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March 26, 2001

HAND DELIVERY

RECORDS AND
REPORTING

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Ms. Blanca S. Bayo, Director
Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Betty Easley Conference Center, Room 110
Tallahassee, Florida 32399-0850

Re: Docket No. 001810-TP

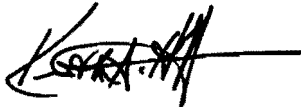
Dear Ms. Bayo:

Enclosed herewith for filing in the above-referenced docket on behalf of TCG South Florida and Teleport Communications Group ("TCG") are the original and fifteen copies of TCG's Notice of Filing Amended Exhibit "A" to Complaint.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the copy to me.

Thank you for your assistance with this filing.

Sincerely,



Kenneth A. Hoffman

APP _____
CAF _____ KAH/rl
CMP _____
COM 3 Enclosures
CTR _____ cc: All Parties of Record
ECR _____
LEG 1 _____
OPC _____
PAI _____
RGO _____
SEC 1 _____
SER _____
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FPSC-RECORDS/REPORTING



BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

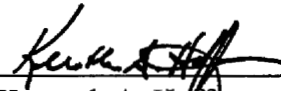
In re: Complaint of TCG South Florida and)
Teleport Communications Group for) Docket No. 001810-TP
Enforcement of Interconnection Agreement)
with BellSouth Telecommunications, Inc.) Filed: March 26, 2001
_____ /

**TCG'S NOTICE OF FILING
AMENDED EXHIBIT "A" TO COMPLAINT**

TCG South Florida and Teleport Communications Group (hereinafter referred to collectively as "TCG"), by and through undersigned counsel, hereby file Amended Exhibit "A" to TCG's Complaint for Enforcement of Interconnection Agreement with BellSouth Telecommunications, Inc. ("BellSouth") originally filed with the Commission on December 20, 2000. Amended Exhibit "A" contains Attachment 11 to the interconnection agreement entered into by and between BellSouth and TCG, which agreement was approved by this Commission and is the subject of TCG's Complaint. Attachment 11 was inadvertently omitted from Exhibit "A" attached to the originally filed Complaint.

A copy of this Notice and Amended Exhibit "A" have been filed with the Commission's Division of Records and Reporting and copies have been served on BellSouth and the Commission Staff in the manner set forth in the attached Certificate of Service.

Respectfully submitted,



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DOCUMENT NUMBER-DATE

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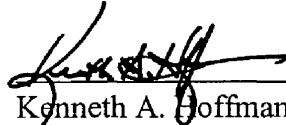
REC-RECORDS REPORTING

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing was furnished by U. S. Mail this 26th day of March, 2001 to the following:

Nancy B. White, Esq.
James Meza, III, Esq.
c/o Nancy Sims
BellSouth Telecommunications, Inc.
150 N. Monroe Street, Suite 400
Tallahassee, FL 32301

Patricia Christensen, Esq.
Division of Legal Services
Florida Public Service Commission
2540 Shumard Oak Boulevard, Room 370
Tallahassee, FL 32399-0850



Kenneth A. Goffman, Esq.

AGREEMENT

between

BellSouth Telecommunications, Inc.
and AT&T Communications of the Southern States, Inc.

Effective Date: June 10, 1997

FLORIDA

AMENDED EXHIBIT "A"



FL6/10/97

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AGREEMENT

PREFACE

This Agreement, which shall become effective as of the 10th day of June, 1997, is entered into by and between AT&T Communications of the Southern States, Inc., a New York Corporation, having an office at 1200 Peachtree Street, N.E., Atlanta, Georgia 30309, on behalf of itself, its successors and assigns, (individually and collectively "AT&T"), and BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, on behalf of itself, its successors and assigns, having an office at 675 West Peachtree Street, Atlanta, Georgia 30375.

RECITALS

WHEREAS, The Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

WHEREAS, the Act places certain duties and obligations upon, and grants certain rights to Telecommunications Carriers; and

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier; and

WHEREAS, BellSouth is willing to provide Telecommunications Services for resale, Interconnection, Unbundled Network Elements and Ancillary Functions which include, but are not limited to, access to poles, ducts, conduits and rights-of-way, and collocation of equipment at BellSouth's Premises on the terms and subject to the conditions of this Agreement; and

WHEREAS, AT&T is a Telecommunications Carrier and has requested that BellSouth negotiate an Agreement with AT&T for the provision of Interconnection, Unbundled Network Elements, and Ancillary Functions as well as Telecommunications Services for resale, pursuant to the Act and in conformance with BellSouth's duties under the Act,

NOW, THEREFORE, in consideration of the promises and the mutual covenants of this Agreement, AT&T and BellSouth hereby agree as follows:

DEFINITIONS and ACRONYMS

For purposes of this Agreement, certain terms have been defined in Attachment 11 and elsewhere in this Agreement to encompass meanings that may differ from, or be in addition to, the normal connotation of the defined word. Unless the context clearly indicates otherwise, any term defined or used

in the singular shall include the plural. The words "shall" and "will" are used interchangeably throughout this Agreement and the use of either connotes a mandatory requirement. The use of one or the other shall not mean a different degree of right or obligation for either Party. A defined word intended to convey its special meaning is capitalized when used. Other terms that are capitalized, and not defined in this Agreement, shall have the meaning in the Act. For convenience of reference, Attachment 10 provides a list of acronyms used throughout this Agreement.

GENERAL TERMS AND CONDITIONS

1. Provision of Local Service and Unbundled Network Elements

This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide (a) Telecommunications Service that BellSouth currently provides, or may offer hereafter for resale along with the Support Functions and Service Functions set forth in this Agreement (hereinafter collectively referred to as "Local Services") and (b) certain unbundled Network Elements, or combinations of such Network Elements ("Combinations") and (c) Ancillary Functions to AT&T (Local Services, Network Elements, Combinations, and Ancillary Functions, collectively referred to as "Services and Elements"). This Agreement also sets forth the terms and conditions for the interconnection of AT&T's network to BellSouth's network and the mutual and reciprocal compensation for the transport and termination of telecommunications. BellSouth may fulfill the requirements imposed upon it by this Agreement by itself or, in the case of directory listings for white pages may cause BellSouth Advertising and Publishing Company ("BAPCO") to take such actions to fulfill BellSouth's responsibilities. This Agreement includes Parts I through IV, and their Attachments 1 - 15 and all accompanying Appendices and Exhibits. Unless otherwise provided in this Agreement, BellSouth will perform all of its obligations hereunder throughout its entire service area. The Parties further agree to comply with all provisions of the Act, including Section 271(e) (1).

- 1.A The Services and Elements provided pursuant to this Agreement may be connected to other Services and Elements provided by BellSouth or to any Services and Elements provided by AT&T itself or by any other vendor. AT&T may purchase unbundled Network Elements for the purpose of combining Network Elements in any manner that is technically feasible, including recreating existing BellSouth services.
- 1.1 Subject to the requirements of this Agreement, AT&T may, at any time add, relocate or modify any Services and Elements purchased hereunder. Requests for additions or other changes shall be handled pursuant to the Bona Fide Request Process provided in Attachment 14. Terminations of any

Services or Elements shall be handled pursuant to Section 3.1 of the General Terms and Conditions of this Agreement.

- 1.2 BellSouth shall not discontinue any Network Element, Ancillary Function, or Combination provided hereunder without the prior written consent of AT&T. Such consent shall not be unreasonably withheld. BellSouth shall not discontinue any Local Service provided hereunder unless BellSouth provides AT&T prior written notice of intent to discontinue any such service. BellSouth agrees to make any such service available to AT&T for resale to AT&T's Customers who are subscribers of such services from AT&T until the date BellSouth discontinues any such service for BellSouth's customers. BellSouth also agrees to adopt a reasonable, nondiscriminatory transition schedule for BellSouth or AT&T Customers who may be purchasing any such service.
- 1.3 This Agreement may be amended from time to time as mutually agreed in writing between the Parties. The Parties agree that neither Party will take any action to proceed, nor shall either have any obligation to proceed on a requested change unless and until a modification to this Agreement is signed by authorized representatives of each Party.

2. Term of Agreement

- 2.1 When executed by authorized representatives of BellSouth and AT&T, this Agreement shall become effective as of the Effective Date stated above, and shall expire three (3) years from the Effective Date unless terminated in accordance with the provisions of Section 3.2 of the General Terms and Conditions.
- 2.2 No later than one hundred and eighty (180) days prior to the expiration of this Agreement, the Parties agree to commence negotiations with regard to the terms, conditions, and prices of a follow-on agreement for the provision of Services and Elements to be effective on or before the expiration date of this Agreement ("Follow-on Agreement"). The Parties further agree that any such Follow-on Agreement shall be for a term of no less than three (3) years unless the Parties agree otherwise.
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referenced to Section 2.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices, either Party may petition the Commission to establish an appropriate Follow-on Agreement pursuant to 47 U.S.C. § 252. The Parties agree that in such event they shall encourage the Commission to issue its order regarding such Follow-on Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order by the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this

Agreement to negotiate without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective, retroactive to the day following the expiration date of this Agreement. Until the Follow-on Agreement becomes effective, BellSouth shall provide Services and Elements pursuant to the terms, conditions and prices of this Agreement that are then in effect. Prior to filing a Petition pursuant to this Section 2.3, the Parties agree to utilize the informal dispute resolution process provided in Section 3 of Attachment 1.

3. Termination of Agreement; Transitional Support

3.1 AT&T may terminate any Local Service(s), Network Element(s), Combination(s), or Ancillary Function(s) provided under this Agreement upon thirty (30) days written notice to BellSouth unless a different notice period or different conditions are specified for termination of such Local Services(s), Network Element(s), or Combination(s) in this Agreement or pursuant to any applicable tariff, in which event such specific period or conditions shall apply, provided such period or condition is reasonable, nondiscriminatory and narrowly tailored. Where there is no such different notice period or different condition specified, AT&T's liability shall be limited to payment of the amounts due for any terminated Local Service(s), Network Element(s), Combination(s) or Ancillary Service provided up to and including the date of termination. Notwithstanding the foregoing, the provisions of section 10, infra, shall still apply. Upon termination, BellSouth agrees to cooperate in an orderly and efficient transition to AT&T or another vendor such that the level and quality of the Services and Elements is not degraded and to exercise its best efforts to effect an orderly and efficient transition. AT&T agrees that it may not terminate the entire Agreement pursuant to this section.

3.2 If a Party is in breach of a material term or condition of this Agreement ("Defaulting Party"), the other Party shall provide written notice of such breach to the Defaulting Party. The Defaulting Party shall have ten (10) business days from receipt of notice to cure the breach. If the breach is not cured, the Parties shall follow the dispute resolution procedure of Section 16 of the General Terms and Conditions and Attachment 1. If the Arbitrator determines that a breach has occurred and the Defaulting Party fails to comply with the decision of the Arbitrator within the time period provided by the Arbitrator (or a period of thirty (30) days if no time period is provided for in the Arbitrator's order), this Agreement may be terminated in whole or part by the other Party upon sixty (60) days prior written notice.

4. Good Faith Performance

In the performance of their obligations under this Agreement, the Parties shall act in good faith and consistently with the intent of the Act. Where notice,

approval or similar action by a Party is permitted or required by any provision of this Agreement, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

5. **Option to Obtain Local Services, Network Elements and Combinations Under Other Agreements**

If as a result of any proceeding or filing before any Court, State Commission, or the Federal Communications Commission, voluntary agreement or arbitration proceeding pursuant to the Act or pursuant to any applicable state law, BellSouth becomes obligated to provide Services and Elements, whether or not presently covered by this Agreement, to a third Party at rates or on terms and conditions more favorable to such third Party than the applicable provisions of this Agreement, AT&T shall have the option to substitute such more favorable rates, terms, and conditions for the relevant provisions of this Agreement which shall apply to the same States as such other Party, and such substituted rates, terms or conditions shall be deemed to have been effective under this Agreement as of the effective date thereof. BellSouth shall provide to AT&T any BellSouth agreement between BellSouth and any third Party within fifteen (15) days of the filing of such agreement with any state Commission.

6. **Responsibility of Each Party**

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations or, (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.

7. **Governmental Compliance**

7.1 AT&T and BellSouth each shall comply at its own expense with all Applicable Law that relates to (i) its obligations under or activities in connection with this Agreement or (ii) its activities undertaken at, in connection with or relating to Work Locations. AT&T and BellSouth each agree to indemnify, defend (at the other Party's request) and save harmless the other, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) its failure or the failure of its contractors or agents to so comply or (ii) any activity, duty or status of it or its contractors or agents that triggers any legal obligation to investigate or remediate environmental contamination. BellSouth, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges (including, but not limited to, space and power), which are necessary for BellSouth to provide the Services and Elements pursuant to this Agreement. AT&T, at its own expense, will be solely responsible for obtaining from governmental authorities, building owners, other carriers, and any other persons or entities, all rights and privileges which are AT&T's obligation as a provider of telecommunications services to its Customers pursuant to this Agreement.

7.2 BellSouth shall accept orders for Service and Elements in accordance with the Federal Communications Commission Rules or State Commission Rules.

8. **Responsibility For Environmental Contamination**

8.1 AT&T shall in no event be liable to BellSouth for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that AT&T did not introduce to the affected Work Location so long as AT&T's actions do not cause or substantially contribute to the release of any Environmental Hazard or Hazardous Materials. BellSouth shall indemnify, defend (at AT&T's request) and hold harmless AT&T, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that BellSouth, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which BellSouth is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by AT&T's actions.

8.2 BellSouth shall in no event be liable to AT&T for any costs whatsoever resulting from the presence or Release of any Environmental Hazard or Hazardous Materials that BellSouth did not introduce to the affected Work

Location, so long as BellSouth's actions do not cause or substantially contribute to the release of any Environmental Hazards or Hazardous Materials. AT&T shall indemnify, defend (at BellSouth's request) and hold harmless BellSouth, each of its officers, directors and employees from and against any losses, damages, claims, demands, suits, liabilities, fines, penalties and expenses (including reasonable attorneys' fees) that arise out of or result from (i) any Environmental Hazard or Hazardous Materials that AT&T, its contractors or agents introduce to the Work Locations or (ii) the presence or Release of any Environmental Hazard or Hazardous Materials for which AT&T is responsible under Applicable Law, to the extent the release of any Environmental Hazard or Hazardous Materials is not caused or substantially contributed to by BellSouth's actions.

9. **Regulatory Matters**

9.1 BellSouth shall be responsible for obtaining and keeping in effect all Federal Communications Commission, State Commissions, franchise authority and other regulatory approvals that may be required in connection with the performance of its obligations under this Agreement. AT&T shall be responsible for obtaining and keeping in effect all Federal Communications Commission, state regulatory Commission, franchise authority and other regulatory approvals that may be required in connection with its offering of services to AT&T Customers contemplated by this Agreement. AT&T shall reasonably cooperate with BellSouth in obtaining and maintaining any required approvals for which BellSouth is responsible, and BellSouth shall reasonably cooperate with AT&T in obtaining and maintaining any required approvals for which AT&T is responsible.

9.2 In the event that BellSouth is required by any governmental authority to file a tariff or make another similar filing ("Filing") in order to implement this Agreement, BellSouth shall (i) consult with AT&T reasonably in advance of such Filing about the form and substance of such Filing, (ii) provide to AT&T its proposed tariff and obtain AT&T's agreement on the form and substance of such Filing, and (iii) take all steps reasonably necessary to ensure that such Filing imposes obligations upon BellSouth that are no less favorable than those provided in this Agreement and preserves for AT&T the full benefit of the rights otherwise provided in this Agreement. In no event shall BellSouth file any tariff to implement this Agreement that purports to govern Services and Elements that is inconsistent with the rates and other terms and conditions set forth in this Agreement unless such rate or other terms and conditions are more favorable than those set forth in this Agreement.

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

AT&T or BellSouth may, on thirty (30) days' written notice (delivered not later than thirty (30) days following the date on which such action has become legally binding and has otherwise become final and nonappealable) require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Alternative Dispute Resolution procedures set forth in Attachment 1.

10. **Liability and Indemnity**

- 10.1 Liabilities of BellSouth - Unless expressly stated otherwise in this Agreement, the liability of BellSouth to AT&T during any Contract Year resulting from any and all causes shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.
- 10.2 Liabilities of AT&T - Unless expressly stated otherwise in this Agreement, the liability of AT&T to BellSouth during any Contract Year resulting from any and all causes shall not exceed the amount due and owing by AT&T to BellSouth during the Contract Year in which such cause arises or accrues.
- 10.3 Each party shall, to the greatest extent permitted by Applicable Law, include in its local switched service tariff (if it files one in a particular State) or in any State where it does not file a local service tariff, in an appropriate contract with its customers that relates to the Services and Elements provided under this Agreement, a limitation of liability (i) that covers the other Party to the same extent the first Party covers itself and (ii) that limits the amount of damages a customer may recover to the amount charged the applicable customer for the service that gave rise to such loss.
- 10.4 **No Consequential Damages** - NEITHER AT&T NOR BELLSOUTH SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTIES), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE, AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY AND SUCH OTHER PARTY'S SUBSIDIARIES AND AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY SUCH CLAIM. NOTHING CONTAINED IN THIS SECTION 10 SHALL LIMIT BELLSOUTH'S OR AT&T'S

LIABILITY TO THE OTHER FOR (i) WILLFUL OR INTENTIONAL MISCONDUCT (INCLUDING GROSS NEGLIGENCE); (ii) BODILY INJURY, DEATH OR DAMAGE TO TANGIBLE REAL OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY BELLSOUTH'S OR AT&T'S NEGLIGENT ACT OR OMISSION OR THAT OF THEIR RESPECTIVE AGENTS, SUBCONTRACTORS OR EMPLOYEES, NOR SHALL ANYTHING CONTAINED IN THIS SECTION 10 LIMIT THE PARTIES' INDEMNIFICATION OBLIGATIONS AS SPECIFIED HEREIN.

