06/13/96 ages including cove | er sheet | | | | |
|---------------------|---------------------------------|-------------------|--------------------|------------------------------|--------|--|
| To: Pam Nois | on | | From: Suzie Lavett | | | |
| Phone Fax Phone CC: | 810-310 810-313 | | | 04) 529-7496 04) 420-0031 | - - | |
| PMAPPS. | ☐ Urgent | ☐ For your review | ☐ Reply ASAP | ☐ Please comment | | |
| | | | | | • | |
| · | | | | | | |

AGREEMENT FOR PREORDERING INFORMATION

This Agreement, effective as of , 1996, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and ("Local Exchange Company").

Whereas, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

This Agreement sets forth the terms and conditions under which Local Exchange Company will access and use certain preordering information stored in BST's Regional Street Address Guide (RSAG) data base and in files extracted from the Products/Services Information Management System (P/SIMS) data base.

II. DEFINITIONS

- 2.01. RSAG Information RSAG Information is information obtained from the Regional Street Address Guide (RSAG). For purposes of this Agreement RSAG Information is limited to individual customer location/address data and associated serving central office switches. Data from RSAG can be associated with P/SIMS file data to determine feature and service availability and to identify provisioning carriers. Information in RSAG is accessed using a combination of the following indicators: a valid street address, previous telephone number, previous customer name, descriptive address (e.g., John Hancock Center), or a valid community name and state.
- 2.02. P/SIMS Information P/SIMS Information is information obtained from the Products/Services Information Management System (P/SIMS). For purposes of this Agreement P/SIMS Information is limited to service/feature availability (by central office) and a listing of carriers providing interLATA and (where applicable) intraLATA services.
- 2.03. NPA Numbering Plan Area is an area code. The NPA is the primary code which identifies the central office switch providing local exchange service to a specific end user address.
- 2.04 NXX NXX is a secondary central office code. In combination with the NPA it provides an identifier for each BST central office switch.

III. RESPONSIBILITIES OF PARTIES

- 3.01. BST will provide Local Exchange Company with access on a real time basis to RSAG Information via an Electronic Communications Gateway. Local Exchange Company may use RSAG Information to obtain the primary NPA/NXX of the associated central office. RSAG is a 24x7 application; however, batch processing will necessitate periods of system unavailability during morning hours. The scheduled downtimes are 1a.m. to 4a.m. Monday through Friday; 10p.m. to 4a.m. Saturday; and midnight to 8a.m. Sunday. BST shall endeavor to maintain a satisfactory response time. Depending on the accuracy and level of detail of input data, some transactions will complete in fifteen (15) seconds per query or less. BST shall have no liability to Local Exchange Company for a response time exceeding this parameter.
- 3.02. BST will provide Local Exchange Company with access to data files containing P/SIMS Information. A separate data file will be prepared for each state contained in BST's nine-state service territory. Access to P/SIMS Information will be provided through a data transmission line. The data transmission line may be obtained from BST pursuant to the provisions of tariffs filed in each state jurisdiction served by BST. Using the data transmission line, Local Exchange Company will have the capability of downloading P/SIMS Information into computer facilities over which Local Exchange Company exercises dominion and control. P/SIMS Information available to Local Exchange Company through this arrangement includes, but is not limited to, a listing of services and features available by central office and a listing of interLATA carriers and (where applicable) intraLATA carriers serving each central office. BST will update P/SIMS Information a minimum of one time per week; however, Local Exchange Company may perform downloading of P/SIMS Information at whatever frequency it deems appropriate.
- 3.03. Local Exchange Company will obtain from BST a security card featuring a unique password identification which will be changed periodically by BST. A nonrecurring charge of One Hundred (\$100.00) Dollars will be applied to each security card provided, including duplicates furnished to additional users or furnished as a replacement of lost or stolen cards.
- 3.04. Local Exchange Company acknowledges that RSAG Information and P/SIMS information obtained pursuant to this Agreement is provided for the limited purposes of facilitating the establishment of new customer accounts and identifying services and features available in specific BST central offices. Local Exchange Company agrees that it will not sell or otherwise transfer RSAG Information and/or P/SIMS Information to any third party for any purpose whatsoever without the prior written consent of BST.
- IV. FEES FOR SERVICE AND TAXES

- 4.01. BST will provide the services contemplated by this Agreement without charge to Local Exchange Company. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due from BST to any federal, state or local taxing jurisdiction with respect to the provision of the services set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.
- 4.02. Local Exchange Company hereby acknowledges that future market conditions may increase BST's provisioning costs and necessitate a charge or charges for the services provided pursuant to this Agreement. Should BST in its sole judgment determine to assess a charge or charges for the services described herein, BST will provide Local Exchange Company with a minimum of ninety (90) days' prior written notice of this determination, said notice to include a statement of the exact charge or charges to be applied by BST.

V. TERM OF AGREEMENT

This Agreement shall continue in effect until terminated by either party upon at least thirty (30) days' prior written notice to the other party. All obligations of the parties incurred prior to the termination date shall survive termination of this Agreement.

VI. DISCLAIMER OF WARRANTIES

- 8.01. BST does not warrant that services provided under this Agreement will be uninterrupted or error free. In the event of access problems, interruptions, delays, errors or other failure of the services, BST's obligation shall be limited to using reasonable efforts under the circumstances to restore the services. BST shall have no obligation to retrieve or reconstruct any messages or data which may be lost or damaged. Local Exchange Company is responsible for providing back-up for data deemed by Local Exchange Company to be necessary to its operations.
- 6.02. THE SERVICES ARE PROVIDED "AS IS." BST MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

VII. LIMITATION OF LIABILITY

In no event will BST be liable to Local Exchange Company or any third party for indirect, incidental, special or consequential damages arising out of or in connection with the services provided under this Agreement, including but not limited to losses or damages for any lost profits, errors or omissions in data, lost data or lost or delayed messages, whether caused by BST's negligence or other legal fault, even if BST has been advised of the possibility of such damages. BST shall be indemnified and saved harmless by Local Exchange Company from all such claims asserted by third parties which arise, directly or indirectly, from BST's provision of services to Local Exchange Company under this Agreement or from any act or omission of Local Exchange Company in connection with the services provided under this Agreement. Local Exchange Company's obligations to indemnify and save harmless under this paragraph are expressly conditioned on the following: (i) that Local Exchange Company shall be notified in writing promptly of any such claim or demand, (ii) that Local Exchange Company shall have sole control of the defense of any such action, claim or demand and of all negotiations for its settlement or compromise; and that (iii) BST shall cooperate with Local Exchange Company to facilitate the settlement or defense of such claim or demand.

VIII. MISCELLANEOUS PROVISIONS

- 8.01. It is understood and agreed by the parties that BST may provide similar services to other companies.
- 8.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U.S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.
- 8.03. Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and Local Exchange Company further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.
- 8.04. This Agreement constitutes the entire agreement between Local Exchange Company and BST and supersedes ell prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

- 8.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement. It is further agreed that the parties will as necessary negotiate other provisions to replace those provisions held or construed to be invalid or unenforceable.
- 8.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- 8.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.
- 8.08. The rights and obligations of either party may not be assigned or otherwise transferred without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided, however, that either party may, without the other's consent, assign this Agreement to an entity owned in whole or in part by that party or by one or more of its direct or indirect subsidiaries, and may subcontract the performance of any of its obligations hereunder.
- 8.09. The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in duplicate counterparts, each of which is deemed an original.

| Local Exchange Company: | BST: | | |
|-------------------------|--------|--|--|
| Ву: | Ву: | | |
| Name: | Name: | | |
| Title: | Title: | | |

June 13, 1996



Room 34A35 SBC 675 W. Peschtree Street Atlanta, Georgie 30375

Kevin Franklin Room 12N12 1200 Peachtree St., N.E. Atlanta, Georgia 30309

Dear Kevin:

This memo is to provide you with BellSouth's policy relative to unbundled loop and port combination orders.

BellSouth recently filed comments in response to the Federal Communication Commission's (FCC's) Notice of Proposed Rulemaking - Telecommunications Act of 1996. Our comments specifically oppose unbundled loop/port combinations. The following is an excerpt from our filed comments: "Specifically, the issue is whether requesting carriers may order and combine unbundled network elements to offer the same services an incumbent LEC offers for resale under Section 251(c) (4). BellSouth firmly believes that such a result would be incongruous with the purpose of the Act and the intent of Congress." Additional comments include: "Accordingly, BellSouth urges the Commission to clarify that carriers may not request unbundled network elements for the purpose of recombining them to offer services that are available to the carriers under the Act's resale provisions".

BellSouth believes it is appropriate to await a ruling by the FCC before continuing negotiations specific to this issue. However, in light of the Florida PSC decision regarding this issue, BellSouth will process loop/port combination orders for the state of Florida. In addition, BellSouth wants to continue negotiations regarding the operational issues relative to this service configuration.

Please contact me on 404-529-6516 if you have any questions.

Sincerely,

Pam Sims

Project Manager - Unbundled Network Operational Issues

InterConnection Services

Pam Sima

cc: Suzie Layett



Wer



June 13, 1996

Mr. William J. Carroll Vice President AT&T Room 4170 1200 Peachtree St., NE Atlanta, GA 30309

Dear Jim:

I have a copy of AT&T's "News Release," dated June 12, 1996, regarding AT&T's stated intent to begin providing telephone service in Georgia in September, with full availability beginning in November. As you and I have discussed on many occasions, it is BellSouth's firm desire to reach agreement with AT&T regarding the local competition issues that remain for resolution in Georgia.

There is, however, one aspect of AT&T's release that I find troubling. The second paragraph of the release quotes you as stating, "We will begin providing Georgia consumers innovative packages of local, long-distance, wireless, on-line and entertainment services." (emphasis added) Section 271(e) of the Telecommunications Act of 1996 specifically prohibits AT&T from currently jointly marketing its interLATA services with telephone exchange service obtained from BellSouth. Accordingly, I would appreciate your clarifying for me the intent of your statement. In particular, please let me know whether or not AT&T intends to jointly market its interLATA service with local service obtained by AT&T from BellSouth.

Sincerely,

W. Scott Schaefer

Vice President - Marketing InterConnection Services

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June 13, 1996

Mr. William J. Carroll Vice President AT&T Room 4170 1200 Peachtree St., NE Atlanta, GA 30309

Dear Jim:

I have been given a copy of your letter dated June 6, 1996, addressed to Charlie Coe. I am . somewhat surprised by the level of concern you seem to express in your correspondence regarding prior conversations related to the subject of unbundled network elements.

In the May 23, 1996, executive meeting between our companies, Hank Anthony did indicate that there might be some items listed by AT&T as matters to be unbundled that BellSouth believed did not constitute "network elements" under the Telecommunications Act of 1996. Hank and I later discussed this question and, as I informed you, this was simply a reflection of the legal. opinion of BellSouth's attorneys regarding a few of the items listed by AT&T. In our May 29, 1996, meeting, I further told you that these comments were directed to operator services, directory assistance and repair service. Upon your inquiry, I also told you that, as of that moment, I was unaware of any other matters sought to be unbundled by AT&T that BellSouth believed were not legally required to be unbundled under the Act. Nonetheless, at your request, BellSouth agreed to review the multitude of unbundling requests made by AT&T to determine if there were any other such matters. Because of the volume of AT&T's requests, I further told you that it would take a few weeks to accomplish that review. As I committed, that review is ongoing and I should have the results available for you shortly.

Jim, I must admit that I share some of your frustration over the course of our negotiations to date. While we have made progress with respect to some matters, such as a framework for our discussions regarding unbundled network elements, BellSouth's good faith efforts to reach agreement with AT&T have, to a large extent, been stymied by AT&T. Specifically, AT&T has raised a huge volume of detailed issues. This has bogged down our negotiating teams in minutia,

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thus preventing us from making significant progress in reaching an all encompassing agreement. BellSouth believes that both of our interests would be better served by trying to reach agreement on the broad issues first and then tackling the many details AT&T has raised to date. I would appreciate your consideration of this proposal.

In any event, BellSouth has and continues to negotiate with AT&T in a good faith effort to reach agreement on the myriad of issues raised by AT&T at the executive, core and SME levels. It may not be possible for us to agree on the answer to every issue, including the question of whether or not operator services, directory assistance and repair services are "network elements" under the Act. If so, we will agree to disagree on these particular issues. BellSouth will, however, continue to negotiate in good faith with AT&T on these and any other issues AT&T may raise.

Sincerely,

W. Scott Schaefer

Vice President - Marketing InterConnection Services



Hand Delivered

June 13, 1996

William J. Carroll Vice President AT&T 1200 Peachtree Street, N.E. Atlanta, Georgia 30309

Dear Jim:

Prior to my leaving for the week of June 3, 1996, I had related to you that BellSouth would be prepared to make a proposal to AT&T regarding providing BellSouth's telecommunications services to AT&T for the purposes of AT&T's resale to end user customers. It seems that AT&T has preempted BellSouth's proposal with its own contained in the June 5, 1996 letter to Charlie Coe.

After review of the AT&T proposal, I find very little if any change from the AT&T requests provided soon after BellSouth and AT&T began official negotiations under the Telecommunications Act. In fact, the proposal contains items, such as the discount levels, that are more onerous to BellSouth than positions taken by various regulatory bodies thus far. As such, the proposal is unacceptable to BellSouth. I believe that the AT&T proposal represents a move farther away from center than toward it.

I propose that BellSouth and AT&T move away from the voluminous and detailed requirements documents that have slowed negotiations to date and see if the companies can agree on a comprehensive agreement that covers interconnection, unbundling and the wholesale of BellSouth's telecommunications services for resale by AT&T. I have attached for your consideration, BellSouth's proposal. It is my feeling that agreeing to and building upon such a proposal will speed AT&T's entry into the local exchange market, I believe, is the result both companies seek.

Secured Via Land deluny 6/14/96

Please review BellSouth's proposal and I will call you to discuss it on Monday.

Sincerely,

W. Scott Schaefer

Vice President-Marketing InterConnection Services

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and AT&T Communications of the Southeast States ("AT&T"), a ______ corporation and shall be deemed effective as of June 1,1996. This agreement may refer to either BellSouth or AT&T 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, AT&T 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 in Alabama specifically for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996; and

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

I. Definitions

- A. Affiliate is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent.
- **B.** Commission is defined as the appropriate regulatory agency in each of BellSouth's nine state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

- C. Intermediary function is defined as the delivery of local traffic from a local exchange carrier other than BellSouth; an ALEC other than AT&T; another telecommunications company such as a wireless telecommunications provider through the network of BellSouth or AT&T to an end user of BellSouth or AT&T.
- D. Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.
- E. Local Interconnection is defined as 1) the delivery of local traffic to be terminated on each party's local network so that end users of either party have the ability to reach end users of the 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.
- F. Percent of Interstate Usage (PIU) is defined as a factor to be applied to terminating access services minutes of use to obtain those minutes that should be rated as interstate access services minutes of use. The numerator includes all interstate "nonintermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "nonintermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating party pays services.
- G. Percent Local Usage (PLU) is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "nonintermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating party pays minutes of use.
- H. Telecommunications Act of 1996 ("Act") means Public Law 104-104 of the United States Congress effective February 8, 1996. The Act amended the Communications Act of 1934 (47, U.S.C. Section 1 et. seq.).
- i. Multiple Exchange Carrier Access 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.

il. 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, 252 and 271 of the Act. The access and interconnection obligations contained herein enable AT&T to provide competing telephone exchange service to residential and business subscribers within the Alabama territory of BellSouth. The parties agree that AT&T will not be considered to have 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. At that time, this Agreement may be amended to include the other state or states. The term of this Agreement shall remain as set forth in Section III(A) even for any such additional states. To the extent the items in 47 U.S.C. § 271(c)(2)(B) are contained within this Agreement, the parties agree that with the execution of this Agreement, BellSouth has met the requirements of 47 U.S.C. § 271(c)(2)(B).

