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BELLSOUTH

POSTED 03/10/04

BellSouth Telecommunications, Inc.
Legal Department
1600 Williams Street
Suite 5200
Columbia, SC 29201

patrick.turner@bellsouth.com

Patrick W. Turner
General Counsel-South Carolina

803 401 2900
Fax 803 254 1731

March 8, 2004

ACCEPTED
Legal 2003-9-04

The Honorable Bruce Duke
Executive Director
Public Service Commission of SC
Post Office Drawer 11649
Columbia, South Carolina 29211

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2004 MAR 8 PM 3:53
SC PUBLIC SERVICE COMMISSION

Re: Joint Petition for Arbitration of NewSouth Communications, Corp., NuVox Communications, Inc., KMC Telecom V., Inc., KMC Telecom III LLC, and Xspedius [Affiliates] of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended
Docket No. 2004-42-C

Dear Mr. Duke:

Enclosed for filing are the original and one paper copy of BellSouth Telecommunications, Inc.'s ("BellSouth's") Response to the Petition for Arbitration on behalf of NewSouth Communications, Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius in the above-referenced matter. Also enclosed is a CD-Rom that contains redlined copies of the various interconnection agreements that comprise Exhibit B to BellSouth's Response.

As indicated on the enclosed Certificate of Service, I am providing counsel for the Parties and counsel for the Commission's Staff with: copies of this letter, BellSouth's Response, and BellSouth's Issues Matrix (which is Exhibit A to BellSouth's Response) by email; and copies of this letter and a CD-Rom that contains redlined copies of the various interconnection agreements that comprise Exhibit B to BellSouth's Response by U.S. Mail.

Sincerely,

Patrick Turner

Patrick W. Turner

cc: John J. Pringle, Jr., Esquire
John J. Heitmann, Esquire
F. David Butler, Esquire
Florence Belser, Esquire

Enclosures
PC Docs #529910

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BEFORE THE
SOUTH CAROLINA PUBLIC SERVICE COMMISSION

In the Matter of Joint Petition for Arbitration of NewSouth Communications Corp., NuVox Communications, Inc. KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius Communications, LLC on Behalf of its Operating Subsidiaries Xspedius Management Co. Switched Services, LLC, Xspedius Management Co. Of Charleston, LLC, Xspedius Management Co. of Columbia, LLC, Xspedius Management Co. Of Greenville, LLC, and Xspedius Management Co. Of Spartanburg, LLC Of an Interconnection Agreement with BellSouth Telecommunications, Inc. Pursuant to Section 252(b) of the Communications Act of 1934, as Amended	)	Docket No. 2004-42-C Filed: March 8, 2004

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SC PUBLIC SERVICE COMMISSION

BELLSOUTH TELECOMMUNICATIONS, INC.'S ANSWER TO THE PETITION FOR ARBITRATION OF NEWSOUTH COMMUNICATIONS CORP., NUVOX COMMUNICATIONS, INC., KMC TELECOM V, INC., KMC TELECOM III LLC, AND XSPEDIUS COMMUNICATIONS, LLC

Pursuant to 47 U.S.C. § 252(b)(3), BellSouth Telecommunications, Inc. ("BellSouth"), responds to the Petition for Arbitration ("Petition") filed by NewSouth Communications Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III, LLC, and Xspedius Communications, LLC ("CLECs" or "Petitioners") and states the following:

1. Sections 251 and 252 of the Telecommunications Act of 1996 ("1996 Act") encourage negotiations between parties to reach local interconnection agreements. Section 251(c)(1) of the 1996 Act requires incumbent local exchange companies to negotiate the

particular terms and conditions of agreements to fulfill the duties described in Sections 251(b) and 251(c)(2)-(6).