- 10.5 **Obligation to Indemnify** - Each Party shall, and hereby agrees to, defend at the other's request, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnitee") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third Party (a "Claim") (i) alleging any breach of any representation, warranty or covenant made by such indemnifying Party (the "Indemnifying Party") in this Agreement, (ii) based upon injuries or damage to any person or property or the environment arising out of or in connection with this Agreement that are the result of the Indemnifying Party's actions, breach of Applicable Law, or status of its employees, agents and subcontractors, or (iii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right, now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from AT&T or AT&T's Customer's use of the Services and Elements provided under this Agreement.
- 10.6 **Obligation to Defend; Notice; Cooperation** - Whenever a Claim shall arise for indemnification under this Section 10, the relevant Indemnitee, as appropriate, shall promptly notify the Indemnifying Party and request the Indemnifying Party to defend the same. Failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability that the Indemnifying Party might have, except to the extent that such failure prejudices the Indemnifying Party's ability to defend such Claim. The Indemnifying Party shall have the right to defend against such liability or assertion in which event the Indemnifying Party shall give written notice to the Indemnitee of acceptance of the defense of such Claim and the identity of counsel selected by the Indemnifying Party. Except as set forth below, such notice to the relevant Indemnitee shall give the Indemnifying Party full authority to defend, adjust, compromise or settle such Claim with respect to which such notice shall have been given, except to the extent that any compromise or settlement shall prejudice the Intellectual Property Rights of the relevant Indemnitees. The

Indemnifying Party shall consult with the relevant Indemnitee prior to any compromise or settlement that would affect the Intellectual Property Rights or other rights of any Indemnitee, and the relevant Indemnitee shall have the right to refuse such compromise or settlement and, at the refusing Party's or refusing Parties' cost, to take over such defense, provided that in such event the Indemnifying Party shall not be responsible for, nor shall it be obligated to indemnify the relevant Indemnitee against, any cost or liability in excess of such refused compromise or settlement. With respect to any defense accepted by the Indemnifying Party, the relevant Indemnitee shall be entitled to participate with the Indemnifying Party in such defense if the Claim requests equitable relief or other relief that could affect the rights of the Indemnitee and also shall be entitled to employ separate counsel for such defense at such Indemnitee's expense. In the event the Indemnifying Party does not accept the defense of any indemnified Claim as provided above, the relevant Indemnitee shall have the right to employ counsel for such defense at the expense of the Indemnifying Party. Each Party agrees to cooperate and to cause its employees and agents to cooperate with the other Party in the defense of any such Claim and the relevant records of each Party shall be available to the other Party with respect to any such defense.

11. **Audits and Inspections**

11.1 For carrier billing purposes, the Parties have agreed pursuant to Section 12 of Attachment 6, to create a process for pre-bill certification. Until such time as that process is in place, the audit process provided in Section 11.1 shall apply.

11.1.1 Subject to BellSouth's reasonable security requirements and except as may be otherwise specifically provided in this Agreement, AT&T may audit BellSouth's books, records and other documents once in each Contract Year for the purpose of evaluating the accuracy of BellSouth's billing and invoicing. AT&T may employ other persons or firms for this purpose. Such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to BellSouth.

11.1.2 BellSouth shall promptly correct any billing error that is revealed in an audit, including making refund of any overpayment by AT&T in the form of a credit on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.

11.1.3 BellSouth shall cooperate fully in any such audit, providing reasonable access to any and all appropriate BellSouth employees and books, records and other documents reasonably necessary to assess the accuracy of BellSouth's bills.

- 11.1.4 AT&T may audit BellSouth's books, records and documents more than once during any Contract Year if the previous audit found previously uncorrected net variances or errors in invoices in BellSouth's favor with an aggregate value of at least two percent (2%) of the amounts payable by AT&T for Services and Elements or Combinations provided during the period covered by the audit.
- 11.1.5 Audits shall be at AT&T's expense, subject to reimbursement by BellSouth in the event that an audit finds an adjustment in the charges or in any invoice paid or payable by AT&T hereunder by an amount that is, on an annualized basis, greater than two percent (2%) of the aggregate charges for the Services and Elements during the period covered by the audit.
- 11.1.6 Upon (i) the discovery by BellSouth of overcharges not previously reimbursed to AT&T or (ii) the resolution of disputed audits, BellSouth shall promptly reimburse AT&T the amount of any overpayment times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date of overpayment to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.
- 11.2 Subject to reasonable security requirements, either Party may audit the books, records and other documents of the other for the purpose of evaluating usage pertaining to transport and termination of local traffic. Where such usage data is being transmitted through CABS, the audit shall be conducted in accordance with CABS or other applicable requirements approved by the appropriate State Commission. If data is not being transferred via CABS, either Party may request an audit for such purpose once each Contract Year. Either Party may employ other persons or firms for this purpose. Any such audit shall take place no later than thirty (30) days after notice thereof to the other Party.
- 11.2.1 Either Party shall promptly correct any reported usage error that is revealed in an audit, including making payment of any underpayment after the Parties have agreed upon the accuracy of the audit results. Any Disputes concerning audit results shall be resolved pursuant to the Alternate Dispute Resolution procedures described in Section 16 of the General Terms and Conditions and Attachment 1.
- 11.2.2 The Parties shall cooperate fully in any such audit, providing reasonable access to any and all appropriate employees and books, records and other documents reasonably necessary to assess the usage pertaining to transport and terminating of local traffic.

12. **Performance Measurement**

12.1 In providing Services and Elements, BellSouth will provide AT&T with the quality of service BellSouth provides itself and its end-users. BellSouth's performance under this Agreement shall provide AT&T with the capability to meet standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law or its own internal procedures. BellSouth shall satisfy all service standards, measurements, and performance requirements set forth in the Agreement and the measurements specified in Attachment 12 of this Agreement. Any conflict between the standards, measurements, and performance requirements BellSouth provides itself and the standards, measurements and performance requirements set forth in Attachment 12 shall be resolved in favor of the higher standard, measurement and performance.

12.2 The Parties acknowledge that the need will arise for changes to the measurements specified in Attachment 12 during the term of this Agreement. Such changes may include the addition or deletion of measurements or a change in the performance standard for any particular metric, as well as the provision of target performance levels, as set forth in Attachment 12. Unless otherwise specified in Attachment 12, the parties agree to review all measurements on a quarterly basis to determine if any changes are appropriate, and may include the provision to AT&T of any additional measurements BellSouth may provide itself.

12.3 The Parties agree to monitor actual performance on a monthly basis and, if the Parties conclude it is required, develop a process improvement plan to improve quality of service provided as measured by the performance measurements, if necessary. Such a plan shall be developed where BellSouth's performance falls below either the level of performance it provides itself or the level of performance required in Attachment 12.

13. **DELETED**

14. **Force Majeure**

14.1 Neither Party shall be liable for any delay or failure in performance of any part of this Agreement caused by a Force Majeure condition, including acts of the United States of America or any state, territory or political subdivision thereof, acts of God or a public enemy, fires, floods, disputes, freight embargoes, strikes, earthquakes, volcanic actions, wars, civil disturbances, or other causes beyond the reasonable control of the Party claiming excusable delay or other failure to perform. Force Majeure shall not include acts of any Governmental Authority relating to environmental, health or safety conditions at Work Locations. If any Force Majeure condition occurs, the Party whose

performance fails or is delayed because of such Force Majeure condition shall give prompt notice to the other Party, and upon cessation of such Force Majeure condition, shall give like notice and commence performance hereunder as promptly as reasonably practicable.

14.2 Notwithstanding Subsection 1, no delay or other failure to perform shall be excused pursuant to this Section 14 by the acts or omission of a Party's

subcontractors, material persons, suppliers or other third persons providing products or services to such Party unless: (i) such acts or omissions are themselves the product of a Force Majeure condition, (ii) such acts or omissions do not relate to environmental, health or safety conditions at Work Locations and, (iii) unless such delay or failure and the consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. Notwithstanding the foregoing, this Section 14 shall not excuse failure or delays where BellSouth is required to implement Disaster Recovery plans to avoid such failures and delays in performance.

15. **Certain Federal, State and Local Taxes**

15.1 **Definition** For purposes of this Section 15, the terms "taxes" and "fees" shall include but not be limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed on, or sought to be imposed, either of the parties and measured by the charges or payments, for the services furnished hereunder, excluding any taxes levied on income.

15.2 **Taxes And Fees Imposed Directly On Either Seller Or Purchaser**

15.2.1 Taxes and fees imposed on the providing Party, which are neither permitted nor required to be passed on by the providing Party to its Customer, shall be borne and paid by the providing Party.

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

15.3 **Taxes And Fees Imposed On Purchaser But Collected And Remitted By Seller**

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

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

- 15.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not lawfully due, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be lawfully due, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In the event that such contest must be pursued in the name of the providing Party, the providing Party shall permit the purchasing Party to pursue the contest in the name of providing Party and providing Party shall have the opportunity to participate fully in the preparation of such contest. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 15.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency or such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereof, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are reasonably and necessarily incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 15.4 **Taxes And Fees Imposed On Seller But Passed On To Purchaser**

- 15.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its Customer, shall be borne by the purchasing Party.
- 15.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 15.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee and with respect to whether to contest the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain responsibility for determining whether and to what extent any such taxes or fees are applicable. The providing Party shall further retain responsibility for determining whether and how to contest the imposition of such taxes or fees, provided, however, the Parties agree to consult in good faith as to such contest and that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense. In the event that such contest must be pursued in the name of the providing Party, providing Party shall permit purchasing Party to pursue the contest in the name of the providing Party and the providing Party shall have the opportunity to participate fully in the preparation of such contest.
- 15.4.4 If, after consultation in accordance with the preceding Section 15.4.3, the purchasing Party does not agree with the providing Party's final determination as to the application or basis of a particular tax or fee, and if the providing Party, after receipt of a written request by the purchasing Party to contest the imposition of such tax or fee with the imposing authority, fails or refuses to pursue such contest or to allow such contest by the purchasing Party, the purchasing Party may utilize the dispute resolution process outlined in Section 16 of the General Terms and Conditions of this Agreement and Attachment 1. Utilization of the dispute resolution process shall not relieve the purchasing party from liability for any tax or fee billed by the providing Party pursuant to this subsection during the pendency of such dispute resolution proceeding. In the event that the purchasing Party prevails in such dispute resolution proceeding, it shall be entitled to a refund in accordance with the final decision therein. Notwithstanding the foregoing, if at any time prior to a final decision in such dispute resolution proceeding the providing Party initiates a contest with the imposing authority with respect to any of the issues involved in such dispute resolution proceeding, the dispute resolution proceeding shall be dismissed as to such common issues and the final decision rendered in the contest with the imposing authority shall control as to such issues.

- 15.4.5 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee with the imposing authority, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 15.4.6 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 15.4.7 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 15.4.8 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority, such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.

15.5 **Mutual Cooperation**

In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest. Each Party agrees to indemnify and hold harmless the other Party from and against any losses, damages, claims, demands, suits, liabilities, and expenses, including reasonable attorney's fees, that arise out of its failure to perform its obligations under this Section.

16. **Alternative Dispute Resolution**

- 16.1 All disputes, claims or disagreements (collectively "Disputes") arising under or related to this Agreement or the breach hereof shall be resolved in accordance with the procedures set forth in Attachment 1, except: (i) disputes arising pursuant to Attachment 6, Connectivity Billing; and (ii) disputes or matters for which the Telecommunications Act of 1996 specifies a particular remedy or procedure. Disputes involving matters subject to the Connectivity Billing

provisions contained in Attachment 6, shall be resolved in accordance with the Billing Disputes section of Attachment 6. In no event shall the Parties permit the pendency of a Dispute to disrupt service to any AT&T Customer contemplated by this Agreement. The foregoing notwithstanding, neither this Section nor Attachment 1 shall be construed to prevent either Party from seeking and obtaining temporary equitable remedies, including temporary restraining orders. A request by a Party to a court or a regulatory authority for interim measures or equitable relief shall not be deemed a waiver of the obligation to comply with Attachment 1.

17. **Notices**

Any notices or other communications required or permitted to be given or delivered under this Agreement shall be in hard-copy writing (unless otherwise specifically provided herein) and shall be sufficiently given if delivered personally or delivered by prepaid overnight express service to the following (unless otherwise specifically required by this Agreement to be delivered to another representative or point of contact):

If to AT&T:

Pamela A. Nelson
Vendor Management
AT&T
1200 Peachtree St., N.E.
Atlanta, GA 30309

If to BellSouth:

Randy Jenkins
Interconnection Services
Suite 410
1960 W. Exchange Place
Tucker, GA 30064

Either Party may unilaterally change its designated representative and/or address for the receipt of notices by giving seven (7) days prior written notice to the other Party in compliance with this Section. Any notice or other communication shall be deemed given when received.

18. **Confidentiality and Proprietary Information**

18.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient. All information which is disclosed by one Party to the other in connection with this Agreement shall automatically be deemed proprietary to the Discloser and subject to this Agreement, unless otherwise

confirmed in writing by the Discloser. In addition, by way of example and not limitation, all orders for Services and Elements placed by AT&T pursuant to this Agreement, and information that would constitute Customer Proprietary Network pursuant to the Act and the rules and regulations of the Federal Communications Commission, and Recorded Usage Data as described in Attachment 7, whether disclosed by AT&T to BellSouth or otherwise acquired by BellSouth in the course of the performance of this Agreement, shall be deemed Confidential Information of AT&T for all purposes under this Agreement.

- 18.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure with at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser's Confidential Information to a third Party agent or consultant, the agent or consultant must have executed a written agreement of non-disclosure and non-use comparable in scope to the terms of this Section.
- 18.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies shall bear the same copyright and proprietary rights notices as are contained on the original.
- 18.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information, except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 18.5 The Recipient shall have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (b) after it becomes publicly known or available through no breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party shall have the right to disclose Confidential Information to

any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any mediation, arbitration or approval of this Agreement or in any proceedings concerning the provision of interLATA services by BellSouth that are or may be required by the Act. Additionally, the Recipient may disclose Confidential Information if so required by law, a court, or governmental agency, so long as the Discloser has been notified of the requirement promptly after the Recipient becomes aware of the requirement. In all cases, the Recipient must undertake all lawful measures to avoid disclosing such information until Discloser has had reasonable time to seek and comply with a protective order that covers the Confidential Information to be disclosed.

- 18.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement shall survive such expiration or termination.
- 18.7 Except as otherwise expressly provided elsewhere in this Agreement, no license is hereby granted under any patent, trademark, or copyright, nor is any such license implied, solely by virtue of the disclosure of any Confidential Information.
- 18.8 Each Party agrees that the Discloser would be irreparably injured by a breach of this Agreement by the Recipient or its representatives and that the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of the provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

19. **Branding**

The Parties agree that the services offered by AT&T that incorporate Services and Elements made available to AT&T pursuant to this Agreement shall be branded as AT&T services, unless BellSouth determines to unbrand such Services and Elements for itself, in which event BellSouth may provide unbranded Services and Elements. AT&T shall provide the exclusive interface to AT&T Customers, except as AT&T shall otherwise specify. In those instances where AT&T requires BellSouth personnel or systems to interface with AT&T Customers, such personnel shall identify themselves as representing AT&T, and shall not identify themselves as representing BellSouth. Except for material provided by AT&T, all forms, business cards or other business materials furnished by BellSouth to AT&T Customers shall be subject to AT&T's prior review and approval. In no event shall BellSouth, acting on behalf of AT&T pursuant to this Agreement, provide information to AT&T local service Customers about BellSouth products or services. BellSouth

agrees to provide in sufficient time for AT&T to review and provide comments, the methods and procedures, training and approaches, to be used by BellSouth to assure that BellSouth meets AT&T's branding requirement. For installation and repair services, AT&T agrees to provide BellSouth with branded material at no charge for use by BellSouth ("Leave Behind Material"). AT&T will reimburse BellSouth for the reasonable and demonstrable costs BellSouth would otherwise incur as a result of the use of the generic leave behind material. BellSouth will notify AT&T of material supply exhaust in sufficient time that material will always be available. BellSouth may leave a generic card if BellSouth does not have an AT&T specific card available. BellSouth will not be liable for any error, mistake or omission, other than intentional acts or omissions or gross negligence, resulting from the requirements to distribute AT&T's Leave Behind Material.

20. **Directory Listings Requirements**

20.1 BellSouth shall make available to AT&T, for AT&T subscribers, non-discriminatory access to its telephone number and address directory listings ("Directory Listings"), under the below terms and conditions. In no event shall AT&T subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

20.1.1 **DELETED**

20.1.2 **DELETED**

20.1.3 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 13: (1) listings shall be included in the appropriate White Pages or local alphabetical directories (including Foreign Language directories as appropriate), via the BellSouth ordering process, (basic listing shall be at no charge to AT&T or AT&T's subscribers); (2) AT&T's business subscribers' listings shall also be included in the appropriate Yellow Pages or local classified directories, via the BellSouth ordering process, at no charge to AT&T or AT&T's subscribers; (3) copies of such directories shall be delivered by BAPCO to AT&T's subscribers; (4) AT&T will sell enhanced White Pages Listings to AT&T subscribers and BellSouth shall provide the enhanced White Listings; and (5) Yellow Pages Advertising will be sold and billed to AT&T subscribers.

20.1.4 BAPCO will provide AT&T the necessary publishing information to process AT&T's subscribers directory listings requests including, but not limited to:

1. Classified Heading Information

2. Telephone Directory Coverage Areas by NPA/NXX
3. Publishing Schedules
4. Processes for Obtaining Foreign Directories
5. Information about Listing AT&T's Customer Services, including telephone numbers, in the Customer Call Guide Pages.