III. Term of the Agreement

- A. The term of this Agreement shall be two years, beginning June 15, 1996.
- B. The parties agree that by no later than October 1, 1997, they shall. commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning June 15, 1998.
- C. If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the 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 March 1, 1998. The parties further agree that in the event the Commission does not issue its order prior to May 31, 1998 or if the parties continue beyond May 31, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties, will be effective retroactive to May 31, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection (47 U.S.C. §251(c)(2), §252(d)(1),(2), §271(c)(2)(B)(i))

- A. The parties intend that the interconnection of their equipment, facilities and networks pursuant to this section complies with the requirements of sections 251, 252 and 271 of the Act.
- B. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.
- C. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made.
- The parties agree that neither party shall be required to compensate the D. other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations, including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.
- E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7)

services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

- F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area AT&T desires to serve for interconnection to those end offices that subtend the access tandem. In addition, AT&T may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside the local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.
- G. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency.
- H. Whenever BellSouth delivers traffic to AT&T for termination on AT&T's network, if BellSouth cannot determine, because of the manner in which AT&T has utilized its NXX codes, whether the traffic is local or toll BellSouth will not compensate AT&T pursuant to this section but will, instead, charge AT&T originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if AT&T can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that AT&T cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.
- I. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than AT&T; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will

bill a \$.002 per minute charge over and above the local interconnection rates set out in this section. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (**K**) of this section.

- J. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.
- K. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.
- L. The ordering and provision of all services purchased from BellSouth by AT&T shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

- A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.
- B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If AT&T is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses AT&T as an interexchange carrier on a 10XXX basis,

BellSouth will charge AT&T the appropriate tariff charges for originating network access services. If BellSouth is serving as the AT&T end user's presubscribed interexchange carrier or if the AT&T end user uses BellSouth as an interexchange carrier on a 10XXX basis, AT&T will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

- C. The parties agree that to the extent AT&T provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end office outside the local calling area.
- **D.** BellSouth agrees to compensate AT&T, pursuant to AT&T's published originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to BellSouth.
- E. AT&T will provide to BellSouth the appropriate records necessary for BellSouth to bill BellSouth's intraLATA 800 customers. The records provided by AT&T will be in a standard EMR format for a fee, paid by BellSouth to AT&T, of \$0.013 per record.
- F. If AT&T provides 800 services to its end users during the term of this Agreement, it agrees to compensate BellSouth, pursuant to BellSouth's originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to AT&T. BellSouth agrees to provide AT&T the appropriate records for AT&T to bill its 800 customers. The records provided will be in standard EMR format for a fee, to be paid by AT&T to BellSouth, of \$0.013 per record.
- **G.** If during the term of this Agreement, BellSouth is permitted to provide interLATA 800 services, BellSouth will compensate AT&T for the origination of such traffic pursuant to subsection A, above. AT&T shall provide the appropriate records for billing pursuant to subsection B, above.
- H. Should AT&T 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. AT&T shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. AT&T will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability (47 U.S.C. §251(b)(2) and §271(c)(2)(B)(xi))

- A. The parties intend that the number portability provided pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.
- B. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to AT&T, or vice versa, is permitted to retain 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. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.
- C. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service. Section E6.8.1.H of the BellSouth intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.
- D. SPNP is available only where AT&T 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 AT&T assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or AT&T 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.
- E. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by AT&T or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user.

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

- SPNP-DID service provides trunk side access to end office switches for F. direct inward dialing to other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.
- G. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.
- H. The calling party is responsible for payment of the applicable charges for sent-paid calls to the SPNP number. For collect, third-party, or other operator-assisted non-sent paid calls to the ported telephone number, BellSouth or AT&T is responsible for the payment of charges under the same terms and conditions for which the end user would have been liable for those charges. Either party may request that the other block collect and third party non-sent paid calls to the SPNP assigned telephone number. If the party does not request blocking, the other party will provide 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 party shall have the option of receiving this usage data on a daily basis via a data file transfer arrangement. This arrangement will utilize the existing industry uniform standard, known as EMR standards, for exchange of billing data. Files of usage data will be created daily for the optional service. Usage originated and recorded in the sending BellSouth RAO will be provided in unrated format. AT&T usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO will be provided in rated format.

- I. Each party is 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 party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.
- J. Each party is 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 party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.
- K. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for maintenance purposes.
- L. Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

- M. For that terminating IXC traffic ported to AT&T which requires use of BellSouth tandem switching, BellSouth will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and AT&T will bill the IXC local switching, the carrier common line and a portion of the transport. If BellSouth is unable to provide the necessary access records to permit AT&T to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process with BellSouth to recover those access revenues due it as a co-provider of access services to IXCs. During the interim, while the surrogate is being developed, BellSouth 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 AT&T. If a BellSouth toll intraLATA call is delivered to AT&T, BellSouth will pay terminating access rates. This subsection does not apply in cases where SPNP-DID is utilized for number portability.
- N. If AT&T has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the BellSouth tandem is being utilized and BellSouth receives network access service revenues from the terminating IXC, AT&T will bill BellSouth the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from a BellSouth customer is sent to a BellSouth number that is, in turn, forwarded through the use of SPNP services to AT&T's customer. If so, AT&T will bill BellSouth the network access charges for the terminating facilities used for that intraLATA toll traffic.
- O. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements (47 U.S.C. §251(c)(3), § 252(d) and §271(x)(2)(B)(ii))

- A. The parties intend that BellSouth's offer of unbundled network elements to AT&T pursuant to this section shall comply with the requirements of sections 251, 252 and 271 of the Act.
- B. BellSouth will offer an unbundled local loop to AT&T at the rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service is not an unbundled element.



- C. BellSouth will offer to AT&T unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with AT&T's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.
- D. BellSouth will offer to AT&T unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.
- E. BellSouth will offer to AT&T unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port.
- F. The parties agree that BellSouth may provide, upon AT&T request, any other network element on an unbundled basis at any technically feasible point on its network pursuant to the requirements of section 251 of the Act.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way (47 U.S.C. § 251(b)(4) and §271(c)(2)(B)(iii))

A. BellSouth agrees to provide to AT&T, 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.

IX. Access to 911/E911 Emergency Network (47 U.S.C. §271(c)(2)(B)(vii)(I))

- A. The parties intend for the provision of access to BellSouth's 911/E911 Emergency network by AT&T pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.
- B. For basic 911 service, BellSouth will provide to AT&T a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. AT&T will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. AT&T will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, AT&T shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.
- C. For E911 service, AT&T shall install a minimum of two dedicated trunks originating from AT&T's serving wire center and terminating to the appropriate E911

tandem. The dedicated trunks shall be, at minimum, DS0 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. AT&T will provide BellSouth daily updates to the E911 database.

- D. If a municipality has converted to E911 service, AT&T will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, AT&T will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- E. BellSouth and AT&T agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.
- **F.** The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services (47 U.S.C. §271(c)(2)(B)(vii)(II)&(III))

- A. The parties intend for the provision of access to BellSouth's operator services by AT&T pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.
- B. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.
- C. BellSouth will offer to AT&T Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.
- D. BellSouth will offer to AT&T CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachments C-11and C-12, incorporated herein by this reference.

XI. Directory Listings (47 U.S.C.§271(c)(2)(B)(viii))

- A. The parties intend for the provision of white pages directory listings to AT&T pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.
- B. Subject to execution of an Agreement between AT&T and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) AT&T's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to AT&T's subscribers.
- **C.** BellSouth will include AT&T subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge AT&T to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.
- D. BellSouth will provide AT&T a magnetic tape or computer disk containing the proper format for submitting subscriber listings. AT&T will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.
- E. BellSouth and BAPCO will accord AT&T's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to AT&T's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.
- F. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers (47 U.S.C. §271(c)(2)(B)(ix))

- A. The parties intend for the provision of access to telephone numbers for AT&T pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.
- B. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that AT&T has nondiscriminatory access to telephone numbers for assignment to its telephone

exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. AT&T agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

C. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases (47 U.S.C. §271(c)(2)(B)(x))

- A. The parties intend for the provision of access to signaling and signaling databases for AT&T pursuant to this section to comply with the requirements of sections 251, 252, and 271 of the Act.
- B. BellSouth will offer to AT&T use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.
- **C.** BellSouth agrees to input the NXXs assigned to AT&T into the Local Exchange Routing Guide ("LERG").
- D. BellSouth will enter AT&T line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable AT&T's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.
- **E.** If AT&T utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale (47 U.S.C.§ 251(c)(4), §251(d)(3) & §271(c)(2)(B)(xiv))

- A. The parties intend for the provisions contained in this section regarding BellSouth's telecommunications services available for resale to comply with the requirements of sections 251, 252, and 271 of the Act.
- **B.** The rates pursuant by which AT&T 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 Attachment D, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

- c. AT&T may resell the tariffed local exchange and toll telecommunications services of BellSouth subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; and legislatively or administratively mandated specialized discounts (e.g. education institutions discount).
- **D.** The provision of services by BellSouth to AT&T does not constitute a joint undertaking for the furnishing of any service.
- E. AT&T will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from AT&T for all services.
- F. AT&T will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, AT&T accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth. BellSouth may bill AT&T for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact AT&T's customers, if in its sole discretion it deems necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.
- G. BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of AT&T and ALEC agrees not to interfere with the right of any end user to obtain service directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of AT&T.
- H. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to AT&T until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications

company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection.

- I. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to AT&T for a charge not less than BellSouth's cost.
- J. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - 1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 2. Cause damage to their plant;
 - 3. Impair the privacy of any communications; or
 - 4. Create hazards to any employees or the public.

AT&T assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by AT&T.

- K. AT&T agrees that its resale of BellSouth services shall be as follows:
- 1. The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
- 2. To the extent AT&T is a telecommunications carrier that serves greater than 5 percent of the Nation's presubscribed access lines, AT&T shall not jointly market its interLATA services with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the states covered under this Agreement. For purposes of this subsection, to jointly market means any advertisement, marketing effort or billing in which the telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by AT&T are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.



- 3. Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to COCOTS customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 or A27 Shared Tenant Service Tariff, as appropriate.
- 4. AT&T is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2.3.2.A. of BellSouth's Tariff.
- 5. Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. of BellSouth's Tariff referring to Shared Tenant Service.
- L. 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.
- M. Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth. AT&T or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- N. BellSouth will not perform billing and collection services for AT&T as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- O. Until such time as BellSouth receives permission from the FCC to bill the End User Common Line (EUCL) charge to AT&T, BellSouth will, on an interim basis, bill AT&T the charges shown below which are identical to the EUCL rates billed by BST to its end users.

Monthly Rate

| 1. | Residential (a) Each Individual Line or Trunk | \$3.50 |
|----|--|--------|
| 2. | Single Line Business (b) Each Individual Line or Trunk | \$3.50 |
| 3. | Multi-line Business (c) Each Individual Line or Trunk | \$6.00 |

- P. The procedures for discontinuing end user service purchased by AT&T for resale to an end user are as follows:
 - Where possible, BellSouth will deny service to AT&T's end user on behalf of, and at the request of, AT&T. Upon restoration of the end user's service, restoration charges will apply and will be the responsibility of AT&T
 - 2. At the request of AT&T, BellSouth will disconnect a AT&T end user customer.
 - All requests by AT&T for denial or disconnection of an end user for nonpayment must be in writing.
 - AT&T will be made solely responsible for notifying the end user of the proposed disconnection of the service.
 - 5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise AT&T when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by AT&T and/or the end user against any claim, loss or damage arising from providing this information to AT&T. It is the responsibility of AT&T to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
 - Q. The procedures for discontinuing service to AT&T are as follows:
 - 1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or



- service, abuse of the facilities, or any other violation or noncompliance by AT&T of the rules and regulations of BellSouth's Tariffs.
- 2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to AT&T, 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 AT&T's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- 3. If payment of the account is not received, or arrangements made, by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
- 4. If AT&T fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times herein specified, BellSouth may, on thirty days written notice to the person designated by AT&T to receive notices of noncompliance, discontinue the provision of existing services to AT&T 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 AT&T's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to AT&T without further notice.
- 5. If payment is not received or arrangements made for payment by the date given in the written notification, AT&T's services will be discontinued. Upon discontinuance of service on a AT&T's account, service to AT&T's end users will be denied. BellSouth will also reestablish service at the request of the end user or AT&T upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.
- If within fifteen days after an end user's service has been denied no contact
 has been made in reference to restoring service, the end user's service will
 be disconnected.
- R. BellSouth may require AT&T to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may

not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves AT&T from the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that AT&T defaults on its account, service to AT&T will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to AT&T during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to AT&T by the accrual date.

S. AT&T is strictly prohibited from any use of, including but not limited to sales, marketing or advertising, any BellSouth name or trademark.

XV. Ordering of Services From BellSouth For Resale Purposes

- A. The ordering and provision of services purchased from BellSouth for resale purposes by AT&T shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Reseller) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.
- **B.** When the initial service is ordered by AT&T, BellSouth will establish an accounts receivable master account for AT&T.
- **C.** BellSouth shall bill AT&T on a current basis all applicable charges and credits, including any service order charges.
- D. Payment of all charges will be the responsibility of AT&T. AT&T shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by AT&T from AT&T's customer. BellSouth will not become involved in billing disputes that may arise between AT&T 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.
- **E.** BellSouth will render bills each month on established bill days for each of AT&T's accounts.
- F. BellSouth will bill AT&T in advance charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears. Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and franchise fees, on an individual end user account level.

G. The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available U.S. funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in I. following, shall apply.

- H. Upon proof of tax exempt certification from AT&T, the total amount billed to AT&T will not include any taxes due from the end user. AT&T will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- I. As the customer of record, AT&T will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.
- J. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be the lessor of:
 - The highest interest rate (in decimal value) which may be levied by law for commercial transaction, compounded daily for the number of days from the payment due date to and including the date that AT&T actually makes the payment to BellSouth, or
 - 2. 0.000590 per day, compounded daily for the number of days from the payment due date to and including the date that AT&T actually makes the payment to BellSouth.
- K. Any Carrier Common Line charges (CCL) associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth.

- L. In general, BellSouth will not become involved in disputes between AT&T and AT&T's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, AT&T shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with AT&T to resolve the matter in as timely a manner as possible. AT&T may be required to submit documentation to substantiate the claim.
- M. AT&T is responsible for payment of all appropriate charges for completed calls, services, and equipment. If objection in writing is not received by BellSouth within twenty-nine days after the bill is rendered, the account shall be deemed correct and binding upon AT&T.