2. As part of the negotiation process, the 1996 Act allows a party to petition a state commission for arbitration of unresolved issues.[1] The petition must identify the issues resulting from the negotiations that are resolved, as well as those that are unresolved.[2] The petitioning party must submit along with its petition "all relevant documentation concerning: (1) the unresolved issues; (2) the position of each of the parties with respect to those issues; and (3) any other issues discussed and resolved by the parties."[3] A non-petitioning party to a negotiation under this section may respond to the other party's petition and provide such additional information as it wishes within 25 days after a commission receives the petition.[4] The 1996 Act limits a commission's consideration of any petition (and any response thereto) to the unresolved issues set forth in the petition and in the response.[5]

3. Through the arbitration process, a commission must resolve the unresolved issues ensuring that the requirements of Sections 251 and 252 of the 1996 Act are met. The obligations contained in those sections of the 1996 Act are the obligations that form the basis for negotiation, and if negotiations are unsuccessful, then form the basis for arbitration. Issues or topics not specifically related to these areas are outside the scope of an arbitration proceeding. Once a commission has provided guidance on the unresolved issues, the parties must incorporate those resolutions into a final agreement to be submitted to a commission for approval.[6]

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[1] 47 U.S.C. § 252(b)(2).
[2] *See generally,* 47 U.S.C. §§ 252 (b)(2)(A) and 252 (b)(4).
[3] 47 U.S.C. § 252(b)(2).
[4] 47 U.S.C. § 252(b)(3).
[5] 47 U.S.C. § 252(b)(4).
[6] 47 U.S.C. § 252(a).

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4. BellSouth and CLECs previously entered into Interconnection Agreements ("Agreements") in South Carolina that have now expired. Although BellSouth and CLECs negotiated in good faith as to the terms and conditions for a new Agreement, the parties have been unable to reach agreement on some issues and, as a result, CLECs filed their Petition. BellSouth responds below to each of the separately numbered paragraphs of the CLECs' Petition:

5. BellSouth lacks information sufficient to either admit or deny the allegations in Paragraph 1 of the Petition. These allegations, therefore, are denied.

6. The allegations in Paragraph 2 of the Petition require no response from BellSouth.

7. BellSouth admits the allegations in Paragraph 3 of the Petition, except the allegation that "BellSouth has, at relevant times been a dominant provider of telephone exchange service." CLECs do not define the term "dominant carrier," and BellSouth does not know what significance is intended by this term in the context of Paragraph 3. Accordingly, this allegation is denied.

8. Paragraph 4 of the Petition sets forth the CLECs' rendition of BellSouth's legal obligations under the Act. This paragraph contains no factual allegations to which a response is required.

9. BellSouth is without knowledge of the allegations of Paragraphs 5-8 of the Petition. Accordingly, they are denied.

10. The allegations of Paragraphs 9, 10, and 11 are admitted.

11. BellSouth denies the allegations of Paragraph 12 of the Petition. Specifically, BellSouth states that it is improper for the CLECs to file a Joint Petition, and this filing should be

rejected by the Commission. This issue is addressed at greater length in the Motion to Sever or to Adopt Procedural Requirements that BellSouth filed on February 27, 2004.

12. BellSouth states that the provisions of the 1996 Act referenced in Paragraph 13 speak for themselves and require no response from BellSouth.

13. BellSouth admits that the pertinent statutory deadlines are accurately set forth in Paragraph 14 of the Petition. The remainder of this Paragraph references sections of the 1996 Act, which speaks for itself. Accordingly, no response from BellSouth is required.

14. Paragraphs 15 through 19 of the Petition contain no factual allegations to which a response is required by BellSouth. These paragraphs contain an extensive rendition of the CLECs' view of the pertinent federal law, all of which speaks for itself. Accordingly, no response is required by BellSouth.