20.2 BellSouth will provide AT&T the proper format for submitting subscriber listings as outlined in the OLEC Handbook. BellSouth and BAPCO will accord AT&T's directory listing information the same level of confidentiality that BellSouth and BAPCO accord BellSouth's and BAPCO'S 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.

20.3 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.

20.4 **DELETED**

21. **Subscriber List Information/Local Number Portability**

21.1 **DELETED**

21.2 BellSouth shall refer any requests from third parties for AT&T's Subscriber List Information to AT&T.

21.3 Local Number Portability shall be provided as set forth in Attachment 8.

21.A **Insurance Requirements**

At all times during the term of this Agreement, each Party shall maintain, at its own expense, (i) all insurance required by applicable Law including insurance and approved self insurance for statutory workers compensation coverage and (ii) commercial general liability coverage in the amount of not less than ten million dollars (\$10,000,000) or a combination of commercial general liability and excess/umbrella coverage totaling ten million dollars (\$10,000,000). Upon request from the other Party, each Party shall furnish the other Party with certificates of insurance which evidence the minimum levels of insurance set forth herein. Each Party may satisfy all or part of the coverage specified herein through self insurance. Each Party shall give the other Party at least thirty (30)

days advance written notice of any cancellation or non-renewal of insurance required by this Section.

21.B Costs

Except as otherwise specified in this Agreement, the Act, or any Commission order, each Party shall be responsible for all costs and expenses that it incurs to comply with its obligations under this Agreement.

21.B.1 DELETED

21.C Pre-Ordering Information

21.C.1 BellSouth shall provide AT&T with access on a real-time basis via electronic interfaces to all services and features technically available from each switch, by switch CLLI and access to street address detail for the provisioning of a service request. This information is currently contained in BellSouth's Regional Street Address Guide ("RSAG") and Products and Services Inventory Management (P/SIMS).

21.C.2 If AT&T dials in, AT&T will obtain from BellSouth a security card featuring a unique password identification which will be changed periodically by BellSouth. 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.

21.C.3 AT&T acknowledges that (i) this information is provided for the limited purposes of facilitating the establishment of new Customer accounts and identifying services and features available in specific BellSouth central offices. AT&T agrees that it will not sell or otherwise transfer such information to any third Party for any purpose whatsoever without the prior written consent of BellSouth; (ii) BellSouth does not warrant that services provided under this Section will be uninterrupted or error free. In the event of interruptions, delays, errors or other failure of the services, BellSouth's obligation shall be limited to using reasonable efforts under the circumstances to restore the services. BellSouth shall have no obligation to retrieve or reconstruct any transmitted messages or transmission data which may be lost or damaged. AT&T is responsible for providing back-up for data deemed by BellSouth to be necessary to its operations; (iii) the services provided under this Section are provided "As Is." BellSouth 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.

21.D Disaster Recovery

BellSouth and AT&T agree to jointly develop and implement a detailed service restoration plan and disaster recovery plan to be in effect by December 31, 1997. A joint task team will commence development no later than November 1, 1996, for implementation throughout 1997 reaching full deployment by December 31, 1997.

Such plans shall incorporate BellSouth Emergency Contingency Plans for Residence and Business Repair Centers. The Plans shall conform to the FCC Restoration Guidelines, to the National Security Emergency Preparedness ("NSEP") procedures and adhere to the guidelines developed by the Telecommunications Service Priority ("TSP") System office within the National Communications System ("NCS") Agency.

In developing the plans, the team will address the following AT&T proposed terms: (i) provision for immediate notification to AT&T via the Electronic Interface, to be established pursuant to Section 3 of Attachment 6 of the Agreement, of the existence, location, and source of any emergency network outage affecting AT&T Customers; (ii) establishment of a single point of contact responsible for initiating and coordinating the restoration of all Local Services and Network Elements or Combinations; (iii) establishment of procedures to provide AT&T with real-time access to information relating to the status of restoration efforts and problem resolution during the restoration process; (iv) provision of an inventory and description of mobile restoration equipment by locations; (v) establishment of methods and procedures for the dispatch of mobile equipment to the restoration site; (vi) establishment of methods and procedures for re-provisioning all Services and Elements, after initial restoration; (vii) provision for equal priority, as between AT&T Customers and BellSouth Customers, for restoration efforts, consistent with FCC Service Restoration guidelines, including, but not limited to, deployment of repair personnel and access to spare parts and components; and (viii) establishment of a mutually agreeable process for escalation of maintenance problems, including a complete, up-to-date list of responsible contacts, available twenty-four (24) hours per day, seven (7) days per week.

Such plans shall be modified and updated as necessary. For purposes of this Section, an emergency network outage is defined as 5,000 or more blocked call attempts in a ten (10) minute period in a single exchange.

In the event the Parties are unable to reach agreement on either plan, the matter shall be resolved pursuant to Section 16 and Attachment 1 of this Agreement.

22. Miscellaneous

22.1 **Delegation or Assignment**

BellSouth may not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of AT&T which will not be unreasonably withheld. Notwithstanding the foregoing, BellSouth may assign its rights and benefits and delegate its duties and obligations under this Agreement without the consent of AT&T to a 100 percent owned Affiliate company of BellSouth if such Affiliate provides wireline communications, provided that the performance of any such assignee is guaranteed by the assignor. Any prohibited assignment or delegations shall be null and void.

22.2 **Subcontracting**

If any Party's obligation under this Agreement is performed by a subcontractor or Affiliate, the Party subcontracting the obligation nevertheless shall remain fully responsible for the performance of this Agreement in accordance with its terms, and shall be solely responsible for payments due its subcontractors or Affiliate. In entering into any contract, subcontract or other agreement for the performance of any obligation under this Agreement, the Party shall not enter into any agreement that it would not enter into if the supplier was performing services directly for said Party.

22.3 **Nonexclusive Remedies**

Except as otherwise expressly provided in this Agreement, each of the remedies provided under this Agreement is cumulative and is in addition to any remedies that may be available at law or in equity.

22.4 **No Third-Party Beneficiaries**

Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third Parties with any remedy, claim, liability, reimbursement, cause of action, or other privilege.

22.5 **Referenced Documents**

Whenever any provision of this Agreement refers to a technical reference, technical publication, AT&T Practice, BellSouth Practice, any publication of telecommunications industry administrative or technical standards, or any other document specifically incorporated into this Agreement, it will be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of such document that is in effect, and will include the most recent version or edition (including any amendments, supplements, addenda, or successors) of each document incorporated by reference in such a technical reference, technical publication, AT&T Practice, BellSouth Practice, or publication of industry standards (unless AT&T elects otherwise). Should there be an inconsistency between or among publications

or standards, the Parties shall mutually agree upon which requirement shall apply. If the Parties cannot reach agreement, the matter shall be handled pursuant to Attachment 1 of this Agreement.

22.6 **Applicable Law**

The validity of this Agreement, the construction and enforcement of its terms, and the interpretation of the rights and duties of the Parties shall be governed by the laws of the State of Florida other than as to conflicts of laws, except insofar as federal law may control any aspect of this Agreement, in which case federal law shall govern such aspect. The Parties submit to personal jurisdiction in Atlanta, Georgia, and waive any objections to a Georgia venue.

22.7 **Publicity and Advertising**

Neither Party shall publish or use any advertising, sales promotions or other publicity materials that use the other Party's logo, trademarks or service marks without the prior written approval of the other Party.

22.8 **Amendments or Waivers**

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, shall be effective unless the same is in writing and signed by an officer of the Party against whom such amendment, waiver or consent is claimed. In addition, no course of dealing or failure of a Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

22.9 **Severability**

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly; provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions.

22.10 **Entire Agreement**

This Agreement, which shall include the Attachments, Appendices and other documents referenced herein, constitutes the entire Agreement between the

Parties concerning the subject matter hereof and supersedes any prior agreements, representations, statements, negotiations, understandings, proposals or undertakings, oral or written, with respect to the subject matter expressly set forth herein.

22.11 Survival of Obligations

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

22.12 Executed in Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original; but such counterparts shall together constitute one and the same instrument.

22.13 Headings of No Force or Effect

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

Part I: Local Services Resale

23. Telecommunications Services Provided for Resale

23.1 At the request of AT&T, and pursuant to the requirements of the Act, BellSouth will make available to AT&T for resale (see Section 24.3 of Part 1) any Telecommunications Service that BellSouth currently provides, or may offer hereafter. BellSouth shall also provide Support Functions and Service Functions, as set forth in Sections 27 and 28 of this Part. The Telecommunications Services, Service Functions and Support Functions provided by BellSouth to AT&T pursuant to this Agreement are collectively referred to as "Local Service."

23.2 This Part describes several services which BellSouth shall make available to AT&T for resale pursuant to this Agreement. This list of services is neither all inclusive nor exclusive. All Telecommunications Services of BellSouth which are to be offered for resale pursuant to the Act are subject to the terms herein, even though they are not specifically enumerated or described.

23.2.1 **Features and Functions Subject to Resale**

BellSouth agrees to make available for resale all features and functions available in connection with Telecommunications Services, including but not limited to the following:

- Dial tone and ring
- Capability for either dial pulse or touch tone recognition
- Capability to complete calls to any location
- Same extended local calling area
- 1+ IntraLATA toll calling
- PIC 1+ service
- CIC dialing (10 XXXX)
- Same access to vertical features and functions
- Call detail recording capability required for end user billing
- Flat and Measured Service
- International Calling
- 911, 500, 700, 800, 888, 900, 976 dialing
- Ringling
- Repeat dial capability
- Multi-line hunting
- PBX trunks and DID service

23.3 BellSouth will provide AT&T with at least the capability to provide an AT&T Customer the same experience as BellSouth provides its own Customers with respect to all Local Services. The capability provided to AT&T by BellSouth shall be in accordance with standards or other measurements that are at least

equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.

24. **General Terms and Conditions for Resale**

24.1 **Primary Local Exchange Carrier Selection**

BellSouth shall apply the principles set forth in Section 64.1100 of the Federal Communications Commission Rules, 47 C.F.R. §64.1100, to the process for end-user selection of a primary local exchange carrier. BellSouth shall not require a disconnect order from the Customer, another carrier, or another entity, in order to process an AT&T order for Local Service for a Customer.

24.2 **Pricing**

The prices charged to AT&T for Local Service are set forth in Part IV of this Agreement.

24.3 **Restrictions on Resale**

With the exception of short-term promotions, defined as those promotions that are offered for a ninety (90) day period or less and which are not offered on a consecutive basis, BellSouth shall offer for resale at wholesale prices all telecommunications services that BellSouth provides at retail to non-telecommunications carriers, including governmental bodies and information providers. Short-term promotions may be resold at the retail rate. Long term promotions, defined as those promotions that are offered for more than a ninety (90) day period, may be resold at the tariff rate less the wholesale discount.

No terms and conditions, including use and user restrictions, shall be applicable to the resale of BellSouth's telecommunications services except for:

- (i) a restriction on the resale of residential service to residential customers;
- (ii) LifeLine/Link-up services shall be available for resale by AT&T only to those customers who are eligible to purchase such service directly from BellSouth;
- (iii) All grandfathered services are available for resale by AT&T to those customers or subscribers who already have grandfathered status; and
- (iv) N11/E911/911 services shall be available for resale by AT&T.

24.3.1 **Dialing Parity**

24.3.1.1 BellSouth agrees that AT&T Customers will experience the same dialing parity as BellSouth's Customers, such that, for all call types: (i) an AT&T Customer is not required to dial any greater number of digits than a BellSouth Customer; (ii) the post-dial delay (time elapsed between the last digit dialed and the first network response), call completion rate and transmission quality experienced by an AT&T Customer is at least equal in quality to that experienced by a BellSouth Customer; and (iii) the AT&T Customer may retain its local telephone number.

24.3.2 **Changes in Retail Service**

24.3.2.1 BellSouth agrees to notify AT&T electronically of any changes in the terms and conditions under which it offers Telecommunications Services to subscribers who are non-telecommunications carriers, including, but not limited to, the introduction or discontinuance of any features, functions, services or promotions, at least forty-five (45) days prior to the effective date of any such change or concurrent with BellSouth's internal notification process for such change, whichever is earlier. AT&T recognizes that certain revisions may occur between the time BellSouth notifies AT&T of a change pursuant to this Section and BellSouth's tariff filing of such change. BellSouth shall notify AT&T of such revisions consistent with BellSouth's internal notification process but AT&T accepts the consequences of such mid-stream changes as an uncertainty of doing business and, therefore, will not hold BellSouth responsible for any resulting inconvenience or cost incurred by AT&T unless caused by the intentional misconduct of BellSouth for the purposes of this section. The notification given pursuant to this Section will not be used by either party to market its offering of such changed services externally in advance of BellSouth filing of any such changes.

24.3.2.2 BellSouth agrees to notify AT&T electronically of proposed price changes at least thirty (30) days prior to the effective date of any such price change.

24.3.2.3 BellSouth agrees to use electronic mail to notify AT&T of any operational changes within at least six (6) months before such changes are proposed to become effective and within twelve months for any technological changes. If such operational or technological changes occur within the six or twelve month notification period, BellSouth will notify AT&T of the changes concurrent with BellSouth's internal notification process for such changes.

25. **Requirements for Specific Services**

25.1 **CENTREX Requirements**

At AT&T's option, AT&T may purchase CENTREX services. Where AT&T purchases such CENTREX services, AT&T may purchase the entire set of features, any single feature, or any combination of features which BellSouth has the capability to provide. BellSouth will provide AT&T with the same service levels and features of CENTREX Service provided by BellSouth to its end users. Requests by AT&T for CENTREX Service levels and features that are different from what BellSouth provides to its end users will be handled under the Bona Fide Request Process. The CENTREX service provided for resale will meet the following requirements:

- 25.1.1 All features and functions of CENTREX Service, whether offered under tariff or otherwise, shall be available to AT&T for resale, without any geographic or Customer class restrictions.
- 25.1.2 BellSouth's CENTREX Service may be used by AT&T to provide Local Service to AT&T's end users
- 25.1.3 BellSouth shall provide to AT&T a list which describes all CENTREX features and functions offered by BellSouth within ten (10) days of the Effective Date, and shall provide updates to said list as required by Section 24.3.2 of Part 1.
- 25.1.4 **DELETED**
- 25.1.5 AT&T may aggregate the CENTREX local exchange and IntraLATA traffic usage of AT&T Customers to qualify for volume discounts on the basis of such aggregated usage.
- 25.1.6 AT&T may aggregate multiple AT&T Customers on dedicated access facilities. AT&T may require that BellSouth suppress the need for AT&T Customers to dial "9" when placing calls outside the CENTREX System. When dedicated facilities are utilized, BellSouth will provide, upon AT&T's request, station ID or ANI, as well as FGD trunking.
- 25.1.7 AT&T may use remote call forwarding in conjunction with CENTREX Service to provide service to AT&T Local Service Customers residing outside of the geographic territory in which BellSouth provides local exchange service. In cases where existing BellSouth Customers choose AT&T for their local service provider, and where AT&T serves these Customers via CENTREX, in order that such Customers may keep the same phone number, BellSouth shall either move Customer's line and phone number to a CENTREX system, or use remote call forwarding to route Customer's old phone number to new CENTREX phone number. Not all features and functions will be compatible when remote call forwarding is utilized. In such cases, AT&T customers shall have the same functionality as BellSouth customers under the same circumstances.

25.1.8 **DELETED**

25.1.9 BellSouth shall make available to AT&T for resale, at no additional charge, intercom calling among all AT&T Customers who utilize resold CENTREX service where the AT&T Customers' numbers all reside in the same central office switch.

25.1.10 AT&T may utilize BellSouth's Automatic Route Selection (ARS) service features to provision and route calls from various end users to various Interexchange Carriers (IXC) Networks.

25.2 **CLASS and Custom Features Requirements**

AT&T may purchase the entire set of CLASS and Custom features and functions, or a subset of any one or any combination of such features, on a Customer-specific basis, without restriction on the minimum or maximum number of lines or features that may be purchased for any one level of service. BellSouth shall provide to AT&T a list of all such CLASS and Custom features and functions within ten (10) days of the Effective Date and shall provide updates to such list when new features and functions become available.

25.3 **Voluntary Federal and State Customer Financial Assistance Programs**

Local Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body, include programs such as Voluntary Federal Customer Financial Assistance Program and Link-Up America ("Voluntary Federal Customer Financial Assistance Programs"). When a BellSouth Customer eligible for the Voluntary Federal Customer Financial Assistance Program or other similar state programs chooses to obtain Local Service from AT&T, BellSouth shall forward available information regarding such Customer's eligibility to participate in such programs to AT&T, in accordance with procedures to be mutually established by the Parties and applicable state and federal law.

25.4 **E911/911 Services**

BellSouth shall provide access to E911/911 in the same manner that it is provided to BellSouth Customers. BellSouth will enable AT&T Customers to have E911/911 call routing to the appropriate Public Safety Answering Point (PSAP). BellSouth shall provide and validate AT&T Customer information to the PSAP. BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the ALI/DMS (Automatic Location Identification/Database Management System) used to support E911/911 services.

25.4.1 **DELETED**

25.4.2 Telephone Relay Service

Where BellSouth provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a live operator read the message to a recipient and to type message recipient's response to the speech or hearing-impaired caller ("Telephone Relay Service"), BellSouth shall make such service available to AT&T at no additional charge, for use by AT&T Customers who are speech or hearing-impaired. If BellSouth maintains a record of Customers who qualify under any applicable law for Telephone Relay Service, BellSouth shall make such data available to AT&T as it pertains to AT&T Customers.

25.5 **Contract Service Arrangements ("CSAS")**

25.5.1 CSA's shall be available for resale at the wholesale discount.

25.5.2 If AT&T identifies a specific CSA, BellSouth shall provide AT&T a copy within ten (10) business days of AT&T's request.