XVI. Network Design and Management (47 U.S.C. § 251(c)(5))

- A. The parties agree to work cooperatively to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- B. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.
- C. The parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.
- D. BellSouth does not intend to charge rearrangement, reconfiguration, disconnection, or other non-recurring fees that may be associated with the initial reconfiguration AT&T's interconnection arrangement. However, AT&T's interconnection reconfigurations will have to be considered individually as to the application of a charge. Notwithstanding the foregoing, BellSouth does intend to charge AT&T non-recurring fees for any additions to, or added capacity to, any facility or trunk purchased by AT&T.
- E. The parties agree to provide LEC-to-LEC Common Channel Signaling (CCS) to one another, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for repeat dialing. All CCS signaling parameters will be provided, including automatic number identification (ANI), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored, and the parties agree to cooperate on the exchange of Transactional Capabilities Application Part (TCAP) messages to facilitate full interoperability of CCS-based features between the respective networks.

- F. For network expansion, the parties agree to review engineering requirements on a quarterly basis and establish forecasts for trunk utilization as required by Section V of this Agreement. New trunk groups will be implemented as state by engineering requirements for both parties.
- G. The parties agree to provide each other with the proper call information, i.e. originated call party number and destination call party number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

XVII. Disconnection of Existing End User Service

- A. BellSouth will accept requests from AT&T to disconnect the service of an existing BellSouth end user. BellSouth will accept a request directly from an end user for conversion of the end user's service from AT&T to BellSouth or will accept a request from another ALEC or AT&T for conversion of the Service Provider Number Portability service associated with an end user's service from AT&T to the second ALEC or Reseller. BellSouth will notify AT&T that such a request has been processed. BellSouth will not require end user confirmation prior to disconnecting the end user's service. AT&T must, however, provide proof of authorization upon request.
- B. If BellSouth determines that an unauthorized change in local service provider has occurred, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess AT&T an Unauthorized Change Charge of \$19.41 per line or trunk for Residence of Business and \$34.19 for each Public or Semi-Public Line. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to AT&T because of the unauthorized change. These charges may be adjusted if AT&T provides satisfactory proof of authorization.
- **C.** BellSouth may designate BellSouth as the preferred provider of local exchange service for its own pay telephones.

XVIII. Effect of Commission Orders, Execution of Agreements or Approval of Tariffs

A. In the event an appropriate regulatory agency or judicial body orders or directs BellSouth or AT&T to provide any substantive portion of this Interim Agreement in a way different than that provided for herein, the parties agree to implement said order so that the parties can incorporate the order on the same day that the order becomes effective. The parties agree that such action shall take place only after all administrative and judicial remedies have been exhausted.

- B. In the event BellSouth executes an interconnection, unbundling and resale agreement with any other local exchange carrier, the parties agree that AT&T shall be eligible to supersede this Agreement with the identical rates, terms and conditions contained in the BellSouth agreement with the other local exchange carrier. If AT&T chooses to adopt another agreement in its entirety, the parties agree that the effective day shall be the date the agreement is approved by the Commission.
- C. In the event BellSouth files and receives approval for a tariff offering to provide any substantive service of this Agreement in a way different than that provided for herein, the parties agree that AT&T shall be eligible for subscription to said service at the rates, terms and conditions contained in the tariff. The parties agree that such eligibility shall be as of the effective date of the tariff.

XIX. Implementation of Agreement

The parties agree that within 30 days of the execution of this Agreement they will adopt a schedule for the implementation of this Agreement. The schedule shall state with specificity, ordering, testing, and full operational time frames. The implementation shall be attached to this Agreement as an addendum and specifically incorporated herein by this reference.

XX. Auditing Procedures

- A. Upon thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic between the parties. The parties agree to retain records of call detail for a minimum of nine months from which the PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit request shall not be submitted more frequently than one (1) time per 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, 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.
- B. For combined interstate and intrastate AT&T traffic terminated by BellSouth over the same facilities, AT&T shall provide a projected Percentage Interstate Usage ("PIU") as defined herein to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in E2.3.14 of BellSouth's Intrastate Access Services Tariff will apply to AT&T. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

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

XXI. Liability and Indemnification

- A. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by AT&T, an AT&T customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article XX, BellSouth's liability shall not limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by AT&T, any AT&T customer, or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth shall not be subject to such limitation of liability.
- B. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, a BellSouth customer or by any other person or entity, for damages associated with any of the services provided by AT&T pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Article XX, AT&T's liability shall not limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by BellSouth, any BellSouth customer, or any other person or entity resulting from the gross negligence or willful misconduct of AT&T shall not be subject to such limitation of liability.
- C. Neither party shall be liable for any act or omission of any other telecommunications company to the extent such other telecommunications company provides a portion of a service.
- D. Neither party shall be liable for damages to the other party's terminal location, POI or other party's customers' premises resulting from the furnishing of a service, including but not limited to the installation and removal of equipment and associated wiring, except to the extent the damages is caused by such party's gross negligence or willful misconduct.

- E. Notwithstanding subsection A., the party providing services under this Agreement, its affiliates, and its parent company shall be indemnified, defended and held harmless by the party receiving such services against any claim, loss or damage arising from the receiving party's use of the services provided under this Agreement, involving: 1) Claims for libel, slander, invasion of privacy, or infringement of copyright arising from the receiving party's own communications; 2) any claim, loss, or damage claimed by the receiving party's customer(s) arising from such customer's use of any service, including 911/E911, that the customer has obtained from the receiving party and that the receiving party has obtained from the supplying party under this Agreement; or 3) all other claims arising out of an act or omission of the receiving party in the course of using services provided pursuant to this Agreement. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying party the receiving party shall have no obligation to indemnify, defend and hold harmless the supplying party hereuinder.
- F. BellSouth assumes no liability for the accuracy of the data provided to it by AT&T and AT&T agrees to indemnify and hold harmless BellSouth for any claim, action, cause of action, damage, injury whatsoever, that may result from the supply of data from AT&T to BellSouth in conjunction with the provision of any service provided pursuant to this Agreement.
- G. Neither party guarantees or makes any warranty with respect to its services when used in an explosive atmosphere. Notwithstanding subsection A., each party shall be indemnified, defended and held harmless by the other party or the other party's customer from any and all claims by any person relating to the other party or other party's customer's use of services so provided.
- H. No license under patents (other than the limited license to use) is granted by one party to the other or shall be implied or arise by estoppel, with respect to any service offered pursuant to this Agreement. Notwithstanding subsection A., the party providing a service pursuant to this Agreement will defend the party receiving such service against claims of patent 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. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:
- (1) Modification of the service by someone other than the providing party and /or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or
- (2) The combination, operation or use of the service with any product, data or apparatus not provided by the providing party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use.

- I. Promptly after receipt of notice of any claim or the commencement of any action for which a party may seek indemnification pursuant to this Article IX, such party (the "Indemnified Party") shall promptly give written notice to the other party (the Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.
- J. A party's failure to provide or maintain services offered pursuant to this Agreement shall be excused to the extent such failure is the result of labor difficulties, governmental orders, civil commotion, criminal actions taken against such party, acts of God and other circumstances beyond such party's reasonable control.

XXII. Treatment of Proprietary and Confidential Information

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

XXIII. Resolution of Disputes

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

XXIV. Limitation of Use

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

XXV. Waivers

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

XXVI. Governing Law

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

XXVII. Arm's Length Negotiations

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

XXVIII. Notices

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

| BellSouth Telecommunications, Inc. | AT&T Communications |
|------------------------------------|---------------------|
| | |
| | |
| | |

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

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

XXIX. Entire Agreement

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

| BellSouth Telecommunications, Inc. | AT&T Communications Corporation | |
|------------------------------------|---------------------------------|--|
| Signature | Signature | |
| Title | Title | |
| Date | Date | |

ATTACHMENT A

EXAMPLE OF "5% CAP"

Case 1:

BellSouth terminates 10,000 min. to ALEC X bills BellSouth for 10,000 min.

X

ALEC X terminates 15,000 min. to

BellSouth

BellSouth bills ALEC X for 10,500 min.

(10.000 + 5%)

Case 2:

BellSouth terminates 15,000 min. to ALEC

ALEC X bills BellSouth for 10,500 min.

(10.000 + 5%)

ALEC X terminates 10,000 min. to

BellSouth

BellSouth bills ALEC X for 10,000 min.

Case 3:

BellSouth terminates zero min. to ALEC X ALEC X bills BellSouth zero

ALEC X terminates 10,000 min. to

BellSouth

BellSouth bills ALEC X zero

Case 4:

BellSouth terminates 10,000 min. to ALEC X bills BellSouth zero

Χ

ALEC X terminates zero min. to BellSouth

BellSouth bills ALEC X zero

Case 5:

BellSouth terminates 10,000 min. to ALEC X bills BellSouth for 10,000 min.

ALEC X terminates 10,200 min. to

BellSouth

BellSouth bills ALEC X for 10,200 min.

(difference is less than cap)

Case 6:

BellSouth terminates 10,200 min. to ALEC

ALEC X bills BellSouth for 10,200 min. (difference is less than cap)

ALEC X terminates 10,000 min. to BellSouth

BellSouth bills ALEC X for 10,000 min.

Case 7:

BellSouth and ALEC X both terminate 10,000 min. to each other

ALEC X and BellSouth both bill each other 10,000 min.

Local Interconnection Service

Service: Local Interconnection^e

Description: Provides for the use of BellSouth Switching and transport facilities and common subscriber plant for connecting calls between an ALEC's Point of Interface (POI) and a BellSouth end user.

It can also be used to connect calls between an ALEC and an Interexchange Carrier (IC), and Independent Exchange Telephone Company (ICO), or a Mobile Service Service Provider (MSP), or between two ALECs.

It is furnished on a per-trunk basis. Trunks are differentiated by traffic type and directionality. There are two major traffic types: (1) Local and (2) Intermediary. Local represents traffic from the ALEC's POI to a BellSouth tandem or end office and intermediary represents traffic originated or terminated by an ALEC which is interconnected with an IC, ICO, MSP or another ALEC.

Rates and charges will be applied as indicated below.

| State(s): | Alabama | | | | | | Florida | | | | | |
|-------------------------------|-----------|------------|----------|-----------|------------|------------|-----------|------------|----------|-----------|----------|------------|
| - CLUTCO(4)1 | Per | Applied | Monthly | Applied | Non- | Applied | Per | Applied | Monthly | Applied | Non- | Applied |
| RATE ELEMENTS | MOU | Per | Recur. | Per | Recur. | Per | MOU | Per | Recur. | Per | Recur. | Per |
| DS1 Local Channel | | | \$133.81 | LC | \$866.97 | LC - First | - | _ | \$133.81 | LC | - | LC - First |
| F | | | · | | \$486.83 | LC - Add'i | | | ł | | \$486.83 | LC - Add" |
| DS1 Dedicated Transport | l | _ | \$23,50 | per mile | - | _ | | | \$16.75 | per mile | _ | - |
| Do i Dedicated Transport | 1 | | \$90.00 | fac.term. | \$100.49 | fac. term. | _ | <u> </u> | \$59.75 | fac.term. | \$100.49 | fac. term. |
| DS1 Common Transport | \$0,00004 | per mile | _ | | _ | - | \$0.00004 | per mile | 1 - | - | - | - |
| Por occument transport | | fac. term. | _ | _ | _ | - | \$0.00036 | fac. term. | _ | - | - | - |
| Local Switching LS2 (FGD) | | access mou | _ | | _ | | \$0.00876 | access mou | - | | - | - |
| Tandem Switching | \$0.00074 | access mou | _ | | l – | - | \$0.00050 | access mou | i | 1 | - | - |
| Information Surcharge | \$0.03218 | 100 mou | _ | - | i – | - | _ | | 1 | - | - | - |
| Tandem Intermediary Charge** | | access mou | - | - | - | - | \$0.002 | access mou | - | - | ~- | - |
| Composite Rate-DS1 Dedicated | \$0.00978 | 1 | L | | <u> </u> | ! | \$0.01028 | · | <u> </u> | <u></u> | | 1 |
| Composite Rate-DS1 Tandem Sw. | \$0.00991 | | | | | | \$0.01056 | | | <i></i> | | |

| State(s): | Georgia | | | | | | Kentucky | | | | | |
|-------------------------------|------------|------------|----------|-----------|----------|------------|-----------|---------------|----------|-----------|----------|------------|
| | Рег | Applied | Monthly | Applied | Non- | Applied | Per | Applied | Monthly | Applied | Non- | Applied |
| RATE ELEMENTS | MOU | Per | Recur. | Per | Recur. | Per | MOU | Per | Recur. | Per | Recur. | Per |
| DS1 Local Channel | | _ | \$133.81 | LC | \$866.97 | LC - First | _ | 1 | \$133.81 | LC | \$866.97 | LC - First |
| | | | _ | _ | \$486.83 | LC - Add i | | | | - | \$486.83 | LC - Add'l |
| DS1 Dedicated Transport | | _ | \$23.50 | per mile | _ | - | _ | | \$23.50 | per mile | - | - |
| • | 1 | | \$90.00 | fac.term. | \$100.49 | fac. term. | | _ | \$90.00 | fac.term. | \$100.49 | fac, term. |
| DS1 Common Transport | \$0.00004 | per mile | _ | - | _ | 1 - 1 | \$0.00004 | per mile | _ | - | - | - |
| • | \$0.00036 | fac. term. | | - | - | : | \$0.00036 | fac. term. | - | _ | - | - |
| Local Switching LS2 (FGD) | \$0.00787 | access mou | | | - | - | \$0.00755 | access mou | - | | - | • – |
| Tandem Switching | \$0.00074 | access mou | _ | _ | | . – | \$0.00074 | access mou | _ | - | - | - |
| Information Surcharge | ! – | - | - | | | ! – | \$0.03218 | Prem/100 mou | - | - | | 1 - |
| Ţ | | | | | | | \$0.01448 | Trans/100 mou | į | | | İ |
| Tandem Intermediary Charge** | \$0.002 | access mou | - | - | - | - | \$0.002 | access mou | - | - | _ | - |
| Composite Rate-DS1 Dedicated | \$0.00978 | | 1 | 1 | 1 | J | \$0.00978 | | 1 | J | | |
| Composite Rate-DS1 Tandem Sw. | \$0.00991 | | | | | | \$0.00991 | | | | | |

[&]quot;Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff



^{**}The Tandem Intermediary Charge applies only to Intermediary Traffic.

⁻DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated. -DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving with center to the tandem.