15. In response to Paragraphs 20 and 21 of the Petition, BellSouth states that these Paragraphs do not contain factual allegations to which a response is required, but rather are composed of a list of the issues as framed by the CLECs, along with the CLECs' positions on the issues and some of BellSouth's positions on the issues. Prior to the filing of the Petition, CLECs identified certain issues in a timely manner. In each such instance, BellSouth provided to the CLECs its position on the issue, which was included in the issues matrix attached to the Petition. The parties also negotiated an agreed issue statement for most of these issues. The CLECs, however, also raised a substantial number of issues when there was so little time remaining before the statutory filing deadline that BellSouth was not able to provide its positions on these issues for inclusion in the matrix attached to the Petition. Exhibit A to this Answer is a modified Matrix that reflects the current status of the issues identified in the Petition and the positions of both BellSouth and the CLECs. Each statement of an issue contained in the Matrix has been

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agreed upon by the parties unless otherwise indicated. When the agreed upon statement reflects a revision to the statement contained in the Petition, this is noted in the attached Matrix. In the instances in which the parties do not agree on the particular statement of an issue, the Matrix lists both BellSouth's statement and the CLECs'. A number of issues identified in the Petition have been resolved since the filing of the Petition. In each such instance, the issue number remains in the attached Matrix (so that it matches the numbering of the matrix attached to the Petition), but the statement of the issue and the parties' respective positions have been replaced by a notation that the issue has been resolved.

16. The resolved and unresolved provisions of the Interconnection Agreement are accurately reflected in Exhibit B to this Answer. Exhibit B may not reflect language agreed to or other changes that occurred in the last three business days before the filing of this Answer.

17. BellSouth has no objection to the Commission considering procedural requests of the type set forth in Paragraph 22 of the Petition, so long as BellSouth receives notice of any specific request by the Petitioners and is provided an opportunity to address any such request.

18. In response to Paragraph 23, BellSouth admits that the remaining unresolved issues require arbitration by the Commission.

19. BellSouth denies that the CLECs are entitled to the relief requested in the "Wherefore" clause of the Petition. BellSouth also states that the Commission should reject the CLECS' positions on each and every one of the issues set forth in the Petition and, instead, should adopt BellSouth's positions on each and every issue.

20. BellSouth notes that national and state telecommunications law and policy is in a state of flux and could potentially impact even those provisions of the parties' Interconnection Agreement that are not currently in dispute. In the event changes and/or clarifications of the law

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impact the disputed and/or undisputed provisions of the parties' Interconnection Agreement (and the parties are unable to agree on how any such changes and/or clarifications are to be incorporated into the parties' Interconnection Agreement), BellSouth reserves the right to seek further redress from the Commission on those issues.

21. BellSouth denies each and every allegation in the Petition not expressly admitted herein, and demands strict proof thereof.

Respectfully submitted, this 8th day of March 2004.

BELLSOUTH TELECOMMUNICATIONS, INC.

Patrick W. Turner

PATRICK W. TURNER
1600 Williams Street
Columbia, South Carolina 29201
(803) 401-2900

J. Phillip Carver by pat w/ permission

R. DOUGLAS LACKEY
J. PHILLIP CARVER
BellSouth Center – Suite 4300
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375
(404) 335-0710

529691

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EXHIBIT A

SC PSC DOCKET NO. 2004-42-C
BELLSOUTH TELECOMMUNICATIONS, INC'S
MATRIX OF UNRESOLVED ISSUES AND POSITIONS

ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				GT&Cs (MAIN)	
1	G-1	1.6	*What should be the effective date of future rate impacting amendments?*	Future amendments incorporating Commission-approved rates should be effective as of the effective date of the Commission order, if an amendment is requested within 30 calendar days of that date. Otherwise, such amendments should be effective 10 calendar days after request.	Future amendments incorporating Commission-approved rates should be effective ten (10) calendar days after the date of the last signature executing the amendment.
2	G-2	1.7	***BellSouth Issue Statement:*** *How should "End User" be defined for purposes of attachment 2 of this Agreement?* ***CLEC Issue Statement:*** *How should "End User" be defined?*	The term "End User" should be defined as "the customer of a Party".	The Parties have not discussed the definition for "End User" other than in the context of high-capacity EELs. Since the issue as stated by the CLECs and raised in the General Terms and Conditions of the Agreement has never been discussed by the Parties, the issue is not appropriate for arbitration. The term End User should be defined as it is customarily used in the industry; that is, the ultimate user of the telecommunications service.