25.6 **DELETED**

25.7 **DELETED**

25.8 **DELETED**

25.9 **DELETED**

25.10 **Nonrecurring Services**

25.10.1 BellSouth shall offer for resale all non-recurring services.

25.11 **Inside Wire Maintenance Service**

25.11.1 BellSouth shall provide Inside Wire Maintenance Service for resold services, but the resale discount will not apply.

25.12 **Pay Phone Service**

BellSouth shall offer for resale, at a minimum, the following pay phone services: Coin Line (currently sold as SmartLinesm), COCOT Line Coin (currently sold as Independent Payphone Provider (IPP) Line), and COCOT Line Coinless (currently sold as IPP Line Coinless). To the extent BellSouth demonstrates that it does not provide the payphone features and functionality requested by AT&T to BellSouth Customers, AT&T may request that BellSouth provide such functionality pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

Billed Number Screening
 Originating line screening
 Ability to "freeze" PIC selection
 One bill per line
 Point of demarcation at the Network Interface location
 Detailed billing showing all 1+ traffic on paper, diskette or
 electronic format
 Wire Maintenance option
 Touchtone service
 Option for listed or non-listed numbers
 Access to 911 service
 One directory per line
 Access to ANI Information
 Line and/or station monitoring and diagnostic routines

25.12.1 In addition, BellSouth shall offer for resale, at a minimum, the following features with its resold Coin Line service:

Access to all CO intelligence required to perform answer detection, coin
 collection, coin return, and disconnect.
Answer Detection
 Option to block all 1+ calls to international destinations
IntraLATA Call Timing
 Option of one way or two way service on line
Coin Refund and Repair Referral Service
 Ability to block any 1+ service that cannot be rated by the coin circuits
AT&T rate tables for local and intraLATA service
 Option of Flat Rate Service or Measured Service or both
 Protect against clip on fraud
 Protect against blue box fraud

25.12.2 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coin and COCOT Line Coinless services:

Ability to keep existing serving telephone numbers if cutover to AT&T
Resale Line
 Option of One Way or Two Way service on the line
 Option of Flat Rate Service or Measured Service or both

25.12.3 BellSouth shall offer for resale, at a minimum, the following feature with its COCOT Line Coin service:

Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+
 international, 1+900, N11, 976
 Option to block all 1-700 and 1-500 calls
 Line side supervision option

25.12.4 BellSouth shall offer for resale, at a minimum, the following features with its COCOT Line Coinless service:

Blocking for 1+ international, 10XXXX1+ international, 101XXXX1+ international, 1+900, N11, 976, 7 or 10 digit local, 1+DDD

25.12.5 BellSouth shall offer for resale, at a minimum, the following features with its SemiPublic Coin service:

Ability to keep existing serving telephone numbers if cutover to AT&T
 Touchtone Service
 Option for listed, nonlisted, or non published numbers
 Provision 911 service
 Access to ANI information
 Access to all CO intelligence required to perform answer supervision, coin collect, coin return and disconnect
 Far end disconnect recognition
 Call timing
 PIC protection for all 1+local, interLATA, and intraLATA traffic
 Same call restrictions as available on BellSouth phones for interLATA, international, intraLATA, and local calling
 One bill per line
 Detailed billing showing all 1+ traffic in paper or electronic format
 Option to have enclosure installed with set
 One directory per line installed
 Install the station to at least BellSouth standards
 Ability to block any 1+ service that cannot be rated by the coin circuits
 AT&T to be the PIC for local and intraLATA calls
 Option to block all 1+ international calls
 Option of one way or two way service
 Wire Maintenance option
 AT&T rate tables for local and intraLATA service
 Option to have BellSouth techs collect, count, and deposit vault contents on behalf of AT&T
 Monitor vault contents for slugs and spurious non-US currency or theft and notify AT&T of discrepancies
 Station or enclosure equipment should only bear the name/brand designated by AT&T on the order form
 Protect against clip on fraud
 Protect against red box fraud
 Protect against blue box fraud
 Provide option for use of "bright" station technology including debit cards
 Provide revenue, maintenance, collection reports as specified by

AT&T on order form on a periodic basis in paper or electronic format

- 25.12.6 BellSouth shall provide the following features for Coin Line, SemiPublic Coin, COCOT Line Coin, and COCOT Line Coinless services:
- Blocking of inbound international calls
 - Point of demarcation at the set location
 - Special screen codes unique to AT&T and/or its Customers
 - Single Point of Contact for bills and orders dedicated to Public
 - Service outage transfers to AT&T help center
 - Access to AT&T Directory Assistance
 - Access to AT&T's Network Access Interrupt
 - Use AT&T branded invoice
 - Provide all information requested to ensure AT&T can bill for access line
 - Provide all information requested to ensure AT&T can bill for usage on the line
 - All calls originating from stations serviced by these lines should be routed to AT&T lines, except where designated
- 25.13 **Voice Mail Service**
- 25.13.1 Where available to BellSouth's end users, BellSouth shall provide the following feature capabilities to allow for voice mail services:
- Station Message Desk Interface - Enhanced ("SMDI-E")
 - Station Message Desk Interface ("SMDI")
 - Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities
 - Call Forward on Busy/Don't Answer ("CF-B/DA")
 - Call Forward on Busy ("CF/B")
 - Call Forward Don't Answer ("CF/DA")
- 25.14 **Hospitality Service**
- 25.14.1 BellSouth shall provide all blocking, screening, and all other applicable functions available for hospitality lines.
- 25.15 **Blocking Service**
- 25.15.1 BellSouth shall provide blocking of 700, 900, and 976 services individually or in any combination upon request, including bill to third Party and collect calls, from AT&T on a line, trunk, or individual service basis at parity with what BellSouth provides its end users.
26. **DELETED**
- 26.1 **DELETED**

26.1.1 DELETED

26.1.2 DELETED

26.1.3 DELETED

26.1.4 DELETED

27. **Support Functions**

27.1 **Routing to Directory Assistance, Operator and Repair Services**

27.1.1 BellSouth shall make available to AT&T the ability to route:

27.1.1.1 Local Directory Assistance calls (411, (NPA) 555 1212) dialed by AT&T Customers directly to the AT&T Directory Assistance Services platform. Local Operator Services calls (0+, 0-) dialed by AT&T Customers directly to the AT&T Local Operator Services Platform. Such traffic shall be routed over trunk groups between BellSouth end offices and the AT&T Local Operator Services Platform, using standard Operator Services dialing protocols of 0+ or 0-.

27.1.1.2 611 repair calls dialed by AT&T Customers directly to the AT&T repair center.

27.1.2 Until a permanent industry solution exists for routing of traffic from BellSouth's local switch to other than BellSouth platforms, BellSouth will provide such routing using line class codes. BellSouth agrees to work with AT&T on a routing resource conservation program to relieve routing resource constraints to ensure that no switch exceeds 95% capacity of line class codes. BellSouth and AT&T shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing. BellSouth may reserve for itself an appropriate and reasonable number of line class codes for its own use.

27.1.3 All direct routing capabilities described herein shall permit AT&T Customers to dial the same telephone numbers for AT&T Directory Assistance, Local Operator Service and Repair that similarly situated BellSouth Customers dial for reaching equivalent BellSouth services.

27.1.4 BellSouth, no later than fifteen (15) days after the Effective Date, shall provide to AT&T, the emergency public agency (e.g., police, fire, ambulance) telephone numbers linked to each NPA-NXX. Such data will be compiled as an electronic flat file in a mutually agreed format and transmitted via either diskette or Network Data Mover. BellSouth will transmit to AT&T, in a timely manner, all changes, alterations, modifications and updates to such data base via the same method as the initial transfer.

27.2 **Operator Services - Interim Measures**

27.2.1 Where BellSouth is the provider of Directory Assistance service, BellSouth agrees to provide AT&T Customers with the same Directory Assistance available to BellSouth Customers. If requested by AT&T, BellSouth will provide AT&T Directory Assistance Service under the AT&T brand.

27.2.1.1 AT&T recognizes that BellSouth's providing to AT&T Directory Assistance Service under AT&T's brand may require additional costs to be incurred by BellSouth. BellSouth will charge AT&T for such branded Directory Assistance capability under the wholesale rate plus the reasonable and demonstrable costs necessary to implement AT&T's branding request.

27.2.2 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T's Customers:

- (1) Two Customer listings and/or addresses per AT&T Customer call.
- (2) Name and address to AT&T Customers upon request, except for unlisted numbers, in the same states where such information is provided to BellSouth Customers.
- (3) Upon request, call completion to the requested number for local and intraLATA toll calls, where this service is available.
- (4) Populate the listing database in the same manner and in the same time frame as if the Customer was a BellSouth Customer.
- (5) Any information provided by a Directory Assistance Automatic Response Unit (ARU) will be repeated the same number of times for AT&T Customers as for BellSouth's Customers.
- (6) Service levels will comply with Tennessee Regulatory Authority requirements for:
 - a) number of rings to answer
 - b) average work time
 - c) disaster recovery options.
- (7) Intercept service for Customers moving service will include:
 - a) referral to new number, either 7 or 10 digits
 - b) repeat of the new number twice on the referral announcement
 - c) repeat of the new recording twice.

27.2.3 BellSouth shall provide Operator Services to AT&T's Customers at the same level of service available to BellSouth end users.

27.2.4 **DELETED**

27.2.5 BellSouth agrees to provide AT&T Customers the same Operator Services available to BellSouth Customers, branded as required by Section 19.

27.2.6 Additionally, BellSouth warrants that such service will provide the following minimum capabilities to AT&T Customers:

- (1) Instant credit on calls, as provided to BellSouth Customers.
- (2) Routing of calls to AT&T when requested via existing Operator Transfer Service (OTS).
- (3) Busy Line Verification/Emergency Line Interrupt (BLV/ELI) services.
- (4) Emergency call handling.
- (5) Notification of the length of call.
- (6) Caller assistance for the disabled in the same manner as provided to BellSouth Customers.
- (7) Handling of collect calls: person to person and/or station to station.

27.3 **Busy Line Verification and Emergency Line Interrupt**

Where BellSouth does not route Operator Services traffic to AT&T's platform, BellSouth shall perform Busy Line Verification and Emergency Line Interrupt for AT&T on resold BellSouth lines. Where BellSouth routes Operator Services traffic to AT&T's platform, BellSouth shall provide BLV/ELI services when requested by AT&T Operators. AT&T and BellSouth shall work together to ensure that sufficient facilities exist to support increased BLV/ELI volume due to AT&T's presence as a Local Service provider. Specifically, BellSouth will engineer its BLV/ELI facilities to accommodate the anticipated volume of BLV/ELI requests during the Busy Hour. AT&T may, from time to time, provide its anticipated volume of BLV/ELI requests to BellSouth for planning purposes. In those instances when the BLV/ELI facilities/systems cannot satisfy forecasted volumes, BellSouth shall promptly inform AT&T, and the Parties shall work together to resolve capacity problems expediently.

27.4 **Access to the Line Information Database**

BellSouth shall use its service order process to update and maintain, on the same schedule that it uses for its end users, the AT&T Customer service information in the Line Information Database ("LIDB").

27.5 Telephone Line Number Calling Cards

Effective as of the date of an end-user's subscription to AT&T Service, BellSouth will terminate its existing telephone line number - based calling cards and remove any BellSouth-assigned Telephone Line Calling Card Number (including area code) ("TLN") from the LIDB. AT&T may issue a new telephone calling card to such Customer, utilizing the same TLN and enter such TLN in LIDB for calling card validation purposes via the service order process.

28. Service Functions

28.1 Electronic Interface

BellSouth shall provide real time electronic interfaces ("EI") for transferring and receiving Service Orders and Provisioning data and materials (e.g., access to Street Address Guide ("SAG") and Telephone Number Assignment database). These interfaces shall be administered through a gateway that will serve as a point of contact for the transmission of such data from AT&T to BellSouth, and from BellSouth to AT&T. The requirements and implementation of such a data transfer system shall be negotiated in good faith by the Parties as specified below and in Attachment 15 of this Agreement. AT&T and BellSouth agree to use best efforts to provide the Electronic Communications gateway described above as soon as practicable, but in no event later than the dates specified in Attachment 15. In addition, (i) BellSouth agrees to use its best efforts to carry out its responsibilities, and (ii) AT&T agrees to use its best efforts to carry out its responsibilities. AT&T and BellSouth have agreed on interim solutions described below and in Attachment 15 to address the Pre-ordering, Ordering and Provisioning interfaces. BellSouth warrants that such interim solutions shall provide AT&T Customers with the same level of service available to BellSouth Customers.

28.1.1 Pre-Ordering

28.1.1.1 DELETED

28.1.1.2 DELETED

28.1.1.3 BellSouth will supply AT&T with Interval Guide Job Aids to be used to determine service installation dates. BellSouth will implement an electronic interface to its Due Date Support Application (DSAP) by December 31, 1996 but no later than April 1, 1997.

28.1.1.4 BellSouth will reserve up to 100 telephone numbers per NPA-NXX at AT&T's request, for AT&T's sole use. BellSouth will provide additional numbers at AT&T's request in order that AT&T have sufficient numbers available to meet expected needs. The telephone number reservations made in this manner are valid for AT&T's assignment for ninety (90) days from the reservation date. BellSouth will make the telephone number reservations available to AT&T via diskette by no later than August 15, 1996 and by electronic file transfer no later October 15, 1996. BellSouth agrees to implement an electronic interface to improve this process by December 31, 1996, but no later than April 1, 1997.

28.1.1.5 BellSouth Local Carrier Service Center (LCSC) will assign vanity numbers and blocks of numbers for use with complex services including, but not limited to, DID and Hunting arrangements, as requested by AT&T, and documented in Work Center Interface agreements.

28.1.1.6 BellSouth will migrate all Pre-ordering functionality to the "Pre-Ordering" Electronic Communications Gateway by December 31, 1996, but no later than April 1, 1997. This migration effort shall be accomplished as described by BellSouth in its "Phase II interactive solution" report to the Georgia Public Service Commission of July 21, 1996.

28.1.2 **Ordering**

28.1.2.1 BellSouth agrees to develop, and AT&T agrees to cooperate in the development of, a mutually acceptable Electronic Data Interchange (EDI) for ordering Local Services. The ordering process and related transactions, (i.e., order, confirmation, firm order commitments, supplements and completions) shall be via the EDI interface.

28.1.2.2 BellSouth agrees to implement the EDI interface to support processes for Local Services for residence POTS and features, business POTS and features and PBX trunks with Direct Inward Dialing by September 1, 1996. By December 15, 1996, all Local Services shall be available for ordering via EDI interface.

28.1.2.3 **DELETED**

28.2 **Work Order Processes**

28.2.1 BellSouth shall ensure that all work order processes used to provision Local Service to AT&T for resale meet the service parity requirements set forth in this part.

28.2.2 Prior to AT&T sending BellSouth the first Service Order, BellSouth and AT&T shall develop mutually agreed-upon escalation and expedite procedures to be employed at any point in the Service Ordering, Provisioning, Maintenance,

Billing and Customer Usage Data transfer processes to facilitate rapid and timely resolution of disputes. These procedures will be maintained in the Work Center Interface Agreements.

28.3 Point of Contact for the AT&T Customer

28.3.1 Except as otherwise provided in this Agreement, AT&T shall be the single and sole point of contact for all AT&T Customers.

28.3.2 DELETED

28.3.3 BellSouth shall ensure that all BellSouth representatives who receive inquiries regarding AT&T services when providing services on behalf of AT&T: (i) refer such inquiries to AT&T at a telephone number provided by AT&T; (ii) do not in any way disparage or discriminate against AT&T, or its products or services; and (iii) do not provide information about BellSouth products or services.

28.4 Single Point of Contact

28.4.1 Each Party shall provide the other Party with a single point of contact ("SPOC") for all inquiries regarding the implementation of this Part. Each Party shall accept all inquiries from the other Party and provide timely responses.

28.4.2 BellSouth Contact numbers will be kept current in the Work Center Interface Agreements.

28.5 Service Order

To facilitate the ordering of new service for resale or changes to such service to an AT&T Customer ("Service Order"), BellSouth shall provide AT&T's representative with real time access (as described in Section 28.1 of this Part 1) to BellSouth Customer information to enable the AT&T representative to perform the following tasks:

28.5.1 Obtain Customer profile information via telephone. Methods and procedures for this interim interface will be defined in a Work Center Interface Agreement.

28.5.2 Obtain information on all Telecommunication Services that are available for resale, including new services via an electronic file with feature and service information in each BellSouth switch.

28.5.3 BellSouth will provide AT&T with interactive direct order entry no later than March 31, 1997. Until this capability is available, BellSouth agrees to establish the Local Carrier Service Center (LCSC) as the SPOC for order entry. Orders will be received at the LCSC via the EDI interface. BellSouth agrees to enter

the Service Order promptly on receipt and provide Firm Order Confirmation (FOC) within 24 hours of receipt of a correct Local Service Request.