⁻Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

⁻Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

⁻Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Local Interconnection Service

Service: Local Interconnection* (Cont'd)

| State(\$): | Louislana | | | | | | Mississipp | | | | | |
|-------------------------------|------------|----------------|-------------------|----------------|----------------|----------------|------------|----------------|-------------------|----------------|----------------|----------------|
| RATE ELEMENTS | Per MOU | Applied Per | Monthly Recur. | Applied Per | Non- Recur. | Applied Per | Per MOU | Applied Per | Monthly Recur. | Applied Per | Non- Recur. | Applied Per |
| | | | \$133.81 | | | LC - First | _ | _ | \$133.81 | LC | \$866.97 | LC - First |
| DS1 Local Channel | | - | \$100.01 | | • | LC - Add | | | | | \$486.83 | LC - Add's |
| DS1 Dedicated Transport | | _ | \$16.75 | per mile | | | | | \$23.50 | per mile | _ | – 1 |
| DS (Dedicated Transport | 1 | | | | | fac. term. | - | i - | \$90.00 | fac.term. | \$100.49 | fac. term. |
| DS1 Common Transport | \$0.00004 | per mile | _ | _ | - | | \$0.00004 | per mile | - | - | - | - |
| | | fac. term. | - | | | ì - 1 | \$0.00036 | fac. term. | - | - | - | - |
| Local Switching LS2 (FGD) | \$0.00869 | access mou | - | _ | - | - | | access mou | - | - | - | - |
| Tandem Switching | \$0.00050 | access mou | - | - | - | } <i>-</i> | \$0.00074 | access mou | ~ | - | _ | - |
| Information Surcharge | - | | _ | - | ! - | l <i>-</i> | - | | - | - | | |
| Tandem Intermediary Charge** | \$0.002 | access mou | i - | - | - | - | \$0.0G2 | access mou | - | - | - | - |
| Composite Rate-DS1 Dedicated | \$0.01021 | | | | | | \$0.00978 | | | <u> </u> | | |
| Composite Rate-DS1 Tandem Sw. | \$0,01049 | - | | | | | \$0.00991 | | | | | |

| State(s): | N.Carolina | | | | | | S.Carolina | | | | | |
|-------------------------------|------------|------------|--|----------|----------|------------|------------|------------|------------|-----------|----------|------------|
| | Per | Applied | Monthly | Applied | Non- | Applied | Per | Applied | Monthly | 1 * 2 | Non- | Applied |
| RATE ELEMENTS | MOU | Per | Recur. | Per_ | Recur. | Per | MOU | Per | Recur. | Per | Recur. | Per |
| DS1 Local Channel | | - | \$133.81 | LC | \$866.97 | LC - First | | - | \$133.81 | LC | \$866,97 | LC - First |
| | 1 | | | 1 | \$486.83 | LC - Add | | | ! - | 1 | \$486,83 | LC - Add'i |
| DS1 Dedicated Transport | | _ | \$23.50 | per mile | - | 1 : | - | - | \$23.50 | per mile | _ | |
| | 1 | ! | \$90.00 | fac.term | \$100.49 | fac. term. | | | \$90.00 | fac.term. | \$100.49 | fac. term. |
| DS1 Common Transport | \$0.00004 | per mile | - | - | | | \$0.00004 | per mile | - | - | | - 1 |
| ' | \$0.00036 | fac. term. | | | - | l – | \$0,00036 | fac. term. | | - 1 | - | - |
| Local Switching LS2 (FGD) | \$0.01140 | access mou | - | - | _ | | \$0.01095 | access mou | - | - | - | - |
| Tandem Switching | \$0.00074 | access mou | - | - | - | | \$0.00074 | access mou | - | 1 - 1 | - | - |
| Information Surcharge | _ | | - | l | - | | \$0.03741 | 100 mou | - | - | - | [-] |
| Tandem Intermediary Charge** | \$0.002 | access mou | - | - | - | ļ | \$0.002 | access mou | _ | - | - | |
| Composite Rate-DS1 Dedicated | \$0.01331 | · | <u>. </u> | | <u> </u> | | \$0.01323 | | <u> </u> | Į. | | <u> </u> |
| Composite Rate-DS1 Tandem Sw. | \$0.01344 | | | | | | \$0.01336 | | | | | |

| State(s): | Tennessee | <u></u> | | | | |
|-------------------------------|-----------|------------|---------------|-----------|------------|------------|
| | Per | Applied | Monthly | Applied | Non- | Applied |
| RATE ELEMENTS | MOU | Per | Recur. | Per | Recur. | Per |
| DS1 Local Channel | - | - | \$133,81 | LC | \$866.97 | LC - First |
| | 1 | | | ! | \$486.83 | LC - Add'I |
| DS1 Dedicated Transport | 1 - | | \$23.50 | per mile | l – | |
| · | 1 | | \$90,00 | fac.term. | \$100.49 | fac. term. |
| DS1 Common Transport | \$0,00004 | per mile | _ | _ | - | - |
| · | \$0.00036 | fac, term. | - | i – | - 1 | |
| Local Switching LS2 (FGD) | \$0.01750 | access mou | l | 1 – | l – | - : |
| Tandem Switching | \$0.00074 | access mou | - | l – | - | - |
| Information Surcharge | | _ | _ | - | - | - |
| Tandem Intermediary Charge** | \$0.002 | access mou | - | - | - | - |
| Composite Rate-DS1 Dedicated | \$0.01941 | | | | | |
| Composite Rate-DS1 Tandem Sw. | \$0.01954 | | | | | |

^{*}Rates are displayed at the DS1-1.544 Mbps, level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariff

^{**}The Tandem Intermediary Charge applies only to Intermediary Traffic.

⁻DS1 Local Channel: denotes a DS1 dedicated transport facility between the ALEC's serving wire center and the ALEC's POI, also called an Entrance Facility. This element will apply when associated with services ordered by an ALEC which utilizes a BellSouth facilities. This element is not required when an ALEC is collocated. -DS1 Dedicated Transport: provides transmission and facility termination. The facility termination applies for each DS1 Interoffice Channel terminated. Can be used from the ALEC's serving wire center to the end users end office or from the ALEC's serving with center to the tandem.

⁻Common Transport: Composed of Common Transport facilities as determined by BellSouth and permits the transmission of calls terminated by BellSouth.

Access Tandem Switching: provides function of switching traffic from or to the Access Tandem from or to the end office switch(es). The Access Tandem Switching charge is assessed on all terminating minutes of use switched at the access tandem.

⁻Compensation Credit (CAP): BellSouth and the ALECs will not be required to compensate each other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month.

Local Interconnection Service

Service: Toll Switched Access

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

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

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

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

State(s): All

Rates, Terms and Conditions:

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

Local Interconnection Service

Service: Service Provider Number Portability-Remote

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

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

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

| | | Additional Capacity for | |
|-------------|--------------------|-------------------------------|-----------------------|
| | Per Number Ported, | Simultaneous Call Forwarding, | Per Order, |
| State(s): | Each | per Additional Path | per end user location |
| | Monthly Rate | Monthly Rate | Nonrecurring Charge |
| Alabama | \$1.50 | \$0.75 | \$25.00 |
| Florida | \$1.50 Business | \$0.50 Business | \$25.00 Business |
| | \$1.25 Residence | · · | \$25.00 Residence |
| Georgia | \$1.75 | \$0.75 | \$25.00 |
| Kentucky | \$1.50 | \$0.75 | \$25.00 |
| Louisiana | \$1.50 | \$0.75 | \$25.00 |
| Mississippi | \$1.75 | \$0.75 | \$25.00 |
| N.Carolina | \$1.50 | \$0.75 | \$25.00 |
| S.Carolina | \$1.50 | \$0.75 | \$25.00 |
| Tennessee | \$1.75 | \$0.75 | \$25.00 |

Local Interconnection Service

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

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

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

SPNP-DID will be available on either a DSO, DS1 or DS3 basis.

SPNP-DID Trunk Termination will only be provided with SS7 Signaling at rates set forth in E6 of BellSouth Telecommunication's, Inc.'s Intrastate Access Tariffs.

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

Alabama Florida State(s): Monthly Applied Non-Applied Monthly Applied Non-Applied RATE ELEMENTS Recurring Per Per Per Recurring Recurring Рег Recurring Per Number Ported - Business \$0.01 each \$1,00 each \$0.01 each \$1.00 each \$0.01 each \$1.00 each \$0.01 each \$1.00 each Per Number Ported - Residence Per Order \$25.00 lend user \$25.00 end user location location \$170.00 trunk-init. SPNP-DID Trunk Termination \$13.00 trunk \$160.00 trunk-init. \$15.00 trunk \$86.00 trunk-sub. \$80.00 trunk-sub. \$866.97 LC - First \$866.97 LC - First DS1 Local Channel** \$133.81 LC \$133.81 LC \$486.83 LC - Add'l \$486.83 LC - Add'l DS1 Dedicated Transport** \$23.50 per mile \$16.75 per mile \$100.49 fac. term. \$90.00 fac. term. \$100,49 fac, term. \$59.75 fac. term

| State(s): | Georgia | | | | Kentucky | | | |
|-------------------------------|----------------------|----------------|-------------------|---------------------------|----------------------|----------------|-------------------|---------------------------|
| RATE ELEMENTS | Monthly Recurring | Applied Per | Non- Recurring | Applied Per | Monthly Recurring | Applied Per | Non- Recurring | Applied Per |
| Per Number Ported - Business | \$0.01 | each | \$1.00 | each | \$0.01 | each | \$1.00 | each |
| Per Number Ported - Residence | \$0.01 | each | \$1,00 | each | \$0.01 | each | \$1.00 | each |
| Per Order | _ | _ | \$25.00 | end user | _ | | \$25.00 | end user |
| | _ | | | location | - | _ | | location |
| SPNP-DID Trunk Termination | \$14.00 | trunk | | trunk-init. trunk-sub. | \$13,00 | trunk | | trunk-init. trunk-sub. |
| DS1 Local Channel** | \$133.81 | LC | \$866.97 | LC - First | \$133.81 | LC | \$866.97 | LC - First |
| | | | \$486.83 | LC - Add'i | | | \$486.83 | LC - Add'i |
| DS1 Dedicated Transport** | \$23.50 | per mile | | _ | \$23.50 | per mile | - | - |
| | \$90.00 | fac. term. | \$100.49 | fac. term. | \$90.00 | fac. term. | \$100.49 | fac. term. |

^{*} Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth's Intrastate Access Tariffs

^{**}May not be required if the ALEC is collocated at the ported number end office.

Local Interconnection Service

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

Mississippi Louisiana State(s): Non-Applied Monthly Applied Applied Non-Applied Monthly Recurring Per Per Recurring Recurring Recurring Per RATE ELEMENTS \$1.00 each \$0.01 each Per Number Ported - Business \$0.01 each \$1.00 each \$1.00 each \$1.00 each \$0.01 each \$0.01 each Per Number Ported - Residence \$25.00 end user \$25.00 end user Per Order location location \$170,00 trunk-init. \$13.00 trunk \$150.00 trunk-init. \$13.00 trunk SPNP-DID Trunk Termination \$80.00 trunk-sub. \$86.00 trunk-sub. \$866.97 LC - First \$486.83 LC - Add'l \$133.81 LC \$866.97 LC - First DS1 Local Channel** \$133.81 LC \$486.83 LC - Add'I \$23.50 per mile \$16.75 per mile DS1 Dedicated Transport** \$59.75 fac. term \$100.49 fac. term. \$90,00 fac. term. \$100.49 fac. term.

| State(s): | N.Carolina | | | | S.Carolina_ | | | |
|-------------------------------|----------------------|------------------------|-------------------|-------------------------------|----------------------|------------------------|-------------------|----------------------------|
| RATE ELEMENTS | Monthly Recurring | Applied Per | Non- Recurring | Applied Per | Monthly Recurring | Applied Per | Non- Recurring | Applied Per |
| Per Number Ported - Business | \$0.01 | each | \$1.00 | each | \$0.01 | each | \$1.00 | each |
| Per Number Ported - Residence | \$0.01 | each | \$1.00 | each | \$0.01 | each | \$1.00 | each |
| Per Order | - | _ | \$25.00 | end user | - | - | \$25.00 | end user |
| | - | - | - | location | - | _ | | location |
| SPNP-DID Trunk Termination | \$13.00 | trunk | i i | trunk-init. trunk-sub. | \$13.00 | trunk | | trunk-init. itrunk-sub. |
| DS1 Local Channel** | \$133.81 | rc | \$866.97 | LC - First | \$133.81 | LC | \$866.97 | LC - First |
| DS1 Dedicated Transport** | | per mile fac. term. | _ | LC - Add'l - fac. term. | | per mile fac. term. | <u>'</u> - | fac. term. |

| State(s): | Tennessee | | | |
|-------------------------------|----------------------|----------------|-------------------|---------------------------|
| RATE ELEMENTS | Monthly Recurring | Applied Per | Non- Recurring | Applied Per |
| Per Number Ported - Business | \$0.01 | each | \$1.00 | each |
| Per Number Ported - Residence | \$0.01 | each | \$1.00 | each |
| Per Order | _ | - | , | end user |
| | - | - | - | location |
| SPNP-DID Trunk Termination | \$13.00 | trunk | *** | trunk-init. trunk-sub. |
| DS1 Local Channel** | \$133.81 | rc | \$866.97 | LC - First |
| DS1 Dedicated Transport** | \$23.50 | per mile | \$486.83 — | LC - Add'i |
| | \$90.00 | fac. term. | \$100.49 | fac. term. |

^{*}Rates are displayed at the DS1-1.544 Mbps. level. For rates and charges applicable to other arrangement levels, refer to Section E6 of BellSouth Telecommunication's Inc.'s Intrastate Access Tariff.

^{**}May not be required if the ALEC is collocated at the ported number end office.

Unbundled Products and Services and New Services

Service: Subscriber Listing Information

Description: Subscriber primary listing information provided at no charge and

in an acceptable format will be published at no charge as standard directory listings in an alphabetical directory published by or for

BellSouth at no charge to each ALEC end user customer.

State(s): All

Rates: (1) No charge for ALEC-1 customer primary listings.

(2) Additional listings and optional listings may be provided by BellSouth at rates set forth in BellSouth's intrastate

General Subscriber Services Tariffs.

| EXHIB | Т | - |
|--------------|----|------|
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ALPHABETICAL DIRECTORY SIDE AGREEMENT

- CARRIER agrees to provide to BellSouth Advertising & Publishing Corporation ("BAPCO"), through BST, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of: customer, name, address, telephone number and all other information reasonably requested by BAPCO for BAPCO's use in publishing directories of whatever type and format and for other derivative purposes. Such information shall be provided on a schedule and in a format reasonably acceptable to BAPCO. CARRIER shall advise BAPCO promptly regarding any directory-related inquiries, requests or complaints-which it shall receive from CARRIER's subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same. CARRIER shall respond promptly regarding corrections or queries raised by BAPCO and to process listing changes requested by subscribers.
- II. BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. BAPCO shall also include one standard listing for each CARRIER business subscriber per hunting group in an appropriate heading as selected by the subscriber in BAPCO's appropriate local classified directory as published periodically by BAPCO unless nonlisted or nonpublish status is designated by subscriber. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall deliver such local alphabetical and classified directory to CARRIER's subscribers according to BAPCO's generally applicable policies and standards.
- III. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its directories.
- IV. Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than the cost of service for any errors or

omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- V. BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for any error or omission in any subscriber listing in any directory published by BAPCO.
- VI. This Side Agreement shall be subject to the term and cancellation provisions of the agreement to which it is appended ("the Agreement"), except that BAPCO shall have the right to terminate this Side Agreement upon sixty days prior written notice given at any time following the initial term of the Agreement.
- VII. A separate Agreement may be entered into between BAPCO and CARRIER concerning Yellow Pages, or classified directories, directory delivery, CallGuide pages, and other directory related issues.

| BAPCO: | CARRIER: |
|--------|----------|
| BY: | BY: |
| NAME: | NAME: |
| TITLE: | TITLE: |
| DATE: | DATE: |

AGREEMENT

| | In consideration of the mutual promises contained herein, BellSouth Advertising |
|-----|---|
| & | Publishing Corporation, a Georgia corporation ("BAPCO") and |
| a _ | corporation ("CARRIER") agree as follows: |

1. <u>RECITALS</u>. BAPCO is the publisher of alphabetical and classified directories for certain communities in the southeastern region of the U.S (the "Directories"). CARRIER provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and CARRIER hereby establish the terms by which BAPCO will include listings of CARRIER subscribers in such Directories and by which BAPCO will provide such Directories to CARRIER subscribers.