ITEM No.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
3	G-3	10.2	*Should the agreement contain a general provision providing that BellSouth shall take financial responsibility for its own actions in causing, or contributing to unbillable or uncollectible CLEC revenue in addition to specific provisions set forth in Attachments 3 and 7?*	YES, BellSouth should be financially liable for causing, failing to prevent, or contributing to unbillable or uncollectible CLEC revenue. A general provision complements the specific provisions contained in Attachments 3 and 7.	NO. The Parties have negotiated specific provisions in Attachments 3 and 7 addressing responsibility for billing records deficiencies. Therefore, this additional provision is unnecessary.
4	G-4	10.4.1	*What should be the limitation on each Party's liability in circumstances other than gross negligence or willful misconduct?*	In cases other than gross negligence and willful misconduct by the other party, or other specified exemptions as set forth in CLECs' proposed language, liability should be limited to an aggregate amount over the entire term equal to 7.5% of the aggregate fees, charges or other amounts paid or payable for any and all services provided or to be provided pursuant to the Agreement as of the day immediately preceding the date of assertion or filing of the applicable claim or suit. CLECs' proposal represents a hybrid between limitation of liability provisions typically found in commercial contracts between sophisticated buyers and sellers, in the absence of overwhelming market dominance by one party, and the effective elimination of liability provision proposed by BellSouth.	The industry standard limitation of liability should apply, which limits the liability of the provisioning party to a credit for the actual cost of the services or functions not performed or improperly performed.

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
5	G-5	10.4.2	***BellSouth Issue Statement:*** *If the CLEC elects not to place in its contracts with end users and/or tariffs standard industry limitations of liability, who should bear the risks that result from this business decision?* ***CLEC Issue Statement:*** *Should each Party be required to include specific liability-eliminating terms in all of its tariffs and End User contracts (past, present and future), and, to the extent that a Party does not or is unable to do so, should it be obligated to indemnify the other Party for liabilities not eliminated?*	NO, BellSouth should not be able to dictate the terms of service between CLEC and its End Users by, among other things, holding CLEC liable for failing to mirror BellSouth's limitation of liability and indemnification provisions in CLEC's End User tariffs and/or contracts. To the extent that a Party does not, or is unable to, include specific elimination-of-liability terms in all of its tariffs and End User contracts (past, present and future), and provided that the non-inclusion of such terms is commercially reasonable, that Party should not be required to indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the elimination-of-liability terms that such other Party included in its tariffs at the time of such loss.	If a CLEC elects not to limit its liability to its end users/customers in accordance with industry norms, the CLEC should bear the risk of loss arising from that business decision.
6	G-6	10.4.4	***BellSouth Issue Statement:*** *How should indirect, incidental or consequential damages be defined for purposes of the Agreement?* ***CLEC Issue Statement:***	NO, the Agreement, by its nature, contemplates that End Users will be served via the exchange of traffic through interconnection arrangements and through the use of UNEs and Other Services purchased. Damages to End Users that result directly and in a reasonably foreseeable manner from BellSouth's (or	What damages constitute indirect, incidental or consequential damages is a matter of state law at the time of the claim and should not be dictated by a party to an agreement.

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			Should limitation on liability for indirect, incidental or consequential damages be construed to preclude liability for claims or suits for damages incurred by CLEC's (or BellSouth's) End Users to the extent such damages result directly and in a reasonably foreseeable manner from BellSouth's (or CLEC's) performance obligations set forth in the Agreement?	CLEC's) performance of obligations set forth in the Agreement that were not and are not directly and proximately caused by or are the result of CLEC's (or BellSouth's) failure to act at all relevant times in a commercially reasonable manner in compliance with CLEC's (or BellSouth's) duties of mitigation with respect to such damage should be considered direct under the Agreement for simple negligence purposes.	
7	G-7	10.5	*What should the indemnification obligations of the parties be under this Agreement?*	The Party providing service under the Agreement should be indemnified, defended and held harmless by the Party receiving services against any claim for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications. Similarly, the Party receiving services under the Agreement should be indemnified, defended and held harmless by the Party providing services against any claims, loss or damage to the extent arising from: (1) the providing Party's failure to abide by Applicable Law, or (2) injuries or damages arising out of or in connection with this Agreement to the extent cased by the providing Party's	The Party receiving services should indemnify the party providing services from (1) any claim loss or damages from claims for libel, slander or invasion of privacy arising from the content of the receiving party's own communications, or (2) any claim, loss or damage claimed by the end user of the Party receiving services arising out of the Agreement.