- 28.5.4 BellSouth will provide AT&T with on line access to telephone number reservations by December 31, 1996, but no later April 1, 1997. Until on line access is available via electronic interface, BellSouth agrees to provide AT&T with a ready supply of telephone numbers. The process for telephone number reservations is described in Section 28.1.1.4 of this Agreement.
- 28.5.5 BellSouth will provide AT&T with the capability to establish directory listings via the Service Order Process.
- 28.5.6 BellSouth will provide AT&T with the appropriate information and training materials (job aids) to assist AT&T work centers to determine whether a service call will be required on a service installation. These job aids are to be the same information available to BellSouth employees.
- 28.5.7 BellSouth will provide AT&T on line ability to schedule dispatch and by December 31, 1996 but no later than April 1, 1997. Until on line access is available, BellSouth agrees to provide AT&T with interval guides for BellSouth services.
- 28.5.8 BellSouth will provide AT&T with the ability to order local service, local intraLATA toll service, and designate the end users' choice of primary intraLATA and interLATA Interexchange Carriers on a single unified order.
- 28.5.9 BellSouth will suspend, terminate or restore service to an AT&T Customer at AT&T's request.
- 28.6 **Provisioning**
- 28.6.1 **DELETED**
- 28.6.1.1 **DELETED**
- 28.6.1.2 **DELETED**
- 28.6.1.3 **DELETED**
- 28.6.1.4 **DELETED**
- 28.6.1.5 **DELETED**
- 28.6.2 BellSouth shall provide AT&T with service status notices, within mutually agreed-upon intervals. Such status notices shall include the following:

- 28.6.2.1 Firm order confirmation, including service availability date and information regarding the need for a service dispatch for installation.
- 28.6.3 BellSouth will provide AT&T with on-line notice of service installation by no later than March 31, 1997. Until this capability is available, BellSouth will provide AT&T with completion information on a daily basis for all types of Service Orders. BellSouth will utilize the EDI interface to transmit that data to AT&T. If an installation requires deviation from the Service Order in any manner, or if an AT&T Customer requests a service change at the time of installation, BellSouth will call AT&T in advance of performing the installation for authorization. BellSouth will provide to AT&T at that time an estimate of additional labor hours and/or materials required for that installation. After installation is completed, BellSouth will immediately inform AT&T of actual labor hours and/or materials used.
- 28.6.4 BellSouth will provide AT&T with on-line information exchange for Service Order rejections, Service Order errors, installation jeopardies and missed appointments by no later than March 31, 1997, until this capability is available, BellSouth agrees to:
- 28.6.4.1 Use its best efforts to notify AT&T via telephone of any Service Order rejections or errors within one hour of receipt;
- 28.6.4.2 Confirm such telephone notices in writing via facsimile at the end of each business day; and
- 28.6.4.3 BellSouth shall promptly notify AT&T via telephone if an installation or service appointment is in jeopardy of being missed.
- 28.6.4.4 The notification process will be described further in the Work Center Interface agreement between AT&T and BellSouth.
- 28.6.5 **DELETED**
- 28.6.6 BellSouth will provide AT&T with on-line information on charges associated with necessary construction no later than March 31, 1997. Until this capability is available, BellSouth agrees that BellSouth's LCSC will promptly notify AT&T of any charges associated with necessary construction.
- 28.6.7 BellSouth will provide AT&T with on-line access to status information on Service Orders no later than March 31, 1997. Until this capability is available, BellSouth agrees to provide status at the following critical intervals: acknowledgment, firm order confirmation, and completion on Service Orders. In addition, BellSouth Local Carrier Service Center will provide AT&T with status, via telephone, upon request.

- 28.6.8 BellSouth will perform all pre-service testing on resold Local Services.
- 28.6.9 Where BellSouth provides installation and the AT&T Customer requests a service change at the time of installation, BellSouth shall immediately notify AT&T at the telephone number on the Service Order of that request. The BellSouth technician should notify AT&T in the presence of the AT&T Customer so that AT&T can negotiate authorization to install the requested services directly with that Customer and the technician, and revise appropriate ordering documents as necessary.
- 28.6.10 To ensure that AT&T's Customers have the same ordering experience as BellSouth's Customers:
- 28.6.10.1 BellSouth shall provide AT&T with the capability to have AT&T's Customer orders input to and accepted by BellSouth's Service Order Systems outside of normal business hours, twenty-four (24) hours a day, seven (7) days a week, the same as BellSouth's Customer orders received outside of normal business orders are input and accepted.
- 28.6.10.2 Such ordering and provisioning capability shall be provided via an electronic interface, except for scheduled electronic interface downtime. Downtime shall not be scheduled during normal business hours and shall occur during times where systems experience minimum usage.
- 28.6.10.3 Until the Electronic Interface is available, BellSouth shall provide Local Carrier Service Center (LCSC) order entry capability to AT&T to meet the requirements set forth in Section 28.6.10.1 above.
- 28.6.11 BellSouth shall provide training for all BellSouth employees who may communicate with AT&T Customers, during the provisioning process. Such training shall conform to Section 19 of the General Terms and Conditions of this Agreement.
- 28.6.12 BellSouth will provide AT&T with the capability to provide AT&T Customers the same ordering, provisioning intervals, and level of service experiences as BellSouth provides to its own Customers, in accordance with standards or other measurements that are at least equal to the level that BellSouth provides or is required to provide by law and its own internal procedures.
- 28.6.13 BellSouth will maintain and staff an account team to support AT&T's inquiries concerning the ordering of local complex service and designed business services for local services resale. This team will provide information regarding all services, features and functions available, know the forms and additional information required beyond the standard local service request, assist AT&T in preparation of such orders, and coordinate within BellSouth.

- 28.6.14 BellSouth will provide AT&T with the information AT&T will need to certify Customers as exempt from charges, or eligible for reduced charges associated with the provisioning of new services, including but not limited to handicapped individuals, and certain governmental bodies and public institutions. BellSouth, when notified that an order for new service is exempt in some fashion, will not bill AT&T.
- 28.6.15 BellSouth will provide the same intercept treatment and transfer of service announcements to AT&T's Customers as BellSouth provides to its own end users without any branding.
- 28.6.16 BellSouth will provide AT&T with appropriate notification of all area transfers with line level detail 120 days before service transfer, and will also notify AT&T within 120 days before such change of any LATA boundary changes, or within the time frame required by an approving regulatory body, if any.
- 28.6.17 BellSouth agrees to develop with AT&T's cooperation, mutually acceptable interface agreements between work centers regarding the exchange of information and process expectations.
- 28.6.18 BellSouth will suspend AT&T local Customers' service upon AT&T's request via the receipt of a Local Service Request. The service will remain suspended until such time as AT&T submits a Local Service Request requesting BellSouth to reactivate.
- 28.6.19 BellSouth will provide AT&T's end users the same call blocking options available to BellSouth's own end users.
- 28.6.20 BellSouth will work cooperatively with AT&T in practices and procedures regarding Law Enforcement and service annoyance call handling. To the extent that circuit-specific engineering is required for resold services, BellSouth will provide the same level of engineering support as BellSouth provides for its comparable retail services.
- 28.6.21 BellSouth will provide information about the certification process for the provisioning of LifeLine, Link-up and other similar services.
- 28.6.22 BellSouth will provide a daily electronic listing of AT&T Customers who change their local carrier. The process is described as OUTPLOC (See reference in Local Account Maintenance Requirements of Attachment 7.)

28.7 **Maintenance**

Maintenance shall be provided in accordance with the requirements and standards set forth in Attachment 5. Maintenance will be provided by

BellSouth in accordance with the service parity requirements set forth in this Part.

28.8 **Provision of Customer Usage Data**

BellSouth shall provide the Customer Usage Data recorded by the BellSouth. Such data shall include complete AT&T Customer usage data for Local Service, including both local and intraLATA toll service (e.g., call detail for all services, including flat-rated and usage-sensitive features), in accordance with the terms and conditions set forth in Attachment 7.

28.9 **Service/Operation Readiness Testing**

28.9.1 In addition to testing described elsewhere in this Section, BellSouth shall test the systems used to perform the following functions in a mutually agreed upon time frame prior to commencement of BellSouth's provision of Local Service, in order to establish system readiness capabilities:

28.9.1.1 All interfaces between AT&T and BellSouth work centers for Service Order, Provisioning;

28.9.1.2 Maintenance, Billing and Customer Usage Data;

28.9.1.3 The process for BellSouth to provide Customer profiles;

28.9.1.4 The installation scheduling process;

28.9.1.5 **DELETED**

28.9.1.6 Telephone number assignment;

28.9.1.7 Procedures for communications and coordination between AT&T SPOC and BellSouth SPOC;

28.9.1.8 Procedures for transmission of Customer Usage Data; and

28.9.1.9 Procedures for transmitting bills to AT&T for Local Service; and the process for wholesale billing for local service.

28.9.2 The functionalities identified above shall be tested by BellSouth in order to determine whether BellSouth performance meets the applicable service parity requirements, quality measures and other performance standards set forth in this Agreement. BellSouth shall make available sufficient technical staff to perform such testing. BellSouth technical staff shall be available to meet with AT&T as necessary to facilitate testing. BellSouth and AT&T shall mutually agree on the schedule for such testing.

28.9.3 At AT&T's reasonable request, BellSouth shall provide AT&T with service readiness test results of the testing performed pursuant to the terms of this Part.

28.9.4 During the term of this Agreement, BellSouth shall participate in cooperative testing requested by AT&T whenever both companies agree it is necessary to ensure service performance, reliability and Customer serviceability.

28.10 **Billing For Local Service**

28.10.1 BellSouth shall bill AT&T for Local Service provided by BellSouth to AT&T pursuant to the terms of this Part, and in accordance with the terms and conditions for Connectivity Billing and Recording in Attachment 6.

28.10.2 BellSouth shall recognize AT&T as the Customer of record for all Local Service and will send all notices, bills and other pertinent information directly to AT&T unless AT&T specifically requests otherwise.

PART II: UNBUNDLED NETWORK ELEMENTS

29. Introduction

This Part II sets forth the unbundled Network Elements that BellSouth agrees to offer to AT&T in accordance with its obligations under Section 251(c)(3) of the Act. The specific terms and conditions that apply to the unbundled Network Elements and the requirements for each Network Element are described below and in the Network Elements Service Description, Attachment 2. The price for each Network Element is set forth in Part IV of this Agreement. BellSouth shall offer Network Elements to AT&T as of the Effective Date.

30. Unbundled Network Elements

30.1 BellSouth shall offer Network Elements to AT&T on an unbundled basis on rates, terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of this Agreement.

30.2 BellSouth will permit AT&T to interconnect AT&T's facilities or facilities provided by AT&T or by third Parties with each of BellSouth's unbundled Network Elements at any point designated by AT&T that is technically feasible.

30.3 BellSouth will deliver to AT&T's Served Premises any interface that is technically feasible. AT&T, at its option, may designate other interfaces through the Bona Fide Request process delineated in Attachment 14.

30.4 AT&T may use one or more Network Elements to provide any feature, function, or service option that such Network Element is capable of providing or any feature, function, or service option that is described in the technical references identified herein.

30.5 BellSouth shall offer each Network Element individually and in combination with any other Network Element or Network Elements in order to permit AT&T to provide Telecommunications Services to its Customers subject to the provisions of Section 1A of the General Terms and Conditions of this Agreement.

30.6 For each Network Element, BellSouth shall provide a demarcation point (e.g., an interconnection point at a Digital Signal Cross Connect or Light Guide Cross Connect panel or a Main Distribution Frame) and, if necessary, access to such demarcation point, which AT&T agrees is suitable. However, where BellSouth provides contiguous Network Elements to AT&T, BellSouth may provide the existing interconnections

and no demarcation point shall exist between such contiguous Network Elements.

30.7 **DELETED**

30.8 The charge assessed to AT&T to interconnect any Network Element or Combination to any other Network Element or Combination provided by BellSouth to AT&T if BellSouth does not directly interconnect the same two Network Elements or Combinations in providing any service to its own Customers or a BellSouth affiliate (e.g., the interconnection required to connect the Loop Feeder to an ALEC's collocated equipment), shall be cost based.

30.9 Attachment 2 of this Agreement describes the Network Elements that AT&T and BellSouth have identified as of the Effective Date of this Agreement. AT&T and BellSouth agree that the Network Elements identified in Attachment 2 are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to Customers, to improve network or service efficiencies or to accommodate changing technologies, Customer demand, or regulatory requirements. Upon BellSouth's identification of a new or revised Network Element, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Network Element.

AT&T shall make it's request for a new or revised Network Element pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement. Additionally, if BellSouth provides any Network Element that is not identified in this Agreement, to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Network Element to AT&T on rates, terms and conditions no less favorable to AT&T than those provided to itself or to any other Party. Additional descriptions and requirements for each Network Element are set forth in Attachment 2.

30.9.1 **DELETED**

30.9.2 **DELETED**

30.9.3 **DELETED**

30.9.4 **DELETED**

30.9.5 **DELETED**

30.9.6 **DELETED**

30.9.7 **DELETED**

30.9.8 DELETED

30.9.9 DELETED

30.9.10 DELETED

30.9.11 DELETED

30.10 **Standards for Network Elements**

30.10.1 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference or a more recent version of such reference sets forth a different requirement, AT&T may request, where technically feasible, that a different standard apply by making a request for such change pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

30.10.2 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the Alternative Dispute Resolution Process identified in Section 16 of the General Terms and Conditions of this Agreement shall apply.

30.10.3 Each Network Element provided by BellSouth to AT&T shall be at least equal in the quality of design, performance, features, functions and other characteristics, including but not limited to levels and types of redundant equipment and facilities for power, diversity and security, that BellSouth provides in the BellSouth network to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.

30.10.3.1 **DELETED**

30.10.3.2 BellSouth agrees to work cooperatively with AT&T to provide Network Elements that will meet AT&T's needs in providing services to its Customers.

30.10.4 Unless otherwise designated by AT&T, each Network Element and the interconnections between Network Elements provided by BellSouth to AT&T shall be made available to AT&T on a priority basis that is equal to or better than the priorities that BellSouth provides to itself, BellSouth's own Customers, to a BellSouth affiliate or to any other entity for the same Network Element.

PART III: ANCILLARY FUNCTIONS

31. Introduction

This Part and Attachment 3 set forth the Ancillary Functions and requirements for each Ancillary Function that BellSouth agrees to offer to AT&T so that AT&T may provide Telecommunication Services to its Customers.

32. BellSouth Provision of Ancillary Functions

Part IV of this Agreement sets forth the prices for such Ancillary Functions. BellSouth will offer Ancillary Functions to AT&T on rates, terms and conditions that are just, reasonable, and non-discriminatory and in accordance with the terms and conditions of this Agreement.

32.1 The Ancillary Functions that AT&T has identified as of the Effective Date of this Agreement are Collocation, Rights Of Way (ROW), Conduits and Pole Attachments. AT&T and BellSouth agree that the Ancillary Functions identified in this Part III are not exclusive. Either Party may identify additional or revised Ancillary Functions as necessary to improve services to Customers, to improve network or service efficiencies or to accommodate changing technologies, Customer demand, or regulatory requirements. Upon BellSouth's identification of a new or revised Ancillary Function, BellSouth shall notify AT&T of the existence of and the technical characteristics of the new or revised Ancillary Function.

AT&T shall make its request for a new or revised Ancillary Function pursuant to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

32.2 If BellSouth provides any Ancillary Function to itself, to its own Customers, to a BellSouth affiliate or to any other entity, BellSouth will provide the same Ancillary Function to AT&T at rates, terms and conditions no less favorable to AT&T than those provided by BellSouth to itself or to any other Party. The Ancillary Functions and requirements for each Ancillary Function are set forth in Attachment 3.

33. Standards for Ancillary Functions

33.1 Each Ancillary Function shall meet or exceed the requirements set forth in the technical references, as well as the performance and other requirements, identified in this Agreement. If another Bell Communications Research, Inc. ("Bellcore"), or industry standard (e.g., American National Standards Institute ("ANSI")) technical reference sets forth a different requirement, AT&T may elect, where technically feasible, which standard shall apply by making a request for such change pursuant

to the Bona Fide Request Process identified in Section 1.1 of the General Terms and Conditions of this Agreement.

33.2 Except as otherwise expressly agreed to herein, each Ancillary Function provided by BellSouth to AT&T herein shall be at least equal in the quality of design, performance, features, functions and other characteristics, including, but not limited to levels and types of redundant equipment and facilities for diversity and security, that BellSouth provides in BellSouth network to itself, its own Customers, its affiliates or any other entity. This Section is not intended to limit BellSouth's ability during this Agreement to offer to AT&T nor AT&T's ability to accept Ancillary Functions with varying degrees of features, functionalities and characteristics.

33.3 **DELETED**

33.3.1 BellSouth agrees to work cooperatively with AT&T to provide Ancillary Functions that will meet AT&T's needs in providing services to its Customers.

33.4 Ancillary Functions provided by BellSouth to AT&T shall be allocated to AT&T on a basis that is at least equal to that which BellSouth provides to itself, its Customers, its affiliates or any other entity.

PART IV: PRICING

34. General Principles

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

35. Local Service Resale

The rates that AT&T shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

36. Unbundled Network Elements

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

36.1 Charges for Multiple Network Elements

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

37. Compensation For Call and Transport Termination

The prices that AT&T and BellSouth shall pay are set forth in Table 1.

38. Ancillary Functions

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

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

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

39. **Local Number Portability**

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

40. **Recorded Usage Data**

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

41. **Electronic Interfaces**

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

TABLE 1

UNBUNDLED NETWORK ELEMENTS

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

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

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

per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switching	
per DA call	\$0.00055
Dedicated Transport	
DS1, facility termination	\$ 59.75
DS1, per mile	\$ 1.60
NRC	\$100.49 (interim rate)
Common Transport	
Facility termination, per MOU	\$0.0005
Per mile, per MOU	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
Link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00

Signal Transfer Points	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and AT&T shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination (2)	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch, - Tandem switch + transport - End Office Switch - Combined	\$.00125 per MOU \$.00200 per MOU \$.00325 per MOU
(2) The Parties agree to bill a mutually agreed upon composite interconnection rate of \$0.002 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

Signal Transfer Points	
ISUP	\$0.00001 per message
TCAP	\$0.00004 per message
Usage surrogate	\$64.00 per month
Service Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and AT&T shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch, - Tandem switch + transport - End Office Switch - Combined	\$\$.00125 per MOU \$.00200 per MOU \$.00325 per MOU

TABLE 2

PHYSICAL AND VIRTUAL COLLOCATION

The following are interim rates, subject to true-up based on permanent rates. Permanent rates will be set once BellSouth files appropriate TSLRIC cost studies and such studies are reviewed and approved by the Florida PSC.