2. <u>CARRIER OBLIGATIONS</u>. CARRIER agrees as follows:

- (a) CARRIER shall provide to BAPCO, or its designee, at CARRIER's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A for BAPCO's use in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the parties from time to time.
- (b) CARRIER shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.
- (c) CARRIER shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from CARRIER subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.
- (d) CARRIER shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. BAPCO OBLIGATIONS. BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each CARRIER subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards.

- (b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings of CARRIER subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories at BAPCO's prevailing rates, terms and conditions.
- (c) BAPCO will distribute its regularly published alphabetical and classified Directories to local CARRIER subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new CARRIER service, if a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.
- (d) BAPCO will include CARRIER information in the customer guide pages of its alphabetical Directories for communities where CARRIER provides local exchange telephone service at the time of publication in accordance with BAPCO's prevailing standards for the same. CARRIER will provide information requested by BAPCO for such purpose on a timely basis.
- (e) BAPCO shall make available at no charge to CARRIER or its subscribers one listing for CARRIER business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.
- (f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for CARRIER in communities for which BAPCO publishes classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not CARRIER subscribers.
- 4. <u>PUBLISHING POLICIES</u>. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories.

LIABILITY AND INDEMNITY.

- (a) BAPCO's liability to CARRIER for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.
- (b) Each party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such party's relative fault, arising-out of or resulting from any error, omission or act of such party hereunder. CARRIER agrees to limit its liability and that of BAPCO by contract with CARRIER's subscribers or by tariff to no more than

the cost of service for any errors or omissions in any listings published hereunder for CARRIER subscribers. Each party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified party may at its expense undertake its own defense in any such claim or suit.

- 6. <u>TERM</u>. This Agreement shall be effective on the date of the last signature hereto for a term of two (2) years and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either party upon sixty days prior written notice.
- 7. <u>ASSIGNMENT</u>. This Agreement shall be binding upon any successors or assigns of the parties during its Term.
- 8. <u>RELATIONSHIP OF THE PARTIES</u>. This Agreement does not create any joint venture, partnership or employment relationship between the parties or their employees, and the relationship between the parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.

NONDISCLOSURE.

- (a) During the term of this Agreement it may be necessary for the parties to provide each other with certain information ("Information") considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time or such oral conveyance and shall be reduced to writing within forty-five (45) days.
- (b) The parties will not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.
- (c) Each party will make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each party agrees to use the Information solely in support of this Agreement and for no other purpose.
- 10. <u>FORCE MAJEURE</u>. Neither party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike,

riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.

11. <u>PUBLICITY</u>. Neither party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.

12. REPRESENTATIVES AND NOTICES.

- (a) Each party shall name one or more representatives for contacts between the parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other party.
- (b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the parties with copies to:

| If to BAPCO: | |
|----------------|---|
| | Director-LEC/BST Interface |
| | BellSouth Advertising & Publishing Corporation Room 270 |
| | 59 Executive Park South |
| • | Atlanta, GA 30329 |
| With Copy to: | |
| • • | Associate General Counsel |
| | BellSouth Advertising & Publishing Corporation |
| | Room 430 59 Executive Park South |
| | Atlanta, GA 30329 |
| If to CARRIER: | |
| | |
| | |
| | |
| | |

13. <u>MISCELLANEOUS</u>. This Agreement represents the entire Agreement between the parties with respect to the subject matter hereof and supersedes any previous oral or

written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the dates set forth below.

| BELLSOUTH ADVERTISING & PUBLISHING CORPORATION | CARRIER: | | |
|--|----------|--|--|
| By: | Ву: | | |
| Title: | Title: | | |
| Date: | Date: | | |

EXHIBIT A

- CARRIER Listing Information, Format, Schedule for Provision
- CARRIER Delivery Information, Format, Schedule for Provision

Unbundled Products and Services and New Services

Service: Access to Numbers

Description: For that period of time in which BellSouth serves as North American

Numbering Plan administrator for the states in the BellSouth region, BellSouth will assist ALECs applying for NXX codes for their use in

providing local exchange services.

State(s): All

Rates: No Charge

Unbundled Products and Services and New Services

Service: Access to 911 Service

Description: Provides a universal, easy-to-remember number which is recognized

nationally as the appropriate number to call in an emergency.

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

State(s): All

Rates: Will be billed to appropriate municipality.

Unbundled Products and Services and New Services

Service: 800 Database

Description: Provides for utilization of the BellSouth 800 Service Control

Points for obtaining 800 Service routing information.

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

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

State(s): All

Rates, Terms and Conditions:

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

Unbundled Products and Services and New Services

Service: Line Information Database (LIDB)- Storage Agreement

Description: The LIDB Storage Agreement provides the terms and

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

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

State(s): All

Rates: No Charge

LINE INFORMATION DATA BASE (LIDB) STORAGE AGREEMENT FOR RESOLD LOCAL EXCHANGE LINES OR SERVICE PROVIDER NUMBER PORTABILITY ARRANGEMENTS

| This agreement, effective as of | , 1996, is entered into by and |
|---|--------------------------------------|
| between BellSouth Telecommunications, Inc. ("BST"), a (| Georgia corporation, and |
| | ("Local Exchange Company"). |
| WHEREAS, in consideration of the mutual covena | ants, agreements and obligations set |
| forth below, the parties hereby agree as follows: | |

I. SCOPE

This Agreement sets forth the terms and conditions for inclusion in BST's Line

Information Data Base (LIDB) of billing number information associated with BST exchange

lines used for Local Exchange Company's resale of local exchange service or Service Provider

Number Portability (SPNP) arrangements requested by Local Exchange Company on behalf of

Local Exchange Company's end user. BST will store in its data base the relevant billing number

information, and BST will provide responses to on-line, call-by-call queries to this information

for purposes specified below.

LIDB is accessed for:

- Billed Number Screening
- Calling Card Validation for Calling Cards issued by BellSouth
- Fraud Control

II. DEFINITIONS

- 2.01. Billing number a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- 2.02. Line number a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- 2.03 Special billing number a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.
- 2.04. Calling Card number a billing number plus PIN number assigned by BST.
- 2.05 PIN number a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- 2.06. Toll billing exception indicator associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- 2.07. Billed Number Screening refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- 2.08. Calling Card Validation refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- 2.09. Billing number information information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.



III. RESPONSIBILITIES OF PARTIES

- 3.01. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- 3.02. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.
- 3.03. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.
- 3.04. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

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- (a) Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.
- number as one which should not be billed for collect or third number calls, or both.

 3.05. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.
- 3.06. Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users.

Additionally, Local Exchange Company understands that presently BST has no method to

differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

- (a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.
- (c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from Local Exchange Company's end users.
- (d) BST shall not become involved in any disputes between Local Exchange

 Company and the entities for which BST performs billing and collection. BellSouth will not

 issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Agreement shall be used for no purposes other than those set forth in this Agreement.

V. TERMS

This Agreement will be effective as of ________, 1996, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

VI. FEES FOR SERVICE AND TAXES

- 6.01. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.
- 6.02. Sales, use and all other taxes (excluding taxes on BST's income) determine by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

VII. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of

negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

VIII. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

IX. MISCELLANEOUS

- 9.01. It is understood and agreed to by the parties that BST may provide similar services to other companies.
- 9.02. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.
- 9.03. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.
- 9.04. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.

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- 9.05. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- 9.06. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- 9.07. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

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Unbundled Products and Services and New Services

Service: Line Information Database Access Service (LIDB) - Validation

Description: Provides a customer the ability to receive validation of billing

information through query of data stored in BellSouth's LIDB data base.

See below for additional information.

State(s): All

| Rate Elements | Description | Monthly | Non- Recurring |
|---|--|-----------|-------------------|
| LIDB Common Transport | Provides for transport of the customer's query from the LIDB Location (RSTP) to the data base (SCP). This charge will apply each time the customer requests and receives validation of a BellSouth calling card or requests and receives the status of a billed number associated with a LEC line stored in the BellSouth LIDB. | \$0.00030 | _ |
| LIDB Validation | Provides for query of data resident in BellSouth's LIDB. This rate will apply each time a customer requests and receives validation of LEC calling card or requests and receives the status of a billed number associated with a LEC line stored in BellSouth's LIDB. | \$0.03800 | _ |
| | As set forth in Attachment C-5 (LIDB Storage Agreement), preceding, each time an ALEC data is used, BellSouth will compensate that ALEC at a rate of 40% of BellSouth's LID Validation rate per query. | 3 | |
| Originating Point Code Establishment or Change | Provides for the establishment or change of a customer requested Originating Point Code. This charge will apply each time the customer establishes or changes a point code destination identifying one of his locations or a location of one of his end users. | _ | \$91.00 |
| CCS7 Signaling Connections | Rates, terms and conditions for CCS7 Signaling Connections are as set forth in Section E6.8 of BellSouth Telecommunication's Inc.'s Intrastate Access Services Tariff. | | |

Unbundled Products and Services and New Services

Service: Signaling

Description: Provides for connection to and utilization of BellSouth's

Signaling System 7 network for both call setup and non-call

setup purposes.

State(s): All

| Rate Elements | Monthly Rate | Recurring Rate | Non- Recurring | Applied Per |
|--|-----------------|--------------------------|-------------------|-------------------------------|
| CCS7 Signaling Connection - Provides a two-way digital 56 Kbps dedicated facility connecting a customer's signaling point of interface in a LATA to a BellSouth STP. Each customer's connection requires either a pair or a quad of signaling connections. | \$155.00 | - | \$510.00 | 56 Kpbs facility |
| CCS7 Signaling Termination - Provides a customer dedicated point of interface at the BellSouth STP for each of the customer's SS7 connections. | \$355.00 | - | - | STP Port |
| CCS7 Signaling Usage* - Refers to the messages traversing the BellSouth signaling network for call set-up and non call set-up purposes. | | \$0.000023 \$0.000050 | ł | Call Set Up Msg. TCAP Msg. |
| CCS7 Signaling Usage Surrogate* | \$395.00 | - | _ | 56 Kpbs facility |

Where signaling usage measurement and billing capability exists, CCS7 Signaling Usage will be billed on a per message basis. Where measurement capability does not exist, CCS7 Signaling Usage Surrogate will be billed on a per 56 Kbps facility basis.

Unbundled Products and Services and New Services

Service: Operator Call Processing Access Service

Description: Provides Operator and Automated call handling. This includes

processing and verification of alternate billing information for collect, calling card, and billing to a third number. Operator Call Processing Access Service also provides customized call branding; dialing instructions; and other operator assistance

the customer may desire.

| | | Monthly | |
|--|---------------|---------------------|------------------|
| Rate Elements | State(s) | Recurring | Applied Per |
| Operator Provided Call Handling | All | \$1.17 | Per Work Minute |
| Call Completion Access Termination Charge | Alabama | \$0.06 | Per Call Attempt |
| This charge will be applicable per call attempt | Florida | \$0.06 | Per Call Attempt |
| and is in addition to the Operator Provided | Georgia | \$0.06 | Per Call Attempt |
| Call Handling charge listed above. | Kentucky | \$0.06 | Per Call Attempt |
| | Louisiana | \$0.06 | Per Call Attempt |
| | Mississippi | \$0.06 | Per Call Attempt |
| 1 | N.Carolina | \$0.08 | Per Call Attempt |
| | S.Carolina | \$0.08 | Per Call Attempt |
| | Tennessee | \$0.12 | Per Call Attempt |
| Fully Automated Call Handling | All | \$0.15 | Per Attempt |
| Operator Services Transport | | | |
| Operator Services transport rates, terms and con | | et forth in E6 of E | ellSouth |
| Telecommunication's, Inc.'s Intrastate Access Se | rvice Tariff. | | |
| | | | |
| | | | |

Unbundled Products and Services and New Services

Service: Directory Assistance Access Service (Number Services)

Description: See below

| Rate Elements | Description | State(s) | Monthly Rate |
|-----------------------------|---|--------------|--------------------------|
| Directory Assistance Call | Optional service provided to an Access subscriber of BellSouth's | All | \$0.25 |
| Completion Access Service | DA Access Service. | | (per call attempt |
| | Given a listed telephone number at the request of an Access | | |
| | subscriber's end user, BellSouth will provide or attempt to provide | | 1 |
| | from the DA Operator System, call completion to the number | | |
| | requested. | | |
| | All local and intralata call completion attempts are routed over an | | |
| | intertall trunk facility directly to the terminating end office that serves | - | 1 |
| | the designated number. An Automatic Message Account (AMA) | • | 1 |
| | record that includes conversation time, originating, terminating, and | į | |
| | billing number details is made for each call completion attempt. This | 1 | |
| | record is in addition to the record made for the DA transaction. | | |
| Call Completion Access | This charge will be applicable per call attempt and is in | Alabama | \$0.06 |
| Termination Charge | addition to the DACC Access Service charge listed above. | Florida | \$0.06 |
| | | Georgia | \$0.08 |
| | | Kentucky | •\$0.06 |
| | | Louisiana | \$0.06 |
| | | Mississippi | \$0.06 |
| | | N.Carolina | \$0.08 |
| | | S.Carolina | \$0.08 |
| | | Tennessee | \$0.12 |
| Number Services Intercept | Number Services Intercept Access refers calls from disconnected | All | \$0.30 |
| Access Service | numbers to the proper number or numbers. | 1 | (per intercept query) |
| | A separate dedicated intercept trunk facility to the Number Services | 1 | , , , , , |
| | switch for intercept calls is required. Standard trunk signaling is | | |
| | used to send the intercepted number to the Number Services switch | j | • |
| | and a database hook-up is performed to retrieve the referral number. | | |
| | The referral number is provided to the calling party by a mechanized | | , |
| | audio announcement. The subscribing Access customer must | | |
| | provide the updates to the intercept database to support the service. | | |
| Directory Assistance | Rates, terms and conditions will be applied as set forth in E9.1.7 for | 1 | |
| Service Call | Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of | | |
| | BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff. | | |
| Directory Transport | Rates, terms and conditions will be applied as set forth in E9.1.7 for | | |
| | Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of | | |
| | BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff. | Í | |
| Directory Assistance | Rates, terms and conditions will be applied as set forth in E9.1.7 for | • | |
| Interconnection | Georgia and as set forth in E9.5.3 for AL,FL,KY,LA,MS,NC,SC,TN of | | |
| | BellSouth Telecommunication's Inc.'s Intrastate Access Service Tariff. | | |
| Directory Assistance | Rates, terms and conditions will be applied as set forth in A38.1 of | | • |
| Database Service | BellSouth Telecommunication's Inc.'s General Subscriber Service Tarif | f. | ; |
| Direct Access to DA Service | Rates, terms and conditions will be applied as set forth in Section 9.3 of | | |
| | BellSouth Telecommunication's, Inc.'s Interstate Access Service Tariff | F.C.C. No.1. | 1 |

Unbundled Products and Services and New Services

Service: Busy Line Verification and Emergency Interrupt

Description: BellSouth will provide Inward Operator Service for Busy Line

Verification and Verification and Emergency Interrupt.