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
				negligence, gross negligence or willful misconduct.	
8	G-8	11.1	*What language should be included in the Agreement regarding a Party's use of the other Party's name, service marks, logo and trademarks?*	Given the complexity of and variability in intellectual property law, this nine-state Agreement should simply state that no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by the Agreement and that a Party's use of the other Party's name, service mark and trademark should be in accordance with Applicable Law. The Commission should not attempt to prejudge intellectual property law issues, which at BellSouth's insistence, the Parties have agreed are best left to adjudication by courts of law (see, GTC, Sec. 11.5).	Except for factual references to the BellSouth name as necessary to respond to direct inquiries from customers or potential customers regarding the source of the underlying services or the identity of repair technicians, CLECs should not be entitled to use BellSouth's name, service mark, logo or trademark. This position is consistent with prior rulings of this Commission. *See* Order on Arbitration, *In Re: Petition of IDS Telecom, LLC for Arbitration of a Proposed Interconnection Agreement with BellSouth Telecommunications, inc. Pursuant to 47 U.S.C. Section 252(b)*, Order No. 2001-186 in Docket No. 2001-19-C at pp. 6-12 (April 3, 2001).
9	G-9	13.1	***BellSouth Issue Statement:*** *Should a party be allowed to take a dispute concerning the interpretation or implementation of any provision of the agreement to a Court of law for resolution without first exhausting its administrative remedies?*	YES, either Party should be able to petition the Commission, the FCC or a court of law for resolution of a dispute. Given the difficulties experienced in achieving efficient regional dispute resolution, and the ongoing debate as to whether state commissions have jurisdiction to enforce agreements (CLECs do not dispute that authority) and as to whether the FCC will engage in such enforcement (or not), no legitimate dispute resolution venue should	This Commission or the FCC should resolve disputes as to the interpretation of the Agreement or as to the proper implementation of the Agreement. A party should be entitled to seek judicial review of any ruling made by the Commission or the FCC concerning this Agreement, but should not be entitled to take such disputes to a Court of law without first exhausting its administrative remedies.

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			CLEC Issue Statement: *Should a court of law be included among the venues at which a Party may seek dispute resolution under the Agreement?*	be foreclosed. There is no question that courts of law have jurisdiction to entertain such disputes (see GTC, Sec. 11.5); indeed, in certain instances, they may be better equipped to adjudicate a dispute and may provide a more efficient alternative to litigating in up to 9 different jurisdictions or to waiting for the FCC to decide whether it will or won't accept an enforcement role given the particular facts.	
10	G-10	17.4	***This issue has been resolved.***		
11	G-11	19, 19.1	***This issue has been resolved.***		
12	G-12	32.2	*Should the Agreement explicitly state that all existing state and federal laws, rules, regulations, and decisions apply unless otherwise specifically agreed to by the Parties?*	YES, nothing in the Agreement should be construed to limit a Party's rights or exempt a Party from obligations under Applicable Law, as defined in the Agreement, except in such cases where the Parties have explicitly agreed to a limitation or exemption. This is a basic legal tenet and is consistent with both federal and Georgia law (agreed to by the parties), and it should be explicitly stated in the Agreement in order to avoid unnecessary disputes and litigation that has plagued the Parties in the past.	No. This Agreement constitutes the contractual obligations of the Parties to each other and should not be subject to further negotiation subsequent to being fully negotiated and arbitrated.
13	G-13	32.3	*How should the Parties deal with non-negotiated deviations from the state Commission- approved*	Any non-negotiated deviations from ordered rates should be corrected by retroactive true-up to the effective date of the Agreement within 30 calendar days of the	Any non-negotiated deviations from ordered rates should be changed by amendment of the agreement upon discovery by a party and should be