PHYSICAL COLLOCATION

Application - Per Arrangement/Per Location-Nonrecurring	\$3,100.00
Space Preparation Fee - Nonrecurring	ICB
Space Construction Fee - Nonrecurring	\$3,750.00
Cable Installation - Per Entrance Cable	\$2,750.00
Floor Space Zone A, Per Square Foot, Per Month	\$4.28
Floor Space Zone B, Per Square Foot, Per Month	\$4.09
Power Per AMP, Per Month	\$3.86
Cable Support Structure, Per Entrance Cable	\$13.35
POT Bay (Optional Point of Termination Bay)	
Per 2-Wire Cross - Connect, Per Month	\$0.18
Per 4-Wire Cross - Connect, Per Month	\$0.44
Per DS1 Cross - Connect, Per Month	\$0.44
Per DS3 Cross - Connect, Per Month	\$3.66
Cross-Connects	
2-Wire Analog, Per Month	\$0.30
4-Wire Analog, Per Month	\$0.50
Nonrecurring 2-wire and 4-wire	\$9.25
DS1, Per Month	\$3.07
Nonrecurring - First/Additional	\$113.75/14.25
DS3, Per Month	\$39.64
Nonrecurring - First/Additional	\$113.75/14.25
Security Escort	
Basic - 1st half hour	\$41.00
Overtime - 1st half hour	\$48.00
Premium - 1st half hour	\$55.00
Basic - additional	\$25.00
Overtime - additional	\$30.00
Premium - additional	\$35.00

VIRTUAL COLLOCATION

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

TABLE 3

RIGHTS OF WAY

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

TABLE 3

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with Section 224 of the Telecommunications Act of 1934. To this end, BellSouth shall file appropriate rates to be approved by the Florida Public Service Commission.

TABLE 4

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

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

TABLE 5

LOCAL NUMBER PORTABILITY

AT&T and BellSouth shall pay its own costs in the provision of interim number portability. AT&T and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.

TABLE 6

(Interim Rates Pending Further Negotiation)

RECORDED USAGE DATA


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

42. Execution of the Interconnection Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s). If such appeals or challenges result in changes in the decision(s), the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with those changed decision(s).

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

AT&T COMMUNICATIONS OF
THE SOUTHERN STATES, INC.

By:

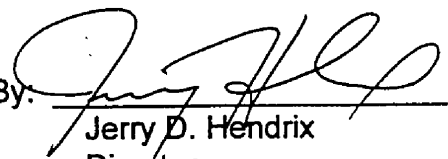


William J. Carroll
Vice President

June 10, 1997
Date

BELLSOUTH
TELECOMMUNICATIONS, INC.

By:



Jerry D. Hendrix
Director
Interconnection Services/
Pricing

June 10, 1997
Date

DUPLICATE ORIGINAL

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CONNECTIVITY BILLING AND RECORDING

1. **General**

This Section describes the requirements for BellSouth to bill and record all charges AT&T incurs for purchasing Local Services for resale and for Network Elements and Combinations, and to provide Meet Point Billing and Mutual Compensation.

2. **Billable Information And Charges**

BellSouth will bill and record in accordance with this Agreement those charges AT&T incurs as a result of AT&T purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this Agreement. BellSouth will bill charges for interconnection and charges for unbundled network elements, with the exception of the unbundled ports or unbundled port/loop combinations through CABS or in the CABS format. BellSouth will format each bill in CABS or in CABS format in accordance with CABS standards and specifications. As an interim process, the Parties have agreed to specific elements of CRIS billing. Those elements are named in Exhibit A attached hereto and incorporated herein by this reference. Each bill shall set forth the quantity and description of each such Network Element, Combination, or Local Service provided and billed to AT&T. All charges billed to AT&T will indicate the state from which such charges were incurred except in cross boundary state situations. A listing of the current cross state boundary exchanges has been provided to AT&T.

- 2.1.1 As an interim process, BellSouth will provide AT&T with bills in the CRIS/CLUB format via paper or other mutually agreed upon medium for those services purchased by AT&T for resale and for the billing of the unbundled port and loop/port combination in accordance with the specifications and requirements set forth in Exhibit A to this Attachment for no more than one hundred and eighty (180) days after the Effective Date of this Agreement. After that time, BellSouth shall provide bills using only CABS or the CABS format as outlined in this Agreement.

AT&T and BellSouth will work together in a cooperative effort with the OBF to establish a single billing system and applicable standards. Once the billing standards/system are defined, BellSouth and AT&T will mutually agree when the standards/system will be implemented.

- 2.2 BellSouth shall provide AT&T a monthly bill that includes all charges incurred by and credits and/or adjustments due to AT&T for those Network Elements, Combination thereof, or Local Services ordered, established, utilized, discontinued or performed pursuant to this Agreement. Each bill provided by BellSouth to AT&T shall include: (1) all non-usage sensitive charges incurred for the period beginning with the day after the current bill date and extending to, and including, the next bill date; (2) any known unbilled non-usage sensitive charges for prior periods; (3) unbilled usage sensitive charges for the period beginning with the last bill date and extending through the current bill date; (4) any known unbilled usage sensitive charges for prior periods; and (5) any known unbilled adjustments.
- 2.3 The Bill Date, as defined herein, must be present on each bill transmitted by BellSouth to AT&T, must be a valid calendar date, and not more than one (1) year old. Bills shall not be rendered for any charges which are incurred under this Agreement on or before one (1) year preceding the Bill Date, except as otherwise permitted by law. In addition, on each bill where "Jurisdiction" is identified, local and local toll charges shall be identified as "Local" and not as interstate, interstate/interLATA, intrastate, or intrastate/intraLATA. BellSouth will provide from and through dates for charges rendered on all bills. In addition, BellSouth will separately identify business charges from residence charges, as appropriate.
- 2.4 BellSouth shall bill AT&T for each Network Element, combination thereof, or Local Service, supplied by BellSouth to AT&T pursuant to this Agreement at the rates set forth in this Agreement. BellSouth will bill AT&T based on the actual charges incurred, provided, however, for those usage based charges where actual charge information is not determinable by BellSouth because the jurisdiction (i.e., interstate, interstate/interLATA, intrastate, intrastate/intraLATA, local) of the traffic is unidentifiable, the Parties will jointly develop a process to determine the appropriate charges. Measurement of usage-based charges shall be in actual conversation seconds. The total conversation seconds per chargeable traffic types will be totaled for the entire monthly bill cycle and then rounded to the next whole minute.
- 2.5 **DELETED**
- 2.6 Each Party shall provide the other Party, at no additional charge, a contact person for the handling of any billing questions or problems that may arise during the implementation and performance of the terms and conditions of this Attachment. Billing questions subsequent to implementation will be directed to the billing specialist in the Local Carrier Service Center (LCSC) for

CRIS billing and through the Interexchange Carrier Service Center (ICSC) for CABS related issues.

3. Meet Point Billing

- 3.1 Where appropriate for unbundled network elements, AT&T and BellSouth will establish meet-point billing ("MPB") arrangements in accordance with the Meet-Point Billing guidelines adopted by and contained in the OBF's MECAB and MECOD documents, except as modified herein. Both Parties will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff to reflect the MPB arrangements identified in this Agreement, in MECAB and in MECOD.
- 3.2 AT&T and BellSouth will implement the "Multiple Bill/Multiple Tariff" option in order to bill any interexchange carrier ("IXC") for that portion of the network elements provided by AT&T or BellSouth. For all traffic carried over the MPB arrangement, AT&T and BellSouth shall bill each other all applicable elements at the rates specified in this Agreement.
- 3.3 BellSouth shall provide to AT&T the billing name, billing address, and carrier identification code ("CIC") of the IXCs that may utilize any portion of AT&T's network in an AT&T/BellSouth MPB arrangement in order to comply with the MPB Notification process as outlined in the MECAB document. Such information shall be provided to AT&T in the format and via the medium that the Parties agree. If BellSouth does not have a CIC for any IXC that will utilize a portion of AT&T's network in an AT&T/BellSouth MPB arrangement, and for whom BellSouth must supply to AT&T MPB billing information, BellSouth agrees that it will assist such carrier in obtaining a CIC expeditiously. Until such carrier has obtained a CIC, BellSouth will submit BellSouth's CIC on those MPB records provided to AT&T for MPB. BellSouth understands and agrees that it will be solely responsible for obtaining any reimbursements from those carriers who have utilized the jointly provided networks of BellSouth and AT&T.
- 3.4 BellSouth and AT&T agree that in an MPB arrangement where one Party provides local transport and the other Party provides the end office switching, the Party who provides the end office switching is entitled to bill any residual interconnection charges ("RIC") and common carrier line ("CCL") charges associated with the traffic. The Parties further agree that in those MPB situations where one Party sub-tends the other Party's access tandem, the

Party providing the access tandem is only entitled to bill the access tandem fee and any associated local transport charges. The Parties also agree that the Party who provides the end office switching is entitled to bill end office switching fees, local transport charges, RIC and CCL charges, as appropriate, and such other applicable charges.

- 3.5 BellSouth and AT&T will record and transmit MPB information in accordance with the standards and in the format set forth in this Attachment. BellSouth and AT&T will coordinate and exchange the billing account reference ("BAR") and billing account cross reference ("BACR") numbers for the MPB arrangements described in this Agreement. Each Party will notify the other if the level of billing or other BAR/BACR elements change, resulting in a new BAR/BACR number.
- 3.6 If MPB data is not processed and delivered by either BellSouth or AT&T and sent to the other Party within ten (10) days of their recording and in turn such Party is unable to bill the IXC for the appropriate charges, the Party who failed to deliver the data will be held liable for the amount of the unbillable charges. When the subsequent billing company ("SBC") is the recording company, they shall provide the initial billing company ("IBC") the detail billing records on a weekly basis (within five (5) days). If the IBC is the recording company, detail billing record exchange is not necessary. The IBC shall provide the SBC the summary billing records within ten (10) days from the IBC bill date. The Party who failed to deliver the data will be held liable for the amount of the unbillable charges.
- 3.7 If MPB data is not submitted within ten (10) days of their recording or is not in the proper format as set forth in this Agreement, and if as a result the other Party is delayed in billing the IXC for the appropriate charges it incurs, the delaying Party shall pay the other Party a late MPB data delivery charge which will be the total amount of the delayed charges times the highest interest rate (in decimal value) which may be levied by law for commercial transactions, compounded daily for the number of days from the date the MPB charges should have been received to and including the date the MPB charge information is actually received.
- 3.8 Errors in MPB data exchanged by the Parties may be discovered by AT&T, BellSouth or the billable IXC. Both AT&T and BellSouth agree to provide the other Party with notification of any discovered errors within two (2) business days of the discovery. The other Party shall correct the error within eight (8) business days of notification and resubmit the data. In the event the errors cannot be corrected within the time period specified above, the erroneous data shall be considered lost. If MPB data is lost due to incorrecable errors

or otherwise, the Parties shall follow the procedures set forth in the Customer Billing Data Attachment of this Agreement and compensate the other for the lost MPB billing data.

- 3.9 In the event AT&T purchases from BellSouth Network Elements, or Combination thereof, in a LATA other than the LATA to or from which the MPB services are homed and in which BellSouth operates an access tandem, BellSouth shall, except in instances of capacity limitations, permit and enable AT&T to sub-tend the BellSouth access tandem switch(es) nearest to the AT&T rating point(s) associated with the NPA-NXX(s) to/from which the MPB services are homed. In instances of capacity limitation at a given access tandem switch, AT&T shall be allowed to sub-tend the next-nearest BellSouth access tandem switch in which sufficient capacity is available. The MPB percentages for each new rating point/access tandem pair shall be calculated in accordance with MECAB and MECOD.
- 3.10 Neither AT&T nor BellSouth will charge the other for the services rendered, or for information provided pursuant to Section 4 of this Attachment except those MPB charges specifically set forth herein. Both Parties will provide the other a single point of contact to handle any MPB questions.

4. Collocation

When AT&T collocates with BellSouth in BellSouth's facility as described in this Agreement, capital expenditures (e.g., costs associated with building the "cage"), shall not be included in the bill provided to AT&T pursuant to this Attachment. All such capital expenses shall be given a unique BAN (as defined in Section 7, below) and invoice number. All invoices for capital expenses shall be sent to the location specified by AT&T for payment. All other non-capital recurring collocation expenses shall be billed to AT&T in accordance with this Agreement. The CABS Billing Output Specifications ("BOS") documents provide the guidelines on how to bill the charges associated with collocation. The bill label for those collocation charges shall be entitled "Expanded Interconnection Service." For those nonmechanized bills, the bill label for non-capital recurring collocation expenses shall be entitled "Collocation".

5. Mutual Compensation

- 5.1 The Parties shall bill each other reciprocal compensation in accordance with the standards set forth in this Agreement for Local Traffic terminated to the other Party's customer. Such Local Traffic shall be recorded and transmitted to AT&T and BellSouth in accordance with this Attachment. When an AT&T

Customer originates traffic and AT&T sends it to BellSouth for termination, AT&T will determine whether the traffic is local or intraLATA toll. When a BellSouth Customer originates traffic and BellSouth sends it to AT&T for termination, BellSouth will determine whether the traffic is local or intraLATA toll. Each Party will provide the other with information that will allow it to distinguish local from intraLATA toll traffic. At a minimum, each Party shall utilize NXXs in such a way that the other Party shall be able to distinguish local from intraLATA toll traffic. When AT&T interconnects with BellSouth's network for the purpose of completing local and intraLATA toll traffic, AT&T will, at its option, interconnect at either the tandem or end office switch to complete such calls paying local interconnection rates for its customers' local calls and switched access rates for its customers' intraLATA toll calls. Such interconnection will be ordered as needed by AT&T to deliver such local and intraLATA toll calls. Further, the Local Traffic exchanged pursuant to this Attachment shall be measured in billing minutes of use and shall be in actual conversation seconds. The total conversation seconds per chargeable traffic type will be totaled for the entire monthly billing cycle and then rounded to the next whole conversation minute. Reciprocal compensation for the termination of this Local Traffic shall be in accordance with Part IV to this Agreement.

6. Local Number Portability

6.1 DELETED

6.2 When an IXC terminates an interLATA or IntraLATA toll call to an AT&T local exchange customer whose telephone number has been ported from BellSouth, the Parties agree that AT&T shall receive those IXC access charges associated with end office switching, local transport, RIC and CCL, as appropriate. BellSouth shall receive any access tandem fees, dedicated and common transport charges, to the extent provided by BellSouth, and any INP fees (i.e., such as RCF charges) set forth in this Agreement. When a call for which access charges are not applicable is terminated to an AT&T local exchange customer whose telephone number has been ported from BellSouth, and is terminated on AT&T's own switch, the Parties agree that the mutual compensation arrangements described in this Agreement shall apply.

7. Issuance of Bills - General

7.1 BellSouth and AT&T will issue all bills in accordance with the terms and conditions set forth in this Section. BellSouth and AT&T will establish

monthly billing dates ("Bill Date") for each Billing Account Number ("BAN"), as further defined in the CABS document or CRIS elements set forth in Exhibit A as appropriate. On bills BellSouth renders to AT&T, BANs shall be 13 character alpha/numeric and there shall only be one BAN per Revenue Accounting Office ("RAO"). The Bill Date shall be the same day month to month for all BANs, except that the 4th, 7th or 13th of each month will not be used as a Bill Date for bills BellSouth renders to AT&T. AT&T will provide one (1) BAN per state and the bill date will be the same day month to month for all BANs. Each BAN shall remain constant from month to month, unless changed as agreed to by the Parties. Each Party shall provide the other Party at least thirty (30) calendar days written notice prior to changing, adding or deleting a BAN. The Parties will provide one billing invoice associated with each BAN. Each invoice must contain an invoice number (which will vary from month to month). The bill date is the only varying invoice number available on the Resale bill. On each bill associated with a BAN, the appropriate invoice number and the charges contained on such invoice must be reflected. All bills must be received by the other Party no later than ten (10) calendar days from Bill Date and at least twenty (20) calendar days prior to the payment due date (as described in this Attachment), whichever is earlier. Any bill received on a Saturday, Sunday or a day designated as a holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T shall specify) will be deemed received the next business day. If either Party fails to receive billing data and information within the time period specified above, the payment due date will be extended by the number of days the bill is late.

- 7.2 BellSouth and AT&T shall issue all CABS bills or bills in CABS format containing such billing data and information in accordance with CABS Version 26.0, Issue 4, or such later versions of CABS as are published by BellCore, or its successor, except that if the Parties enter into a meet-point billing arrangement, such billing data and information shall also conform to the standards set forth in the MECAB document, or such later versions as are adopted by BellCore, or its successor. To the extent that there are no CABS or MECAB standards governing the formatting of certain data, such data shall be issued in the format specified by AT&T. Consistent with Section 2.1.1 of this Attachment 6, BellSouth may issue AT&T Resale and unbundled port Connectivity bills in CRIS/CLUB format as provided herein for no more than one hundred eighty (180) days after the Effective Date of this Agreement.
- 7.3 Within thirty (30) days of finalizing the chosen billing media, each Party will provide the other Party written notice of which bills are to be deemed the official bills to assist the Parties in resolving any conflicts that may arise between the official bills and other bills received via a different media which

purportedly contain the same charges as are on the official bill. If either Party requests an additional copy(ies) of a bill, such Party shall pay the other Party a reasonable fee per additional bill copy, unless such copy was requested due to errors, omissions, or corrections or the failure of the transmission to comply with the specifications set forth in this Agreement.

- 7.4 When sending bills via electronic transmission, to avoid transmission failures or the receipt of billing information that cannot be processed, the Parties shall provide each other with their respective process specifications. Each Party shall comply with the mutually acceptable billing processing specifications of the other. AT&T and BellSouth shall provide each other reasonable notice if a billing transmission is received that does not meet such Party's specifications or that such Party cannot process. Such transmission shall be corrected and resubmitted to the other Party, at the resubmitting Party's sole expense, in a form that can be processed. The payment due date for such resubmitted transmissions will be twenty (20) days from the date that the transmission is received in a form that can be processed and that meets the specifications set forth in this Attachment.