State(s): All

Rates, Terms and Conditions: In all states, rates, terms and conditions will be

applied as set forth in Section E18 of BellSouth Telecommunication's, Inc.'s Intrastate Access

Service Tariff.

Unbundled Products and Services and New Services

Service: Centralized Message Distribution System - Hosting (CMDS-Hosting)

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

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

State(s): All

| Rate Elements | Description | Monthly |
|----------------------|---|---------|
| Message Distribution | Message Distribution is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate. This charge is applied on a per message basis. | \$0.004 |
| Data Transmission | This charge is applied on a per message basis. | \$0.001 |
| | | |

Unbundled Products and Services and New Services

Service: Non-Sent Paid Report System (NSPRS)

Description: NSPRS includes: 1) a mechanized report system that

provides to the BellSouth CMDS hosted companies within the BellSouth Region information regarding Non-Sent Paid message and revenue occurring on calls originated and and billed within the BellSouth region; 2) distribution of Bellcore produced Credit Card and Third Number System (CATS) reports and administration of associated elements; 3) distribution of Bellcore produced non-conterminous CATS reports and administration of associated settlements.

State(s): All

| Rate Elements | Billing and Collections Fee Retained by Billing Co. | Applied Per | |
|---|---|----------------|--|
| NSPRS - intrastate FL and NC | \$0.066 | message | |
| NSPRS - intrastate all other BellSouth states | \$0.05 | message | |
| NSPRS - CATS | \$0.05 | message | |
| NSPRS - non-conterminous | \$0.16 | message | |
| | | | |
| | | | |

Attachment D

Contract Provisions for RAO Hosting and NSPRS

SECTION 1. SCOPE OF AGREEMENT

1.01 This Agreement shall apply to the services of Revenue Accounting Office (RAO) Hosting and the Non-Sent Paid Report System (NSPRS) as provided by BellSouth to the ALEC. The terms and conditions for the provisions of these services are outlined in the Exhibits to this Agreement.

SECTION 2. DEFINITIONS

- 2.01 A. <u>Centralized Message Distribution System</u> is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.
 - B. <u>Compensation</u> is the amount of money due from BellSouth to the ALEC or from the ALEC to BellSouth for services and/or facilities provided under this Agreement.
 - C. Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.
 - D. 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. ICS within the BellSouth region includes third number, credit card and collect calls.
 - E. <u>Message Distribution</u> is routing determination and subsequent delivery of message data from one company to another. Also included is the interface function with CMDS, where appropriate.
 - F. Non-Sent Paid Report System (NSPRS) is the system that calculates ICS amounts due from one company to another in the state of Florida.

G. 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.

SECTION 3. RESPONSIBILITIES OF THE PARTIES

- 3.01 RAO Hosting and NSPRS services provided to the ALEC by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
- 3.02 The ALEC shall furnish all relevant information required by BellSouth for the provision of RAO Hosting and NSPRS.

SECTION 4. COMPENSATION ARRANGEMENTS

4.01 Applicable compensation amounts will be billed by BellSouth to the ALEC 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.

SECTION 5. ASSOCIATED EXHIBITS

5.01 Listed below are the exhibits associated with this Agreement.

Exhibit A Message Distribution Service (RAO Hosting)

Exhibit B Intercompany Settlements (NSPRS)

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

SECTION 6. TERM OF AGREEMENT

| 6.01 | in writing fr | ment is effective and will nated, with or without cause, by thirty (30) or rom either party to the other. This Agreement of time to time upon written agreement of the complete complete the complete compl | ent may be |
|-------|---------------|---|------------------|
| Execu | uted this | day of | , 19 96 . |
| WITN | ESS: | THE ALEC | |
| | | (title) | |
| WITN | iess: | BELLSOUTH TELECOM | MUNICATIONS,INC |
| | | (title) | |

SECTION 1. SCOPE OF EXHIBIT

- 1.01 This exhibit specifies the terms and conditions, including compensation, under which BellSouth shall provide message distribution service to the ALEC. As described herein, message distribution service includes the following:
 - 1) Message Forwarding to Intraregion LEC/ALEC function of receiving an ALEC message and forwarding the message to another LEC/ALEC in the BellSouth region.
 - 2) Message Forwarding to CMDS function of receiving an ALEC message and forwarding that message on to CMDS.
 - 3) Message Forwarding from CMDS function of receiving a message from CMDS and forwarding that message to the ALEC.

SECTION 2. RESPONSIBILITIES OF THE PARTIES.

- 2.01 An ALEC that is CMDS hosted by BellSouth 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 the ALEC 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 the ALEC and will coordinate all associated conversion activities.
- 2.02 BellSouth will receive messages from the ALEC that are to be processed by BellSouth, another LEC/ALEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.03 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 the ALEC.
- 2.04 All data received from the ALEC that is to be processed or billed by another LEC/ALEC within the BellSouth region will be distributed to that LEC/ALEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC/ALEC.

- 2.05 All data received from the ALEC 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).
- 2.06 BellSouth will receive messages from the CMDS network that are destined to be processed by the ALEC and will forward them to the ALEC on a daily basis.
- 2.07 Transmission of message data between BellSouth and the ALEC will be via electronic data transmission.
- 2.08 All messages and related data exchanged between BellSouth and the ALEC 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.
- 2.09 The ALEC 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.
- 2.10 Should it become necessary for the ALEC to send data to BellSouth more than sixty (60) days past the message date(s), that ALEC 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 the ALEC to notify all affected parties.
- In the event that data to be exchanged between the two parties should 2.11 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 the ALEC) identified and agreed to, the company responsible for creating the data (BellSouth or the ALEC) 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.

- 2.12 Should an error be detected by the EMR format edits performed by BellSouth on data received from the ALEC, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify the ALEC of the error condition. The ALEC 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, the ALEC will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.13 In association with message distribution service, BellSouth will provide the ALEC with associated intercompany settlements reports (national and regional) as appropriate.
- 2.14 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.

SECTION 3. COMPENSATION

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

Rate Per Message \$0.004

3.02 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message \$0.001

- 3.03 Data circuits (private line or dial-up) will be required between BellSouth and the ALEC for the purpose of data transmission. Where a dedicated line is required, the ALEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The ALEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the ALEC. Additionally, all message toll charges associated with the use of the dial circuit by the ALEC will be the responsibility of the ALEC. Associated equipment on the BellSouth end, including a modern, will be negotiated on a case by case basis between the parties.
- 3.04 All equipment, including moderns and software, that is required on the ALEC end for the purpose of data transmission will be the responsibility of the ALEC.

Exhibit 8

SECTION 1. SCOPE OF EXHIBIT

1.01 This Exhibit specifies the terms and conditions, including compensation, under which BellSouth and the ALEC will compensate each other for Intercompany Settlements (ICS) messages.

SECTION 2. RESPONSIBILITIES OF THE PARTIES

- 2.01 BellSouth will remit to the ALEC the revenue, less a billing charge, for IntraLATA ICS messages, Local ICS messages, and charges for other services when related messages and/or services are provided by the ALEC and billed to:
 - 1) a BellSouth customer,
 - another company within the BellSouth region (excluding Florida)
 associated with the exchange of message data with BellSouth
 (excluding CIID and 891 messages),
 - another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS) administered by BellCore.
 - another company utilizing the non-conterminous RAO codes associated with AT&T's Transport and Tracking Intercompany System settlements with BellSouth.
- 2.02 These other services include, but are not limited to:
 - 1) Maritime Mobile Radiotelephone Services radio link charges as set forth in the FCC's Maritime Mobile Radiotelephone Services tariff.
 - 2) Aviation Radiotelephone Service radio link charges as set forth in the FCC's Aviation Radiotelephone Service tariff.
 - 3) Public Land Mobile Radiotelephone Transient-Unit Non-Toll Service changes as approved by the authorized state regulatory commission (or municipal regulatory authority).

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- 4) Non-Toll Service Charges billed to a calling card or to a third number as filed with and approved by the authorized state regulatory commission (or municipal regulatory authority).
- 5) Directory Assistance Call Charges to a calling card or to a third number as approved by the authorized regulatory commission.
- 2.03 The ALEC will bill, collect and remit to BellSouth the charges for intraLATA and/or local ICS messages and other services as described above where such messages and/or services are provided by:
 - 1) BeilSouth,
 - another company within the BellSouth region (excluding Florida)
 associated with the exchange of message data with BellSouth
 (excluding CIID and 891 messages).
 - another company within the conterminous United States that utilizes CMDS directly or indirectly and settles with BellSouth directly or indirectly through the Credit Card and Third Number Settlement System (CATS).
- 2.04 For ICS revenues involving the ALEC and other non-BellSouth LECs/ALECs within the state, BellSouth will provide the ALEC with monthly reports summarizing the ICS revenues for messages that originated with the ALEC and were billed by each of the other Florida LECs/ALECs and those messages that originated with each of the other Florida LECs/ALECs and were billed by the ALEC.

SECTION 3. COMPENSATION

3.01 The following compensation shall be retained by the billing company for the billing of ICS messages and services:

| | | Rate Per message |
|----|--|------------------|
| 1) | Calls originated and billed in Florida or originated and billed in North Carolina | \$0.0666 |
| | Calls originated in any of the states within BellSouth region and billed in that same state | \$0.05 |
| 2) | Calls originated in a state within BellSouth's region and billed in another state or originated in another state and billed in a state within BellSouth's region | \$0.05 |
| 3) | Calls originated in a state within BellSouth's region and billed outside the conterminous United States | \$0.16 . |

Unbundled Products and Services and New Services

Service: Virtual Collocation

Description: Virtual Expanded Interconnection Service (VEIS) provides for

location interconnection in collocator-provided/BellSouth leased fiber optic facilities to BellSouth's switched and special access services, and local interconnection facilities.

State(s): All

Rates, Terms and Conditions: In all states, the rates, terms and conditions

will be applied as set forth in Section 20 of BellSouth Telecommunication's Inc.'s Interstate

Access Service Tariff, F.C.C. No. 1.

Service: Physical Collocation

Description: Per FCC - (10/19/92 FCC Order, para 39)

Physical Collocation is whereby "the interconnection party pays for LEC central office space in which to locate the equipment necessary to terminate its transmission links, and has physical access to the LEC central office to install, maintain,

and repair this equipment."

State(s): All

Rates, Terms and Conditions: To be negotiated

Unbundled Products and Services and New Services

Service: Poles, Ducts, Conduits and Rights of Way

State(s): All

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

License Agreement.

Unbundled Products and Services and New Services

Service: Unbundled Exchange Access Loop

Description:

Provides the connection from the serving central office to a subscriber's premises and is is rated on a distance sensitive basis. It is engineered to meet the same parameters as a residence or business exchange access line.

Information relative to multiplexing of the Unbundled Exchange Access Loop is described in Attachment C-16 following.

| State(s): | Alabama | | | Florida | | | Georgia | | |
|--------------------|---------|--------------|---------|---------|--------------|---------|---------|----------------|---------|
| | Monthly | Nonrecurring | Charges | Monthly | Nonrecurring | Charges | Monthly | Nonrecurring (| Charges |
| Rate Elements | | First | Add'! | | First | Add'I | | First | Add'i |
| Unbundled Exchange | | | | | | | | } | |
| Access Loop | \$25.00 | \$68.00 | \$24.00 | \$21.15 | \$71.00 | \$25.00 | \$25.00 | \$71.00 | \$25,00 |
| Unbundled Exchange | ľ | | | | | | | | |
| Access IOC | | 1 | | | | | | 1 | |
| - Fixed | \$30.00 | \$97.00 | N/A | \$28.50 | \$87.00 | N/A | \$32.00 | \$105.00 | N/A |
| - 1 - 8 Miles | \$2,05 | N/A | N/A | \$1.65 | N/A | N/A | \$2.05 | N/A | N/A |
| - 9 - 25 Miles | \$2,00 | N/A | N/A | \$1.60 | N/A | N/A | \$2.00 | N/A | N/A |
| - Over 25 Miles | \$1.95 | N/A | N/A | \$1.55 | N/A | N/A | \$1.95 | N/A | N/A |
| | | | | | | | | <u> </u> | |

| State(s): | Kentucky | | | Louisiana | | | Mississippi _ | | |
|--------------------|----------|--------------|---------|-----------|--------------|---------|---------------|--------------|---------|
| | Monthly | Nonrecurring | Charges | Monthly | Nonrecurring | Charges | Monthly | Nonrecurring | Charges |
| Rate Elements | <u> </u> | First | Add'I | | First | Add'l | | First | Add'l |
| Unbundled Exchange | Î | | | | | | | 1 | |
| Access Loop | \$25.00 | \$68.00 | \$24.00 | \$18.50 | \$73.00 | \$26.00 | \$25.00 | \$69.00 | \$24.00 |
| Unbundled Exchange | | | | | | | | | |
| Access (OC | | 1 1 | | | 1 . | į | | | |
| - Fixed | \$30,00 | \$93.00 | N/A | \$30.00 | \$100.00 | N/A | \$30.00 | \$96.00 | |
| - 1 - 8 Miles | \$2.05 | N/A | N/A | \$2.05 | N/A | N/A | \$2.05 | N/A | N/A |
| - 9 - 25 Miles | \$2.00 | N/A | N/A | \$2.00 | N/A | N/A | \$2,00 | N/A | N/A |
| - Over 25 Miles | \$1.95 | N/A | N/A | | 1 | N/A | \$1.95 | | N/A |
| | | ì | | | 1 | | | | |

| State(s): | N.Carolina | | | S.Carolina | | | Tennessee | | |
|----------------------------------|------------|-----------------------|--------------------|------------|-----------------------|--------------------|-----------|-----------------------|------------------|
| Rate Elements | Monthly | Nonrecurring First | g Charges Add'i | | Nonrecurring First | g Charges Add'I | Monthly | Nonrecurring First | Charges Add'l |
| Unbundled Exchange | | | | | | | | | |
| Access Loop | \$30.03 | \$70.00 | \$25.00 | \$25,00 | \$69.00 | \$23.00 | \$25.00 | \$69.00 | \$23.00 |
| Unbundled Exchange Access IOC | | | ! | | ţ | | | : | |
| - Fixed | \$11.85 | \$71.87 | N/A | \$50,00 | \$97.00 | N/A | \$30.00 | \$96.00 | N/A |
| - 1 - 8 Miles | \$2.15 | N/A | N/A | \$2.05 | N/A | N/A | \$2.05 | | i . |
| - 9 - 25 Miles | \$2.15 | N/A | N/A | \$2.00 | N/A | N/A | \$2.00 | N/A | N/A |
| - Over 25 Miles | \$2.15 | N/A | N/A | \$1.95 | N/A | N/A | \$1,95 | N/A | N/A |

Unbundled Products and Services and New Services

Service: Channelization System for Unbundled Exchange Access Loops

Description:

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

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

| State(s) | Alabama | | | Florida | | | Georgia | | |
|-----------------------------|----------|--------------|--------|------------------|-------------|----------|----------|-------------|----------|
| | Monthly | Nonrecurring | Charge | Monthly | Nonrecurrin | g Charge | Monthly | Nonrecurrin | g Charge |
| Rate Elements | Rate | First | Addl | Rate | First | Add1 | Rate | First | rbbA |
| Unbundled Loop | | | | | | | | - I | |
| Channelization System | } | 1 | | ı | 1 1 | | |]] | |
| (DS1 to VG), Per System | \$575.00 | \$525.00 | N/A | \$5 55.00 | \$490.00 | N/A | \$555.00 | \$490.00 | N/A |
| Central Office Channel | | | | | | | | 1 | |
| Interface (circuit specific | 1 | | | | | - | • | | • |
| plug-in equipment), | | ĺ | | | | | | | |
| 1 per circuit | \$1,70 | \$8.00 | \$8.00 | \$1,70 | \$7.00 | \$7.00 | \$1.70 | \$7.00 | \$7.00 |

| State(s) | Kentucky | | | Louisiana | | | Mississippi | | |
|-----------------------------|----------|--------------|----------|-----------|-------------|----------|-------------|-------------|----------|
| | Monthly | Nonrecurring | g Charge | Monthly | Nonrecurrin | g Charge | Monthly | Nonrecurrin | g Charge |
| Rate Elements | Rate | First | Add'l | Rate | First | Add1 | Rate | First | Add'l |
| Unbundled Loop | | | | | | | | | |
| Channelization System | | l l | | | i | | | } | |
| (DS1 to VG), Per System | \$540,00 | \$495.00 | N/A | \$530.00 | \$510.00 | N/A | \$560.00 | \$450.00 | N/A |
| Central Office Channel | | | | | | | | | |
| Interface (circuit specific | | 1 | | | | | | | |
| plug-in equipment), | | 1 | | | | | | | |
| 1 per circuit | \$1.60 | \$8.00 | \$8.00 | \$1.60 | \$8.00 | \$8.00 | \$1.70 | \$6.00 | \$6.00 |

| State(s): | N.Carolina | · | | S.Carolina | | | Tennessee | | |
|--|------------|--------------|----------|------------|-------------|----------|-----------|--------------|--------|
| | Monthly | Nonrecurring | g Charge | Monthly | Nonrecurrin | g Charge | Monthly | Nonrecurring | Charge |
| Rate Elements | Rate | First | Add'l | Rate | First | AddT | Rate | First | Add'I |
| Unbundled Loop | |] | | | | | | | |
| Channelization System | 1 | 1 | | | | | | , , , | |
| (DS1 to VG), Per System | \$545.00 | \$475.00 | N/A | \$520.00 | \$480.00 | N/A | \$530.00 | \$520.00 | N/A |
| Central Office Channel Interface (circuit specific plug-in equipment), | | | | | | | | | |
| 1 per circuit | \$1.65 | \$7.00 | \$7.00 | \$1.60 | \$6.00 | \$6.00 | \$1.60 | \$8.00 | \$8.00 |

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports

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

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

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

| Alabama | | | Florida | | Georgia | |
|---|--------|------------|----------------|----------|------------------|--------|
| Rate Elements | Rate | Per | Rate Elements | Rate | Rate Elements | Rate |
| Monthly | | | Monthly | | Monthly | |
| Residence Port | \$2.50 | | Residence Port | \$2.00 | Residence Port | \$2.28 |
| Business Port | \$7.00 | | Business Port | \$4.50 | Business Port | \$4.60 |
| PBX Trunk Port | \$7.00 | | PBX Trunk Port | \$7.50 | PBX Trunk Port | \$7.37 |
| Rotary Service | \$2.00 | | Rotary Service | \$2.00 | Rotary Service | \$2.77 |
| Usage-Mileage Bands | | | Usage-(STS) | | Usage-(STS) |] |
| A (0 miles) | \$0.02 | Init.min. | - init, min. | \$0.0275 | -setup per call | \$0.02 |
| | \$0.01 | Add'l min. | - add'l min. | \$0.0125 | - per minute or | |
| B (1-10 miles) | \$0.04 | Init.min. | | | fraction thereof | \$0.02 |
| | \$0.02 | Add'l min. | | 1 | | 1 |
| C (11-16 miles) | \$0.06 | lnit.min. | | | | |
| | \$0.04 | Add'l min. | 1 | 1 | | |
| D (17-22 miles & existing LCA described | | • | | İ | | |
| in A3.6 greater than 22 mi.) | \$0.10 | Init.min. | | | | |
| | \$0.07 | Add'l min. | | | ł | |
| E (23-30 miles) | \$0.10 | Init,min. | | | | |
| · · | \$0.10 | Add'l min. | | 1 | | |
| F (31-40 miles) | \$0.10 | Init.min. | | | | İ |
| , | \$0.10 | Add'i min. | | - | | Ì |
| G (Special Band)* | \$0.10 | Init.min. | | 1 | | |
| | | Add'l min. | | | | |

^{*}In addition to the local calling described in A3 of BellSouth's General Subscriber Service Tariff, if any wire center in an exchange is located within 40 miles of any wire center in the originating exchange, local calling will be provided from the entire originating exchange to the entire terminating exchange. The usage charges for Band G are applicable for distances greater than 40 miles.

Unbundled Products and Services and New Services

Service: Unbundled Exchange Ports (Cont'd)

| Kentucky | Rate | Per | Louisiana Rate Elements | Rate | Per |
|---------------------------------------|---------|------------|---|--------|------------|
| Rate Elements | Rate | | Monthly | | |
| Monthly | | 1 | 1 • | \$2.50 | |
| Residence Port | \$3.50 | 1 | Residence Port | \$7.00 | |
| Business Port | \$10.00 | t | Business Port | • | |
| PBX Trunk Port | \$10.00 | 1 | PBX Trunk Port | \$7.00 | |
| Rotary Service | \$3.50 | | Rotary Service | \$3.50 | |
| Usage-Mileage Bands | | | Usage-Mileage Bands | | |
| A (0 miles) | \$0.04 | Init.Min. | 0 (0 miles) | | init.Min. |
| ` ' | \$0.02 | Add'l min. |] | | Add'l min. |
| B (1-10 miles) | \$0.04 | Init.Min. | A (1-10 miles) | \$0.04 | Init.Min. |
| - (| \$0.02 | Add'l min. | | \$0.02 | Add'l min. |
| C (Greater than 10 miles Limited LCA) | \$0.06 | Init.Min. | 8 (11-16 miles) | \$0.06 | Init.Min. |
| (3) | \$0.04 | Add'l min. | ' | \$0.04 | Add'l min. |
| D (1-10 miles beyond Limited LCA) | - | 1 | C (17-22 miles) | \$0.10 | Init.Min. |
| D (: 10 miles beyond billings as y | | Add'l min. | • • | \$0.07 | Add'l min. |
| E (11-16 miles beyond Limited LCA) | | | D (23 - 30 miles Basic LCA and Intra | \$0.14 | Init.Min. |
| E (11 To minos boyona Emmos Eo. 1) | - | Add'l min. | • · · · · · · · · · · · · · · · · · · · | \$0.10 | Add'I min. |
| F (17-22 miles beyond Limited LCA) | - | Init.Min. | | \$0.10 | Add'l min. |
| (17-22 miles beyond Extinue Bory | | | E (Greater than 30 miles Basic LCA and | \$0.14 | Init.Min. |
| G (23-30 miles beyond Limited LCA) | | Init,Min. | Intra Parish Expanded LCA) | | Init.Min. |
| G (25-50 Illies beyond Dillined LOA) | | | F (23 - 30 miles Inter-Parish Expanded LCA) | | init.Min. |
| U G1 40 miles have all timited LCA) | | Init, Min. | 1 (20 - 50 times mitel t alian Expanded corr) | | Add'l min. |
| H (31-40 miles beyond Limited LCA) | | | G (31 - 40 miles Inter-Parish Expanded LCA) | | Init.Min. |
| 1 (Q | - | ł | 10 (21 - 40 Illies Hitel-Latelt Exhauged COV) | | Add'l min. |
| I (Greater than 40 miles beyond | | Init.Min. | 0 (0 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - | 1 | 1 |
| Limited LCA) | \$0.07 | Add min | G (Greater than 40 miles Inter-Parish) | | Init.Min. |
| | | ļ | | \$0.14 | Add'I min. |

| Mississippi | | | N.Carolina | | S.Carolina | |
|---|--------|------------|----------------|--------|---------------------|---------|
| Rate Elements | Rates | Per | Rate Elements | Rates | Rate Elements | Rates |
| Monthly | | | Monthly | | Monthly | |
| Residence Port | \$3.75 | | Residence Port | \$2.00 | Residence Port | \$4.00 |
| Business Port | \$7.50 | | Business Port | \$6.00 | Business Port | \$10.50 |
| PBX Trunk Port | \$7.50 | | PBX Trunk Port | \$8.00 | PBX Trunk Port | \$10.50 |
| Rotary Service | \$3.75 | 1 | Rotary Service | \$1.50 | Rotary Service | \$3.00 |
| Usage - Mile Bands | | ļ | Usage - (STS) | | Usage - (STS) | |
| A (0 miles) | \$0.02 | Init.min. | - Init.min. | \$0.05 | - Basic Svc.Area | \$0.03 |
| , | \$0.01 | Add'l min. | - Add'l min. | \$0.02 | - Expanded Svc.Area | \$0.12 |
| B (1-10 miles) | \$0.04 | Init,min. | 1 | 1 | , | |
| C (11-16 miles, existing LCA desc- | \$0.02 | Add'l min | . | | | |
| ribed in A3.6 greater than 16 miles, | | 1 | | | | |
| and calls to county seat greater | \$0.06 | Init.min. | | | | |
| than 16 miles) | \$0.04 | Add'l min | | | | |
| D (17-30 miles) | | Init.min. | | | | |
| ` ' ' | 1 | Add'l min | | | | |
| E (31-55 miles Biloxi LATA) | 1 - | Init.min. | 1 | | | |
| [` | | Add'l min | 1 | | | |
| F (31-55 miles Jackson LATA) | | Init.min. | ì | 1 | | |
| [(, , , , , , , , , , , , , , , , , , | | Add'l min | 1 | ļ | 1 | |
| G (56-85 miles Biloxi LATA) | , | Init.min. | | | | |
| | | Add'l min | | 1 | | |

Tennessee

| Rate Elements | Rates | Per |
|--------------------|---------|-----|
| Monthly | | |
| Residence Port | \$4.00 | |
| Business Port | \$10.00 | |
| PBX Trunk Port | \$10.00 | |
| Rotary Service | \$8.50 | |
| Usage - Mile Bands | | |
| A (0-16 miles) | \$0.02 | mou |
| 8 (17-30 miles) | \$0.05 | mou |
| C >30 miles | \$0.10 | mou |

Unbundled Products and Services and New Services

Service: Local Calling Area Boundary Guide

Description: Provided to ALECs to assist in deployment of numbers

on their network to conform with BellSouth existing

local calling area geographics.

State: All

Rate(s): No Charge

ATTACHMENT "D"

APPLICABLE DISCOUNTS

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

| | DISCOUNT | |
|----------------|-----------|----------|
| STATE | RESIDENCE | BUSINESS |
| ALABAMA | 10% | 10% |
| FLORIDA | 18% | 12% |
| GEORGIA | 11.6% | 9.6% |
| KENTUCKY | 10% | 8% |
| LOUISIANA | 11% | 10% |
| MISSISSIPPI | 9% | 8% |
| NORTH CAROLINA | 12% | 9% |
| SOUTH CAROLINA | 10% | 9% |
| TENNESSEE | 11% | 9% • |

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



William J. (Jim) Carroll Vice President

Room 4170 1200 Peachtree St., NE Atlanta, GA 30309 404 810-7262

June 13, 1996

Via Hand Delivery & Facsimile
Mr. W. Scott Schaefer
Vice President-Marketing
InterConnection Services
BellSouth Telecommunications, Inc.
675 W. Peachtree Street, NE
Room 4422
Atlanta, GA 30375

Dear Scott:

This responds to your letter of May 30, 1996 (received June 5, 1996), in which you state, for policy and technical reasons, that BellSouth will no longer pursue routing operator, directory assistance and repair calls to AT&T's platform.

From a policy perspective, your position ignores the intent of the Telecommunications Act of 1996 ("the Act") to offer new entrants a wide range of options and flexible opportunities using interconnection, unbundled elements, and/or resale to enter into the local market. Likewise, with respect to your offer to provide directory assistance services but not as a network element, the Act forecloses existing local exchange carriers from impeding entry by requiring new entrants to become a facilities-based carrier before purchasing network elements.

As concerns your statement that BellSouth is technically "not able" to pursue routing, we disagree. BellSouth's position that it is not technically able to provide the services to AT&T in the manner requested, (i.e., direct routing to AT&T platforms), appears to be one of not wanting, rather than not being able, to provide direct routing. It can no longer be seriously disputed that the technology is available today to direct route operator and directory services to AT&T's platforms. The operational challenges to implement direct routing are that in some switch types there are capacity issues associated with providing this capability. As we have discussed in our Executive Team Meetings, these issues can usually be resolved with capacity augments or switch upgrades and we have been discussing alternatives and options for handling those cases where BellSouth's existing switch is of a technology vintage that it would not warrant capacity augmentation or feature upgrades. With the technology available and in service today in BellSouth's network, there are opportunities for BellSouth to move forward with developing plans to provide direct routing to AT&T's platforms.

Mr. W. Scott Schaefer Page Two June 12, 1996

The position BellSouth has taken in refusing to work toward implementing direct routing prevents AT&T as service provider from branding its own directory and operator services and assuring the quality level of services to AT&T's end user customers. AT&T is further disadvantaged because without direct routing to its platform, AT&T rates can not be uniformly applied to its customers.

Given that AT&T has agreed to work with BellSouth to overcome any switching capacity problems you have identified that our two companies had in fact been proceeding in that direction and making progress (until BellSouth's recent inexplicable reversal of position), AT&T can conclude only that BellSouth's unwillingness to continue to pursue finding viable alternatives is motivated by BellSouth's desire to maintain and enjoy the benefits and advantages of being a monopoly.

AT&T urges BellSouth to reconsider its routing position, both with respect to Total Services Resale and as an unbundled network element.

Sincerely,

William J. Carroll

We



William J. (Jim) Carroll Vice President

Room 4170 1200 Peachtree St., NE Atlanta, GA 30309 404 810-7262

June 14, 1996

Via Hand Delivery and Facsimile Mr. Charles B. Coe Group President-Customer Operations Suite 4514
675 West Peachtree Street, N.E. Atlanta, Georgia 30375

Dear Charlie,

This letter is in response to your correspondence dated May 31, 1996 (although post marked June 10, 1996 and received on June 12, 1996) regarding AT&T's Tennessee local services market test.