Item No.	Issue #	§	Unresolved Issue	CLEC Position	BellSouth Position
			rates in the rate sheets attached to the Agreement?	date the error was identified by either Party.	applied prospectively regardless of whether the rate increases or decreases as a result of such amendment.
14	G-14	34.2	*Can either Party require, as a prerequisite to performance of its obligations under the Agreement, that the other Party adhere to any requirement other than those expressly stipulated in the Agreement or mandated by Applicable Law?*	NO, the Parties should not be permitted to hold performance hostage to terms not included in the Agreement and not mandated by Applicable Law. More specifically, neither Party should, as a condition or prerequisite to such Party's performance of its obligations under the Agreement, impose or insist upon the other Party's (or any of its End Users') adherence to any requirement or obligation other than as expressly stipulated in this Agreement or as otherwise mandated by Applicable Law.	YES. The Parties are free to negotiate with each other as they may with third parties. Neither Party should use this agreement to interfere with a third party's contractual rights and obligations.
15	G-15	45.2	*If BellSouth changes a provision of one or more of its Guides that would cause CLEC to incur a material cost or expense to implement the change, should the CLEC notify BellSouth, in writing, if it does not agree to the change?*	NO, if the contemplated change to one or more of BellSouth's Guides would cause CLEC to incur a material cost or expense to implement the change, BellSouth and CLEC should negotiate an amendment to the Agreement to incorporate such change.	YES. BellSouth's Guides apply to all CLEC's equally. If BellSouth allows a CLEC the right to opt out of the requirements of a Guide, the CLEC should notify BellSouth of its decision to do so. This position is consistent with prior rulings of this Commission. *See* Order on Arbitration, *In Re Petition of HTC Communications, Inc. for Arbitration of an Interconnection Agreement with Verizon South, Inc.*, Order No. 2002-450 in Docket No. 2002-66-C at p. 8 (June 12, 2002).
16	G-16	45.3	***BellSouth Issue Statement:*** *If a tariff is referenced in the*	NO, unreasonable and/or discriminatory revisions to BellSouth's tariffs should not affect the obligations set forth in the	If a service is purchased pursuant to a tariff that is referenced in the Agreement, the terms of that tariff at the

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			Agreement, what effect should subsequent changes to the tariff have on the Agreement? ***CLEC Issue Statement:*** *Should the obligations set forth in the Agreement be impacted by unreasonable and/or discriminatory revisions to BellSouth tariffs?*	Agreement. Specifically, to the extent that tariff changes are inconsistent with the provisions of the Agreement, or are unreasonable or discriminatory, they should not supersede the Agreement. Such changes may only become part of the Agreement by written amendment negotiated and/or arbitrated by the Parties.	time of the purchase should apply. This Commission already has procedures in place pursuant to which BellSouth may revise its tariffs, and pursuant to which a CLEC, or any other party, may object to such revisions. There should be no require-ment that tariff revisions that occur after the Agreement becomes effective be incorporated into the Agreement by amendment.
			RESALE (ATTACHMENT 1)		
17	1-1	3.19	*How much advance notice must BellSouth give CLEC before discontinuing a service or increasing the price of a resold service?*	BellSouth must provide electronically to CLEC forty-five (45) days advance notice of changes to the prices, terms or conditions of services available for Resale, including but not limited to, discontinuances and price increases.	If a CLEC is under a commission requirement to provide notice to its end users of price increases or discontinuance of services, BellSouth should provide 10 days notice prior to the CLEC's obligation to provide notice to its end users.
18	1-2	11.6.6	***This issue has been resolved.***		
			NETWORK ELEMENTS (ATTACHMENT 2)		
19	2-1	1.1	***This Issue has been resolved.***		
20	2-2	1.2	***This Issue has been resolved.***		