8. Electronic Transmissions

- 8.1 BellSouth and AT&T agree that each Party will transmit billing information and data in the appropriate CABS format electronically via CONNECT:Direct (formerly known as Network Data Mover) to the other Party at the location specified by such Party. The Parties agree that a T1.5 or 56kb circuit to Gateway for CONNECT:Direct is required. AT&T data centers will be responsible for originating the calls for data transmission via switched 56kb or T1.5 lines. If BellSouth has an established CONNECT:Direct link with AT&T, that link can be used for data transmission if the location and applications are the same for the existing link. Otherwise, a new link for data transmission must be established. BellSouth must provide AT&T/Alpharetta its CONNECT:Direct Node ID and corresponding VTAM APPL ID before the first transmission of data via CONNECT:Direct. AT&T's CONNECT:Direct Node ID is "NDMATTA4" and VTAM APPL ID is "NDMATTA4" and must be included in BellSouth's CONNECT:Direct software. AT&T will supply to BellSouth its RACF ID and password before the first transmission of data via CONNECT:Direct. Any changes to either Party's CONNECT:Direct Node ID must be sent to the other Party no later than twenty-one (21) calendar days before the changes take effect.
- 8.2 The following dataset format shall be used as applicable for those charges transmitted via CONNECT:Direct in CABS format:

Production Dataset

AF25.AXXXXYYY.AZZZ.DDDEE	Production Dataset Name
AF25 =	Job Naming Convention
AXXXX =	Numeric Company Code
YYY =	LEC Remote
AZZZ =	RAO (Revenue Accounting Office)
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)
EE =	01 thru 31 (Bill Period) (optional) or GA (US Postal-State Code)

Test Dataset

AF25.ATEST.AXXXX.DDD	Test Dataset Name
AF25.ATEST =	Job Naming Convention
AXXXX =	Numeric Company Code
DDD =	BDT (Billing Data Tape with or without CSR) Or CSR (Customer Service Record)

8.3 DELETED

9. Tape or Paper Transmissions

9.1 In the event either Party does not temporarily have the ability to send or receive data via CONNECT:Direct, that Party will transmit billing information to the other party via magnetic tape or paper, as agreed to by AT&T and BellSouth. Billing information and data contained on magnetic tapes or paper for payment shall be sent to the Parties at the following locations. The Parties acknowledge that all tapes transmitted to the other Party via U.S. Mail or Overnight Delivery and which contain billing data will not be returned to the sending Party.

TO AT&T:

Tape Transmissions via U.S. Mail:	AT&T 300 North Point Parkway FLOC 217M01 Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
Tape Transmissions via Overnight Delivery:	AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator

Paper Transmissions via U.S. Mail:	AT&T Caller Service 6908 Alpharetta, Georgia 30202 Attn: Access Bill Coordinator
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<p>Paper Transmissions via Overnight Delivery:</p>	<p>AT&T 500 North Point Parkway FLOC B1404 Alpharetta, Georgia 30302 Attn: Access Bill Coordinator</p>
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TO BellSouth:

<p>Tape Transmissions:</p>	<p>Attn:</p>
<p>Paper Transmissions:</p>	<p>Attn:</p>

- 9.2 Each Party will adhere to the tape packaging requirements set forth in this subsection. Where magnetic tape shipping containers are transported in freight compartments, adequate magnetic field protection shall be provided by keeping a typical 6-inch distance from any magnetic field generating device (except a magnetron-tape device). The Parties agree that they will only use those shipping containers that contain internal insulation to prevent damage. Each Party will clearly mark on the outside of each shipping container its name, contact and return address. Each Party further agrees that it will not ship any Connectivity Billing tapes in tape canisters.
- 9.3 All billing data transmitted via tape must be provided on a cartridge (cassette) tape and must be of high quality, conform to the Parties' record and label standards, 9-track, odd parity, 6250 BPI, group coded recording mode and extended binary-coded decimal interchange code ("EBCDIC"). Each reel of tape must be 100% tested at 20% or better "clipping" level with full width certification and permanent error free at final inspection. AT&T reserves the

right to destroy a tape that has been determined to have unrecoverable errors. AT&T also reserves the right to replace a tape with one of equal or better quality.

- 9.4 Billing data tapes shall have the following record and label standards. The dataset serial number on the first header record of an IBM standard tape label also shall have the following format.

	CABS BOS	
Record Length	225 bytes (fixed length)	
Blocking factor	84 records per block	
Block size	18,900 bytes per block	
Labels	Standard IBM Operating System	

- 9.5 A single 6-digit serial number must appear on the external (flat) surface of the tape for visual identification. This number shall also appear in the "dataset serial number field" of the first header record of the IBM standard tape label. This serial number shall consist of the character "V" followed by the reporting location's four digit Originating Company Code and a numeric character chosen by the sending company. The external and internal label shall be the same. The dataset name shall appear on the flat side of the reel and also in the "data set name field" on the first header record of the IBM standard tape label. BellSouth's name, address, and contact shall appear on the flat side of the cartridge or reel.
- 9.6 Tape labels shall conform to IBM OS/VS Operating System Standards contained in the IBM Standard Labels Manual (GC26-3795-3). IBM standard labels are 80-character records recorded in EBCDIC, odd parity. The first four characters identify the labels:

Volume 1	Volume label
HDR1 and HDR2	Data set header labels
EOV1 and EOV2	Data set trailer labels (end-of-volume for multi-reel files)

EOF1 and EOF2	Data set trailer labels (end-of-data-set)
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The HDR1, EOVS1, and EOF1 labels use the same format and the HDR2, EOVS2, and EOF2 labels use the same format.

9.7 The Standard Volume Label Format (Vol. 1) is described below:

FIELD NAME	CONTENTS
Label Identifier (3 bytes)	The characters "VOL" identify this label as a volume label.
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 1 for the IBM standard volume label.
Volume Serial Number (6 bytes)	A unique identification code, normally numeric characters (000001-999999), but may be alpha-numeric; if fewer than 6 characters, must be left-justified. This same code should also appear on the external (flat) surface of the volume for visual identification.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
VTOC Pointer (10 bytes)	Direct-access volumes only. This field is not used for tape volumes and should be recorded as blanks.
Reserved (10 bytes)	Reserved for future use - should be recorded as blanks.
Owner Name and Address Code (10 bytes)	Indicates a specific customer, person, installation, department, etc., to which the volume belongs. Any code or name is acceptable.
Reserved (29 bytes)	Reserved for future use - should be recorded as blanks.

9.8 The IBM Standard Dataset Label 1 Format (HDR1, EOVS1, EOF1) is described below:

FIELD NAME	CONTENTS
<p>Label Identifier (3 bytes)</p>	<p>Three characters that identify the label are:</p> <p>HDR Header label (at the beginning of a dataset)</p> <p>EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume)</p> <p>EOF Trailer label (at the end of a dataset).</p>
<p>Label Number (1 byte)</p>	<p>The relative position of this label within a set of labels of the same type; it is always a 1 for dataset label 1.</p>
<p>Dataset Identifier (17 bytes)</p>	<p>The rightmost 17 bytes of the dataset name (includes GnnnnVnn if the dataset is part of a generation data group). If the dataset name is less than 17 bytes, it is left-justified and the remainder of this field is padded with blanks.</p>
<p>Dataset Serial Number (6 bytes)</p>	<p>The volume serial number of the tape volume containing the dataset. For multi-volume datasets, this field contains the serial number of the first volume of the aggregate created at the same time. The serial number can be any 6 alphanumeric characters, normally numeric (000001-999999). If the number of characters is fewer than 6 characters, the code must be left-justified and followed by blanks.</p>
<p>Volume Sequence Number (4 bytes)</p>	<p>A number (0001-9999) that indicates the order of volume within the multi-volume group created at the same time. This number is always 0001 for a single volume dataset.</p>
<p>Dataset Sequence Number (4 bytes)</p>	<p>A number (0001-9999) that indicates the relative position of the dataset within a multi-dataset group. This number is always 0001 for a single dataset organization.</p>
<p>Generation Number (4 bytes)</p>	<p>If the dataset is part of a generation data group, this field contains a number from 0001 to 9999 indicating the absolute generation number (the first generation is recorded as 0001). If the dataset is not part of a generation data group, this field contains blanks.</p>

FIELD NAME	CONTENTS
Version Number Of Generation (2 bytes)	If the dataset is part of a generation data group, this field a number from 00 to 99 indicating the version number of the generation (the first version is recorded as 00). If the dataset is not part of a generation data group, this field contains blanks.
Creation Date (6 bytes)	Year and day of the year when the dataset was created. The date is shown in the format byydd where: b = blank yy = year(00-99) ddd = day(001-366)
Expiration Date (6 bytes)	Year and day of the year when the dataset may be scratched or overwritten. The data is shown in the format byydd where: b = blank yy = year (00-99) ddd = day (001-366)
Dataset Security (1 byte)	A code number indicating the security status of the dataset is as follows: 0 No password protection 1 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined) 3 Password protection Additional identification of the dataset is required before it can be read, written, or deleted (ignored if volume is RACF-defined).
Block Count (6 bytes)	This field in the trailer label shows the number of data blocks in the dataset on the current volume. This field in the header label is always zeros (000000).

FIELD NAME	CONTENTS
System Code (13 bytes)	Unique code that identifies the system.
Reserved (7 bytes)	Reserved for future use - should be recorded as blanks.

9.9 The IBM Standard Dataset Label 2 Format (HDR2, EOVS, EOF2) always follows dataset label 1 and contains additional information about the associated dataset as described below:

Label Identifier (3 bytes)	<p>Three characters that identify the label are as follows:</p> <p>HDR Header label (at the beginning of a dataset)</p> <p>EOV Trailer label (at the end of a tape volume, when the dataset continues on another volume)</p> <p>EOF Trailer label (at the end of a dataset).</p>
Label Number (1 byte)	The relative position of this label within a set of labels of the same type; it is always a 2 for dataset label 2.
Record Format (1 byte)	<p>An alphabetic character that indicates the format of records in the associated dataset as follows:</p> <p>F Fixed length</p> <p>V Variable length</p> <p>U Undefined length.</p>

<p>Block Length (5 bytes)</p>	<p>A number up to 32760 that indicates the block length, in bytes. Interpretation of the number depends on the following associated record format in Field 3:</p> <p>Format F - Block length (must be a multiple of the logical record length in Field 5)</p> <p>Format V - Maximum block length (including the 4 byte length indicator in the block)</p> <p>Format U - Maximum block length.</p>						
<p>Record Length (5 bytes)</p>	<p>A number that indicates the record length, in bytes. Interpretation of the number depends on the following associated record format in Field 3:</p> <p>Format F - Logical record length</p> <p>Format V - Maximum logical record length (including the 4 byte length indicator in the records)</p> <p>Format U - Zeros.</p>						
<p>Tape Density (1 byte)</p>	<p>A code indicating the record density of the tape, as follows:</p> <p>Recording Density</p> <table data-bbox="607 1298 1098 1478"> <thead> <tr> <th>DEN Value</th> <th>9-Track Tape</th> </tr> </thead> <tbody> <tr> <td>3</td> <td>1600 (PE)</td> </tr> <tr> <td>4</td> <td>6250 (GCR)</td> </tr> </tbody> </table> <p>PE - is for phase encoded mode</p> <p>GCR - is for group coded recording mode.</p>	DEN Value	9-Track Tape	3	1600 (PE)	4	6250 (GCR)
DEN Value	9-Track Tape						
3	1600 (PE)						
4	6250 (GCR)						
<p>Dataset Position (1 byte)</p>	<p>A code, indicating a volume switch, is as follows:</p> <p>0 - No volume switch has occurred</p> <p>1 - A volume switch previously occurred.</p>						

Job/Job Step (17 bytes)	Identification of the job and job step that created the dataset. The first 8 bytes contain the name of the job, the ninth byte is a slash (/), and the final 8 bytes contain the name of the job step.
Tape Recording Technique (2 bytes)	A code or blanks indicating the tape recording technique used. This field is recorded as blanks for 9-track tape. The only technique available for 9-track tape is odd parity and no translation.
Control Characters (1 byte)	A code indicating whether a control character set was used to create the dataset and the type of control characters used: A Contains ASCII control characters M Contains machine control characters b Contains no control characters.
Reserved (1 byte)	Reserved for future use - should be recorded as blanks.
Block Attribute (1 byte)	A code indicating the block attribute used to create the dataset: B Blocked records S Spanned records R Blocked and spanned records b No blocked and no spanned records.
Reserved (8 bytes)	Bytes 40-42 - reserved for future use -should be blanks. Bytes 43-47 - (3420 tape units only) serial number of creating tape unit. Blank for other units.
Checkpoint Dataset (1 byte)	In VS2-Release 2, this byte contains the identifier character C if the dataset is a checkpoint dataset; the byte is blank if the dataset is not a check point dataset or in other releases of the VS systems.
Reserved (32 bytes)	Reserved for future use - should be recorded as blanks.

10. Testing Requirements

- 10.1 Within thirty (30) days of the execution of this Agreement, BellSouth shall send to AT&T bill data in the appropriate mechanized format (i.e. CABS or CRIS) for testing to ensure that bills can be processed and that bills comply with the requirements of this Attachment 6. After receipt of the test data from BellSouth, AT&T will notify BellSouth if the billing transmission meets AT&T's testing specifications. If the transmission fails to meet AT&T's testing specifications, BellSouth shall make the necessary corrections. At least three (3) sets of testing data must meet AT&T's testing specifications prior to BellSouth sending AT&T a mechanized production bill for the first time via electronic transmission or tape. Thereafter, BellSouth may begin sending AT&T mechanized production bills on the next Bill Date, or within ten (10) days, whichever is later.
- 10.2 At least thirty (30) days prior to changing mechanized formats (e.g., CABS), BellSouth shall send to AT&T bill data in the appropriate mechanized format for testing to ensure that the bills can be processed and that the bills comply with the requirements of this Attachment. BellSouth agrees that it will not send AT&T bill data in the new mechanized format until such bill data has met the testing specifications as set forth in this subsection.
- 10.3 BellSouth shall provide to AT&T's Company Manager, located at 500 North Point Parkway, FLOC B1104B, Alpharetta, Georgia 30302, BellSouth's originating or state level company code so that it may be added to AT&T's internal tables at least thirty (30) calendar days prior to testing or prior to a change in BellSouth's originating or state level company code.
- 10.4 During the testing period, BellSouth shall transmit to AT&T billing data and information via paper transmission. Test tapes shall be sent to AT&T at the following location:

Test Tapes:	AT&T 500 North Point Parkway FLOC B1104B Alpharetta, Georgia 30302 Attn: Access Bill Testing Coordinator
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11. Additional Requirements

11.1 BellSouth agrees that if it transmits data to AT&T in a mechanized format, BellSouth will also comply with the following specifications which are not contained in CABS guidelines but which are necessary for AT&T to process billing information and data:

- The BAN shall not contain embedded spaces or low values.
- The Bill Date shall not contain spaces or non-numeric values.
- Each bill must contain at least one detail record.
- Any "From" Date should be less than the associated "Thru" Date and neither date can contain spaces.
- The Invoice Number must not have embedded spaces or low values.

11.2 **DELETED**

12. **Bill Accuracy Certification**

Within 120 days of the execution of this Agreement, AT&T and BellSouth will agree upon a CRIS billing quality assurance program that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the billing, recording of charges will be part of that program. In the event the Parties are unable to reach agreement on such a program, the matter will be resolved pursuant to the disputes process provided in Attachment 1.

13. **Payment Of Charges**

13.1 Subject to the terms of this Agreement, AT&T and BellSouth will pay each other within thirty (30) calendar days from the Bill Date, or twenty (20) calendar days from the receipt of the bill, whichever is later. If the payment due date is a Sunday or is a Monday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made the next business day. If the payment due date is a Saturday or is on a Tuesday, Wednesday, Thursday or Friday that has been designated a bank holiday by the Chase Manhattan Bank of New York (or such other bank as AT&T specifies), payment will be made on the preceding business day.

13.2 Payments shall be made in U.S. Dollars via electronic funds transfer ("EFT") to the other Party's bank account. At least thirty (30) days prior to the first transmission of billing data and information for payment, BellSouth and AT&T shall provide each other the name and address of its bank, its account and routing number and to whom billing payments should be made payable. If such banking information changes, each Party shall provide the other Party at least sixty (60) days written notice of the change and such notice shall include the new banking information. The Parties will render payment via

EFT. AT&T will provide BellSouth with one address to which such payments shall be rendered and BellSouth will provide to AT&T with only one address to which such payments shall be rendered. In the event AT&T receives multiple bills from BellSouth which are payable on the same date, AT&T may remit one payment for the sum of all bills payable to BellSouth's bank account specified in this subsection. Each Party shall provide the other Party with a contact person for the handling of billing payment questions or problems.

14. Billing Disputes

14.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. The Parties shall replicate the bill closure procedures set forth in the Access Billing Supplier Quality Certification Operating Agreement. A mutually agreed upon escalation process similar to what is used for CABS billing will be established for the CRIS resale bill as part of the quality assurance program developed pursuant to Section 12 of this Attachment 6. In the interim, in the event of a billing dispute, the process described in Exhibit B to this Attachment shall be followed. Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions, except those resulting from an Audit as described in Section 11 of the General Terms and Conditions of this Agreement. Closure will take place within three (3) months of the Bill Date. The month being closed represents those charges that were billed or should have been billed by the respective Bill Date. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

14.1.1 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution.