From your response, it is obvious that BellSouth does not want to recognize the resale policy adopted by the Tennessee Public Service Commission as set forth in rule 1220-4-8-.11. Instead, you suggest a separate resale agreement in accordance with the Telecommunications Act of 1996. As you are well aware, BellSouth and AT&T have established a structured process to negotiate resale and other issues required by the Telecommunications Act of 1996. Indeed, on June 5, 1996, I gave you a comprehensive proposal that addresses total services resale as part of that negotiation process. I believe that it would be ill advised to attempt to negotiate resale on two separate tracks as you have suggested. Therefore, AT&T will not consider the contract that was attached to Scott Schaefer's May 16, 1996 letter concerning the Tennessee trial, but will wait for your response to AT&T's proposal of June 5, 1996.

The Tennessee rules, which were approved by the PSC on two separate occasions, provide a great opportunity to bring choice to Tennessee consumers without further delay. Despite the fact that the rules are pending review by the Attorney General's office, our companies could voluntarily implement them until they became officially effective. The benefit to consumers would be substantial.

I regret that your company chooses to delay bringing consumer choice to the marketplace in accordance with the policies adopted by the Tennessee Public Service Commission until administrative technicalities are completed and hope you will reconsider that decision. I look forward to your response to our resale proposal of June 5, 1996.

Sincerely.

003422

S. Schaefer

Date 6/17 Number of pages including cover sheet FROM: Suzie Lavett BellSouth **Telecommunications** Phone 404 529-7496 or 205 977-0104 Fax Phone FAX #: 404 529-7496, or 205 977-0164

TO: ROBERT OAKES Phone 404 810-Fax Phone 404 810-3131 TO: **Phone** Fax Phone TO: Phone Fax Phone

CC:

□ Urgent

REMARKS:

For your review **BELLSOUTH POSITION - COMMON TRANSPORT**

BellSouth's unbundled exchange port offering provides switched connections to BellSouth's network. It provides connectivity to the switching features associated with telephone line and telephone numbers; the line to line switching functionality; the line to trunk switching function; and inter-local switch connectivity. Common transport as defined by AT&T is available as part of BellSouth's port offering. Transport is also available to AT&T on an unbundled basis.

☐ Reply ASAP

002425

☐ Please Comment

Page

4957_0 2.DX

FOR IMMEDIATE RELEASE June 17, 1996 FOR INFORMATION CONTACT: Joe Chandler BellSouth Telecommunications (404) 529-6235

Bill Todd BellSouth Telecommunications (205) 972-2984

BELLSOUTH OPPOSES DELAYS IN COMPETITION Asks Commission to Facilitate Negotiations With AT&T

MONTGOMERY, AL., — June 17, 1996 — Indicating it is completely frustrated with the lack of progress in local interconnection negotiations with AT&T, BellSouth (NYSE: BLS) filed with the Alabama Public Service Commission today requesting the Commission to mediate negotiations to move the companies toward agreement.

BellSouth and AT&T began negotiations in March as allowed by the national telecom act. Congress intended that competitors would negotiate in order to facilitate competition in local service, and further competition in long distance, as soon as possible.

"We've been meeting almost daily with AT&T since early this year and we're not anywhere close on the major issues needed for a comprehensive agreement," noted Charlie Coe, Group President of Customer Operations for BellSouth. "This request for mediation will help to bring the issues up for discussion with an objective third-party in order to move the process along," indicated Coe.

He noted that even as the talks with AT&T have been slow. BellSouth has been able to to sign comprehensive interconnection agreements with two national competitors including Time-Warner. BellSouth has also signed other agreements as well including a regional, 14-point agreement with Hart Communications, which has received permission to offer local service in Alabama. There are also several more agreements which are very close to closure.

"Our position is very clear," stated Coe. "We're in favor of competition developing immediately because the sooner this happens, the sooner we'll be able to begin offering our customers one-stop shopping for their telecommunications needs including long distance — a service they've indicated they want us to provide. AT&T has plans to enter BellSouth's markets soon. On the other hand, in remarks attributed to AT&T's CEO Bob Affen, AT&T does not believe that BellSouth will be in the long distance business before the turn of the century because of AT&T's 'bird-dogging' of the FCC and state regulatory commissions. This is a policy to slow competition down, not promote it as the legislation intended." Coe stated.

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Page 2

The national telecom legislation enacted earlier this year set up the mediation process as a way to resolve differences between competitors on local negotiations. BellSouth has asked for mediation at this time only in Alabama because the key issues are the same state to state, and therefore mediation in all nine of its states would be redundant.

BellSouth is a \$17.9 billion communications services company. It provides telecommunications, wireless communications, directory advertising and publishing and other information services to more than 25 million customers in 17 countries worldwide. Its telephone operations provides service over one of the most modern telecommunications networks in the world for approximately 21 million telephone lines in a nine-state region that includes Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee.

###

C/T (NoBO)T

002423

FAX

Thanks,

Suzie

| TO : | ROBERT OAKE | S & PAM | FROM: | Suzie Lavett |
|-------------|--|-------------------|------------------|-------------------------|
| | NELSON | | | BellSouth |
| Phone | 404 810-3100 | | | Telecommunications |
| Fax Phone | 404 810-3131 | | | |
| TO: | | | | |
| Phone | | | Phone | 404 529-7496 or |
| Fax Phone | | | Ì | 205 977-0104 |
| TO: | | | Fax Phone | FAX #: 404 529-7496, or |
| Phone | | | | 205 977-0164 |
| Fax Phone | | | | |
| cc: | | | | |
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| Phone 40-8458 BellSouth Telecommunications TO: Jerry Hendrix Phone 40-529-8210 Fax Phone 40-529-7839 TO: Ray Lee Phone 40-4529-7496 or 205 977-0104 Fax Phone FAX #: 404 529-7496, or | FA | X | | 7 | • | | Date 6 | /17 | | == | |
|--|--------------------------------|--------|-------------------------------|--------------|---------|---|---------------|--------------|----------|------------|-------|
| Phone 40 810-8458 Fax Phone 40 810-8477 TO: Jery Hendrix Phone 40 529-8210 Fax Phone 40 529-7839 TO: Ray Lee Phone 40 330-0487 Fax Phone 40 529-5122 CC: REMARKS: \(\text{Urgent} \) \(\text{For your review} \) \(\text{Reply ASAP} \) \(\text{Please Comment in you have questions.} \) | | | - | , | | | Number of pag | es including | cover sh | eet | 3 |
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COST STUDY

Transfer of Account - Louisiana

Overview add Summary

This study develops the cost to transfer an account - to transfer the billing responsibility - from one Bell South end user to another. The party that the account is transferred to does not accept responsibility for any accumulated charges and there are no changes to services and leatures on the account.

The Marketing Support personnel provided time estimates to issue a new service order for the end user requesting the transfer and to issue a disconnect order to the existing end user in order to render a final bill.

The estimates were multiplied by direct labor costs at 1996 levels to develop the nonrecurring posts:

Transfer of Account, First Line \$28.57
Transfer of Account, Each Additional Line \$5.95

Proprietary Statement

This study is not proprietary.

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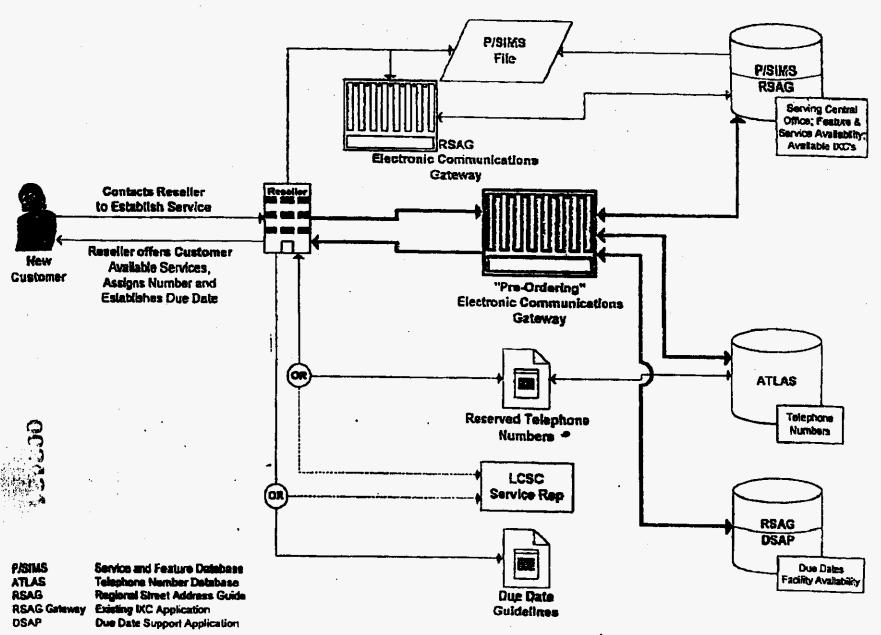
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| DEV | ELOPMENT OF N | DNRECURI | RING COST | ļ | | | | |
| | | | | | | | | |
| 1 | Service Represe | ntative, Lab | or Cost per Ho | our_ | . | | \$ | 39.45 |
| 2 | Average Hours | | | | | | | |
| 3 | New Ord | r, First Line | | | 7 | | | 0.50 |
| 4 | New Ord | r, Each Ad | ditional Line | | | | | 0.15 |
| 5 | Disconne | t Order, Fi | rst Line | | | | | 0.22 |
| 6 | Disconne | t Order, Ea | ach Additional | Line | | | | 0.00 |
| 7 | | | | | | | | |
| 8 | Gross Receipts T | ex Factor | | | | | | 1,0058 |
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| 10 | TRANSFER OF | CCOUNT | | | | | | |
| 11 | COST PE | R FIRST L | INE | | (Ln1) (L | n3 + Ln5) (L8) | S | 28.57 |
| 12 | COST PE | R ADDITIO | NAL LINE | | | n4 + Ln6) (Ln8) | \$ | 5.95 |

| | \ | V | Date 6 | /17 |
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| | • | | Number of pag | ges including cover sheet 2 |
| то: | Preston Foster | | FROM: | Suzie Lavett |
| Phone | 404 810-8458 | | | BellSouth |
| Fax Phone | 404 810-8477 | | | Telecommunications |
| TO: | Pam Nelson | | | |
| Phone | 404 810-3100 | • | | |
| Fax Phone | 404 810-3131 | | Phone | 404 529-7496 or |
| | | | · | 205 977-0104 |
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Pre-Ordering Interface for Resellers



^{*} Interim file option under development, ECD 9/96

June 17, 1996



Room 34A35 SBC 675 W. Peachtree Street Atlanta, Georgia 30375

Kathy Taber
AT&T Products & Services Manager
12N17
1200 Peachtree St., N.E.
Atlanta, Georgia 30309

Dear Kathy:

This is to provide you an update on BellSouth's position for the resale and unbundling of IPP and Semi-Public services.

On June 6, 1996, we provided you with a matrix of the IPP/Semi-Public service features which will be available for resale in Georgia, as well as copies of the other BellSouth state tariffs. Additionally, we advised that the availability of any unique network elements on an unbundled basis for the provision of IPP/Semi-Public service is being investigated by our Unbundled Network Team. As we discussed, I should have an answer by the end of this month. At this time, we have determined that BellSouth's proposed unbundled loop offering is appropriate for use with AT&T's IPP/Semi-Public switching and telephones.

As you may know, a Notice of Proposed Rulemaking (NPRM) on Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996 - CC Docket No. 96-128, is currently pending with the FCC. In light of this pending docket, BellSouth believes it is inappropriate at this time to discuss resale issues specific to the Semi-Public service. Therefore, we will defer any further discussions pending the outcome of the FCC's ruling.

Based on the above information, the agenda for our next conference call (scheduled June 18, 1996) should encompass a review of BellSouth's IPP measurement standards and billing provisions for resale services. A copy of the measurement standards was faxed to you earlier today. Please let me know if there are any other items you would like included. You may contact me on 404-529-6516 if you have any questions.

Sincerely,

cc: Suzie Lavett

Sandy Sanders

Pam Derso

Kathy Blake

Dorothy Farmer

OCC425



June 17, 1996



Room 34A35 SBC 675 W. Peachtree Street Atlanta, Georgia 30375

Kathy Taber
AT&T Products & Services Manager
12N17
1200 Peachtree Street, N.E.
Atlanta, Georgia 30309

Dear Kathy:

This is to respond to your June 11, 1996, memo to Suzie Lavett. As you indicated, I advised you on two separate occasions that I was in the process of gathering information on the Centrex services, MultiServe and MultiServe Plus. In order to address the specific areas of interest outlined in your May 21, 1996, memo I contacted the Product Manager of these two services. Due to previous commitments the Product Manager was unable to conduct a presentation within the timeframe you requested. Since our last telephone conversation, I have been trying to contact an alternative Subject Matter Expert on the MultiServe services.

As we discussed last week, I have made contact with a BellSouth Systems Designer who has agreed to meet with us, even on this short notice. As we agreed, the meeting will be held on Friday, June 21, 1996, at BellSouth Center, beginning at 9:00AM. I am enclosing another copy of the meeting notice that was faxed to you on Friday, June 14, 1996.

If you have any questions prior to the meeting please give me a call on 404-529-6516.

Sincerely,

Lan Sins

Pam Sims

cc: Suzie Lavett

002435



wer

June 17, 1996

Memo To File

RE: Voice message from Scott Schaefer - 5:01 p.m. June 17, 1996 (two minutes)

Hey Jim this is Scott I had two issues or items I wanted to chat with you about and I will check my voice mail later on tonight one is I haven't gotten any feedback from AT&T on the comprehensive package that we sent over to you last week I believe it was close of business on Thursday the second is that BellSouth has made a determination that we would be more successful in our negotiations if we added a mediator and we are moving forward with asking the Alabama Public Service Commission to help AT&T and BellSouth mediate through a negotiated settlement so I wanted to give you a heads-up that that is happening this afternoon and we can talk some more about that tomorrow again the perspective we have in requesting that is that we are feeling somewhat lagging in terms of the timeline in getting to agreements and that a mediator will act as a tool in that it's voluntary that we both go into mediation and it's not binding this might be one more avenue before we get into the arbitration stage to help us get to negotiated settlement so that's the attitude we're entering into request for mediation with and would appreciate the same kind approach and open-mindedness from AT&T in using mediation as a tool to help us get to a settlement talk to some more and I'll listen again for a voice mail tonight thanks Jim.

Recorded verbatim from the voice mail message

ajoe

June 17, 1996

Memo To File

RE: The voice mail message that Jim Carroll left for Scott Schaefer Monday, June 17, 1996 at approximately 7:00 p.m. having just picked up the voice mail message he left at 5:01 p.m.

Scott this is Jim, first of all as we have discussed in the past and as you can hear on my voice mail message, my beeper number is 800-258-0000 - pin 2885700 feel free to beep me at any time. Secondly, the proposal that you reference came over on close of business on Friday, June 14, 1996 even though it was dated June 13, and so we got it late and we're in the process of evaluating and we will respond. I would love to have had the opportunity to listen to what you had to say about it so we could fully understand it and in fact had been waiting on you to call as your letter had promised and finally got that call at 5:01 p.m. But among first brush, it doesn't look to be very responsive and looks very similar to positions you'd taken early on in terms of negotiating. As it relates to the mediation request, we would love to, we welcome the opportunity, and would like to work to schedule that as soon as possible. And during the interim we would assume that, and we do want too, to continue negotiating at the SME Team and the Core Team level as well as the Executive Session and would expect those sessions to continue and if you have a view otherwise, please let me know, but AT&T is prepared to move ahead.