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
21	2-3	1.4.2	***This issue has been resolved.***		
22	2-4	1.4.3	***(A) Should CLEC be required to submit a BFR/NBR to convert a UNE or Combination (or part thereof) to other services or tariffed BellSouth access services?*** ***(B) In the event of such conversion, what rates should apply?***	(A) NO, CLEC should be allowed to submit an LSR or ASR, as appropriate. (B) For such conversion, the non-recurring charges should be as set forth in Exhibit A of Attachment 2 or the relevant tariff, as appropriate. In addition, such charges should be commensurate with the work required to effectuate the conversion (cross connect only, billing change/records update only, etc.).	(A) No. A CLEC should be allowed to submit a spreadsheet consisting of information that identifies the requested circuits to be converted from a UNE or a UNE combination to a wholesale tariffed service. BellSouth should accept a spreadsheet (and a commingling ordered document that indicates which part is to be filled as a UNE, if applicable) and convert the transport from a UNE or UNE combination to wholesale tariffed services in total or in part. (B) There should be no charge for the conversion itself, but other applicable charges should apply.
23	2-5	1.5	*(A) In the event UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, which Party should bear the obligation of identifying those service arrangements?*	(A) In the event UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in the Agreement, it should be BellSouth's obligation to identify the specific service arrangements that it insists be transitioned to other services pursuant to Attachment 2. (B) If CLEC does not submit a rearrange or disconnect order within 30 days, BellSouth	(A) In the even UNEs or Combinations are no longer offered pursuant to, or are not in compliance with, the terms set forth in the Agreement, it should be CLEC's obligation to identify the specific service arrangements that must be transitioned to other services pursuant to Attachment 2. CLEC should be responsible for ensuring it is not violating the agreement.

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			(B) What recourse may BellSouth take if CLEC does not submit a rearrange or disconnect order within 30 days? *(C) What rates, terms and conditions should apply in the event of a termination, re-termination, or physical rearrangements of circuits?*	may disconnect such arrangements or services without further notice, provided that CLEC has not notified BellSouth of a dispute regarding the identification of specific service arrangements as being no longer offered pursuant to, or are not in compliance with, the terms set forth in the Agreement. (C) For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the Agreement, non-recurring charges for the applicable UNE or cross connect from Exhibit A of Attachment 2 should apply. Disconnect charges should not apply to services that are being physically rearranged or re-terminated.	(B) If orders to rearrange or disconnect those arrangements or services are not received by the thirty-first (31st) calendar day after the Effective Date of this Agreement, BellSouth may disconnect those arrangements or services without further notice. (C) For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the applicable UNE(s) from Exhibit A of this Attachment will apply. To the extent re-termination or other physical rearrangement is required in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply. Applicable disconnect charges will apply to a UNE/Combination that is rearranged or disconnected.
24	2-6	1.5.1	***BellSouth Issue Statement:*** *Should CLECs be required to follow applicable industry standards and BellSouth Technical References when*	NO, unless permitted under Applicable Law, BellSouth may not impose limitations on CLEC's ability to access and use UNEs.	Yes, CLECs should follow applicable industry standards and BellSouth technical references in accessing UNEs. For example, the FCC does not prescribe the particular grounding requirements for a NID but rather leaves

Item No.	Issue #	§	Unresolved Issue	CLEC Position	BellSouth Position
			using UNEs? ***CLEC Issue Statement:*** *Should BellSouth be entitled to impose limitations on CLEC use of UNEs not permitted by Applicable Law?*		it to BellSouth and CLEC to follow industry technical standards.
25	2-7	1.6.1	*What rates, terms and conditions should apply for Routine Network Modifications pursuant to 47 C.F.R. § 51.319(a)(8) and (e)(5)?*	If BellSouth has anticipated such Routine Network Modifications and performs them during normal operations, then BellSouth should perform such Routine Network Modifications at no additional charge. If BellSouth has not anticipated a requested or necessary network modification as being a Routine Network Modification and, as such, has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of Attachment 2, then BellSouth should notify CLEC of the required Routine Network Modification and should request that CLEC submit a Service Inquiry to have the work performed. Each *unique* request should be handled as a project on an individual case basis. BellSouth should provide a TELRIC-compliant price quote for the request, and upon receipt of a firm order from CLEC, BellSouth should perform the Routine	BellSouth will perform Routine Network Modifications in accordance with FCC 47 C.F.R. 51.319(a)(8) and (e)(5). Except to the extent expressly provided otherwise in Attachment 2, if BellSouth has anticipated such Routine Network Modifications and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit A of Attachment 2, then BellSouth shall perform such Routine Network Modifications at no additional charge. Routine Network Modifications shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such Routine Network Modifications were anticipated in the setting of such intervals. If