14.1.2 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

14.1.3 If the dispute is not resolved within one hundred and fifty (150) days of the Bill Date, the dispute will be resolved in accordance with the procedures set

forth in the Section 16 of the General Terms and Conditions of this Agreement and Attachment 1.

- 14.2 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

15. Late Payment Charges

If either Party fails to remit payment for any charges described in this Attachment by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. The late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1 1/2%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed on any previously assessed late payment charges.

16. Adjustments

Subject to the terms of this Attachment, BellSouth will reimburse AT&T for incorrect billing charges; overcharges; Local Services Elements, or any Combination thereof, ordered or requested but not delivered; interrupted Local Services associated with any Element, or combination thereof, ordered or requested; Local Services, Elements, or Combination thereof, of poor quality; and installation problems if caused by BellSouth. Such reimbursements shall be set forth in the appropriate section of the CABS bill pursuant to CABS, standards.

17. Recording of Call Information

17.1 Where Telecommunications Services are being resold or unbundled Network Elements are being utilized, the Parties agree to record call information in accordance with this subsection. To the extent technically feasible, each Party will record and process the usage sensitive call detail information associated with the other Party's local exchange customer. The call records for the charged number shall be provided at a Party's request and shall be formatted pursuant to BellCore standards and the terms and conditions of this Agreement. BellSouth and AT&T agree that they will retain, at each Party's sole expense, copies of all AMA transmitted to the other Party for at least seven (7) calendar days after transmission to the other Party.

17.2 Each Party will provide the other Party with a carrier identification code ("CIC") on each EMR record transmitted to the other Party. If BellSouth does not have a CIC for any local exchange carrier, BellSouth or IXC for whom BellSouth must supply to AT&T billing records or information pursuant to this Attachment, BellSouth agrees that it will assist the local exchange carrier, BellSouth or IC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, BellSouth agrees that it will submit its CIC to AT&T on those records for billing and payment. BellSouth further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier. Likewise, if AT&T does not have a CIC for any local exchange carrier, BellSouth or IXC for whom AT&T must supply to BellSouth billing records or information pursuant to this Attachment, AT&T agrees that it will assist the local exchange carrier, BellSouth or IXC in obtaining a CIC expeditiously. Until the local exchange carrier, BellSouth or IXC has received a CIC, AT&T agrees that it will submit its CIC to BellSouth on those records for billing and payment. AT&T further agrees that it will then be responsible for obtaining reimbursement for the respective charges from the appropriate carrier.

17.3 DELETED

17.3.1 DELETED

17.3.2 DELETED

17.3.3 DELETED

17.4 The Parties agree that they will provide each other a single person to contact regarding any data exchange problems.

18. DELETED

Exhibit A

**REQUIREMENTS FOR NON-CABS BILLING
OF
AT&T LOCAL SERVICE RESALE**

AT&T and BellSouth agree to the following requirements for non-CABS billing for Local Service Resale:

- BellSouth will provide a 13 character alpha-numeric Billing Account Number (BAN)
- BellSouth will provide one (1) BAN per Regional Accounting Office (RAO)
- BellSouth will provide one (1) bill cycle for all BANs / RAOs excluding the 4th, 7th and 13th bill cycles
- BellSouth will render the bill within ten (10) days of the bill date
- AT&T will render payment 30 days from the bill date or 20 days from the date the bill is received, whichever is greater
- AT&T will render payment via wire transfer to the existing CABS billing address
- BellSouth will render billing for PIC charges separately
- BellSouth will bill monthly service charges in advance of the bill date
- BellSouth will bill usage charges in arrears of the bill date
- BellSouth will identify all charges by incurred state except in cross boundary situations
- All local billing is considered jurisdiction '5'
- BellSouth will uniquely identify the local billing BANs as Type Of Account 'Q'
- BellSouth will separately identify business and residence charges via 1FB or 1FR
- BellSouth will provide From and Through dates for all local billing

Exhibit B

**BELLSOUTH LOCAL CARRIER SERVICE CENTER (LCSC)
ESCALATION LIST**

LOCAL CARRIER SERVICE CENTER

Telephone Numbers	Office800-872-3116 Local Service Requests, LSR Questions, Billing Inquiries and General Assistance Fax Number800-872-7059 All Forms
Managers	Director Barbara Warren700-451-0853 Manager Paula Murphy700-451-0883
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 Monday - Friday
Holidays Observed	New Years Day Memorial Day Independence Day Labor Day Thanksgiving Day Christmas Day
Process	The long-term escalation process will be developed as part of the Quality Assurance program outlined in paragraph 12 of this attachment. In the interim, AT&T will escalate any billing discrepancies to the BellSouth LCSC Manager. If resolution is not attained within 30 days, AT&T will escalate the discrepancy to the BellSouth Director. If the billing discrepancy is not resolved within 30 days, AT&T will obtain the name and number

of the next level manager from the BellSouth Director and continue escalating until a resolution is reached.

DEFINITIONS

"Act" means the Telecommunications Act of 1996.

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

"Affiliate" is as defined in the Act.

"Agreement" has the meaning set forth in Section 1 of the General Terms and Conditions.

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

"Ancillary Functions" has the meaning set forth in Part 3 of the General Terms and Conditions.

"Applicable Law" is as defined in Section 22.6 of the General Terms and Conditions.

"Arbitrator(s)" is the person or persons selected by the Parties to serve as Arbitrator(s) for any dispute submitted to arbitration pursuant to the Dispute Resolution Process outlined in Attachment 1.

"As Defined in the Act" means as specifically defined by the Act and as interpreted in the duly authorized rules and regulations of the FCC or Commission.

"AT&T" has the meaning set forth in the Preface.

"AT&T Customer" means any business or residential customer for AT&T services.

"Automatic Location Identification/Data Management System (ALI/DMS)" means the emergency services (E911/911) database containing customer location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point ("PSAP") to route the call.

"Automatic Route Selection (ARS)" is a service feature that provides for automatic selection of the least expensive or most appropriate transmission facility for each call based on criteria programmed into the system.

"Bellcore" means Bell Communications Research, Inc.

"BellSouth" has the meaning set forth in the preface.

"BellSouth Customers" means any business or residence customer for BellSouth services.

"Bill and Keep" is a reciprocal compensation arrangement whereby the compensation that one company offers to another for the completion of its calls is the agreement to complete the other company's calls in a like manner.

"BLV/BLI (Busy Line Verify/Busy Line Interrupt) Traffic" or "BLV/BLI Call" means an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.

"Bona Fide Request" has the meaning ascribed to such term in Attachment 14.

"CABS" means the Carrier Access Billing System which is contained in a document prepared under the direction of the Billing Committee of the OBF. The Carrier Access Billing System document is published by Bellcore in Volumes 1, 1A, 2, 3, 3A, 4 and 5 as Special Reports SR-OPT-001868, SR-OPT-001869, SR-OPT-001871, SR-OPT-001872, SR-OPT-001873, SR-OPT-001874, and SR-OPT-001875, respectively, and contains the recommended guidelines for the billing of access and other connectivity services.

"CENTREX" means a Telecommunications Service that uses central office switching equipment for call routing to handle direct dialing of calls, and to provide many private branch exchange-like features and includes BellSouth's ESSX®, MultiServe®, Prestige® services.

"CLASS (Custom Local Area Signaling Service) and Custom Features" means a grouping of optional enhancements to basic local exchange service that offers special call handling features to residential and single-line business customers (e.g., call waiting, call forwarding and automatic redial).

"Claim" has the meaning ascribed to such term in Section 10.4 of the General Terms and Conditions.

"Collocation" has the meaning set forth in Attachment 3, Section 2.1.

"Combinations" consist of multiple Network Elements that are logically related to enable AT&T to provide service in a geographic area or to a specific customer and that are placed on the same order by AT&T.

"Commission" means State Commission as Defined in the Act.

"Common Transport" has the meaning set forth in Attachment 2, Section 9.1.

"Conduit" has the meaning set forth in Attachment 3, Section 3.

"Confidential Information" means confidential or proprietary technical or business information given by the Discloser to the Recipient and further defined in Section 18.1 of the General Terms and Conditions.

"Contract Year" means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.

"Cooperative Testing" has the meaning set forth in Attachment 2, Section 16.1.1.

"CRIS/CLUB" means Customer Record Information System/Customer Local Usage Billing.

“Customer Proprietary Network Information (CPNI)” is as defined in the Act.

“Customer Usage Data” means the local Telecommunications Services usage data of an AT&T Customer, measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by BellSouth and forwarded to AT&T.

144.1.1.1 **“Dark Fiber”** has the meaning set forth in Attachment 2, Section 15.1.1.

“Databases” has the meaning set forth in Attachment 2, Section 13.1.1

“Dedicated Transport” has the meaning set forth in Attachment 2, Section 10.1.1.

“Defaulting Party” is a Party in breach of a material term or condition of the Agreement.

“Digital Cross-Connect System” has the meaning set forth in Attachment 2, Sections 10.5.1.1 and 10.5.1.2.

“Directory Listings” has the meaning set forth in Section 20.1 of the General Terms and Conditions.

“Directory Assistance Service” has the meaning set forth in Attachment 2, Section 8.3.

“Discloser” means that Party to this Agreement which has disclosed Confidential Information to the other Party.

“Dispute Resolution Process” is the process described in Section 16 of the General Terms and Conditions and Attachment 1 which has been agreed to by the Parties for resolution of disputes.

“Distribution Media” has the meaning set forth in Attachment 2.

"Effective Date" is the date indicated in the Preface on which the Agreement shall become effective.

"EMR" means the Exchange Message Record System used among LECs for exchanging telecommunications message information for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, published by Bellcore and which defines the industry standard for exchange message records.

"Environmental Hazard" means (1) a release, discharge, leak, spill or disposal (collectively referred to hereafter as "release") of HAZARDOUS MATERIALS has occurred on premises or property that is related to the performance of this Agreement and that such affected material or media is demonstrated through applicable or appropriate testing method to require remediation or removal as determined by all laws, ordinances, statutes, codes, rules, regulations, orders and decrees of the United States, the state, county, city or any other political subdivision in which the release has occurred, and any other political subdivision, agency or instrumentality exercising jurisdiction over the release, including any applicable federal and state case law and common law interpreting any of the foregoing or (2) any event involving, or exposure to, HAZARDOUS MATERIALS which poses risks to human health, safety or the environment (including, without limitation, indoor or outdoor environment(s) and is regulated under any applicable laws or regulations as described in (1).

"Enhanced White Pages" means optional features available for White Pages Directory listings (e.g., bold, all capitals, additional line of text, indented).

"Enhanced Yellow Pages" means optional features available for Yellow Pages Directory listings (e.g., red type, bold, all capitals, additional line of text, indented).

"E911 Service" is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.

"Filing" has the meaning set forth in Section 9.2 of the General Terms and Conditions.

"Follow-on Agreement" has the meaning set forth in Section 2.2 of the General Terms and Conditions.

"Governmental Authority" means any federal, state, local, foreign or international court, government, department, Commission, board, bureau, agency, official, or other regulatory, administrative, legislative or judicial authority with jurisdiction.

“Hazardous Materials” means any hazardous or toxic substance, material or waste listed in the United States Department of Transportation HAZARDOUS MATERIALS Table at 49 CFR 172.101; any hazardous substance listed by the Environmental Protection Agency (EPA) under the Comprehensive Environmental, Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. §§ 9601 et. seq., as amended, and found at 40 CFR Part 302; any hazardous waste listed under the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. §§ 6901 et. seq., as amended, and found at 40 CFR Part 261; any toxic substance regulated by the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et. seq., as amended; any insecticide, fungicide, or rodenticide regulated by the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et. seq.; and the following specified substances or materials, that may or may not be regulated by the above: (1) asbestos or asbestos-containing materials; (2) petroleum or petroleum-based or derived products or by-products; (3) polychlorinated biphenyls (PCBs); and (4) radon.

“Interconnection” is as described in the Act and refers to the linking of two or more telecommunications networks for the purpose of terminating local telephone calls.

“Interim Number Portability (INP)” is as described in the Act and means the delivery of LNP capabilities, from a customer standpoint in terms of call completion, with as little impairment of functioning, quality, reliability, and convenience as possible and from a carrier standpoint in terms of compensation, through the use of existing and available call routing, forwarding, and addressing capabilities.

“Line Information Data Base(s) (LIDB)” means one or all, as the context may require, of the Line Information Databases owned individually by ILECs and other entities which provide, among other things, calling card validation functionality for telephone line number cards issued by ILECs and other entities. A LIDB also contains validation data for collect and third number-billed calls, which include billed number screening.

“Local Exchange Carrier” is as defined in the Act.

“Local Number Portability (LNP)” means Interim Number Portability (INP) or Permanent Number Portability (PNP).

“Local Number Portability Database” supplies routing numbers for calls involving numbers that have been ported from one local service provider to another and is further defined in Attachment 2, Section 13.3.1.

"Local Service" has the meaning set forth in Section 1 of the General Terms and Conditions.

"Local Switching" has the meaning set forth in Attachment 2, Section 7.1.

"Local Traffic" - means any telephone call that originates and terminates in the same LATA and is billed by the originating Party as a local call, including any call terminating in an exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection agreement with an independent LEC, with which AT&T is not directly interconnected.

"Loop" or "Loop Combination" has the meaning set forth in Attachment 2, Section 2.1.1.

"Loop Concentrator/Multiplexer" has the meaning set forth in Attachment 2, Section 5.1.

"Loop Distribution" has the meaning set forth in Attachment 2, Section 4.

"Loop Feeder" has the meaning set forth in Attachment 2, Section 6.1.1.

"MECAB" means the Multiple Exchange Carrier Access Billing document prepared under the direction the Billing Committee of the OBF. The Multiple Exchange Carrier Access Billing document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of access and other connectivity services provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

"MECOD" means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services- Industry Support Interface, a document developed under the auspices of the Billing Committee of the OBF. The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access and other connectivity services which is to be provided by two or more LECs (including LECs and CLECs), or by one LEC or CLEC in two or more states within a single LATA.

"Network Element" is as defined in the Act.

"Network Interface Device" has the meaning set forth in Attachment 2, Section 4.1.1.1.

"911 Service" means a universal telephone number which gives the public direct access to the PSAP. Basic 911 service collects 911 calls from one or more local exchange switches that serve a geographic area. The calls are then sent to the correct authority designated to receive such calls.

"OBF" means the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

"Operator Systems" has the meaning set forth in Part I, Section 30.9.5.

"OUTPLOC" is as described in Section 28.6.22 of Part I of the Agreement.

"Parties" means AT&T and BellSouth.

"Permanent Number Portability (PNP)" means the use of the Local Routing Number (LRN) database solution to provide fully transparent LNP for all customers and all providers without limitation.

"Pole Attachment" has the meaning set forth in Attachment 3.

"Premises" is as defined in the Act.

"Public Safety Answering Point (PSAP)" means the designated agency to which calls to E911/911 services are routed.

"Real Time" means the actual time in which an event takes place, with the reporting on or the recording of the event practically simultaneous with its occurrence.

"Recipient" means that Party to this Agreement to which Confidential Information has been disclosed by the other Party.

"Recorded Usage Data" has the meaning set forth in Attachment 7,

Section 3.1.

"Release" means any release, spill, emission, leaking, pumping, injection, deposit, disposal, discharge, dispersal, leaching, or migration, including without limitation, the movement of Environmental Hazards through or in the air, soil, surface water or groundwater, or any action or omission that causes Environmental Hazards to spread or become more toxic or more expensive to investigate or remediate.

"Retail Rates" means the lowest prices that BellSouth actually charges its customers.

"Rights of Way (ROW)" has the meaning set forth in Attachment 3.

"RLEC" The terms Regional Local Exchange Company ("RLEC"), Local Exchange Company ("LEC"), and Incumbent Local Exchange ("ILEC") are used interchangeably throughout this Agreement.

"SECAB" means the Small Exchange Carrier Access Billing document prepared by the Billing Committee of the OBF. The Small Exchange Carrier Access Billing document, published by Bellcore as Special Report SR OPT - 001856, contains the recommended guidelines for the billing of access and other connectivity services.

"Served Premises" means collectively, the AT&T designated locations to which AT&T orders Network Elements, Ancillary Functions or Combinations.

"Service Control Point" has the meaning set forth in Attachment 2, Section 13.1.2.

"Services and Elements" means collectively Local Services, Network Elements, Combinations, Ancillary Functions, and Additional Features.

"Service Order" means the placement of an order for Services or Elements.

"Signaling Link Transport" has the meaning set forth in Attachment 2, Section 11.1.

"Signaling Transfer Points" has the meaning set forth in Attachment 2, Section 12.1.

"SS7 Network Interconnection" has the meaning set forth in Attachment 2, 15.5.1.

"Synchronization" has the meaning set forth in Attachment 2, Section 15.4.1.

"Tandem Switching" has the meaning set forth in Attachment 2, 14.1.

"Telephone Relay Service" provides to speech and hearing-impaired callers a service that enables callers to type a message into a telephone set equipped with a keypad and message screen and to have a line operator read the message to a recipient and to relay message recipients' response to the speech or hearing-impaired caller.

"Total Element Long Run Incremental Cost (TELRIC)" is the cost of the forward looking least cost technology of providing a service, relevant group of services, or basic network elements, given that the company already produces all of its services. Alternatively, TELRIC represents the costs avoided if the telecommunications provider had never offered the particular service, group of services, or network element in question.

"Voluntary Federal Customer Financial Assistance Programs" are Telecommunications Services provided to low-income subscribers, pursuant to requirements established by the appropriate state regulatory body.

"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped, or recycled, associated with activities AT&T or BellSouth or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or byproducts), except for substances and materials that AT&T, BellSouth or their respective contractors or agents intend to use in their original form in connection with similar activities, are Waste. "Waste" shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structure are no longer in current use.

"Work Locations" means any real estate that BellSouth owns, leases or licenses or in which it holds easements or other rights to use, or does use, in connection with this Agreement.