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Item No.	Issue #	§	Unresolved Issue	CLEC Position	BellSouth Position
				Network Modification.	BellSouth has not anticipated a requested network modification as being a Routine Network Modification and has not recovered the costs of such Routine Network Modifications in the rates set forth in Exhibit A of this Attachment, then CLEC must submit a service inquiry (SI) to have the work performed. Each request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request, and upon receipt of payment from CLEC, BellSouth shall perform the Routine Network Modification.
26	2-8	1.7	*Should BellSouth be required to commingle UNEs or Combinations with any service, network element or other offering that it is obligated to make available pursuant to Section 271 of the Act?*	YES, BellSouth should be required to commingle UNEs or Combinations with any service, network element, or other offering that it is obligated to make available pursuant to Section 271 of the Act.	No, consistent with the FCC's errata to the Triennial Review Order, there is no requirement to commingle UNEs or combinations with services, network elements or other offerings under Section 271 of the Act.
27	2-9	1.8.3	*When multiplexing equipment is attached to a commingled circuit, should the multiplexing equipment be billed per the jurisdictional authorization*	When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment should be billed from the same jurisdictional authorization (Agreement or tariff) as the lower bandwidth service.	When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment should be billed from the same jurisdictional authorization (Agreement or tariff) as the higher bandwidth service. The

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			(Agreement or tariff) of the lower or higher bandwidth service?		central office Channel Interface should be billed from the same jurisdictional authorization as the lower-level jurisdiction.
28	2-10	1.9.4	*Should the recurring charges for UNEs, Combinations and Other Services be prorated based upon the number of days that the UNEs are in service?*	YES, the recurring charges for UNEs, Combinations, and Other Services should be prorated based upon the number of days that the UNEs, Combinations, and Other Services are in service.	No, the recurring charges for UNEs, Combinations, and Other Services should be prorated based upon the number of days that the UNEs, Combinations, and Other Services are in service after a minimum period of service has expired.
29	2-11	2.1.1	***This issue has been resolved.***		
30	2-12	2.1.1.1	*Should the Agreement include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station do not constitute loops?*	NO, the Agreement should not include a provision declaring that facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center, or base station do not constitute loops. Such a provision would be inconsistent with the FCC's Triennial Review Order.	Yes. By the FCC's definition, a loop terminates at the End User's customer premises, not a cell site, carrier's switch/premises, mobile switching center or base station.
31	2-13	2.1.1.2	***BellSouth Issue Statement:*** *Should BellSouth be required to unbundled the low*	NO, CLEC should not be required to purchase the entire bandwidth of a Loop, except where required by Applicable Law.	Yes. CLEC should be required to purchase the entire bandwidth of a Loop. In paragraph 270 of the TRO, the FCC specifically denied an effort to

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			frequency portion of the loop? ***CLEC Issue Statement:*** *Should the Agreement require CLEC to purchase the entire bandwidth of a Loop, even in cases where such purchase is not required by Applicable Law?*		separate the bandwidth into upper and lower bands. Moreover, this issue is not appropriate for arbitration in this proceeding because it involves a request by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act.
32	2-14	2.1.2, 2.1.2.1, 2.1.2.2	*(A) Should the Agreement contain provisions categorizing loops as either mass market loops or enterprise market loops?* *(B) If so, what should such provisions say?*	(A) YES, the Agreement should contain provisions categorizing loops as either mass market loops or enterprise market loops. (B) Such provisions should state that there are two categories of UNE loops, namely, Mass Market Loops and Enterprise Loops. The provisions should further define Mass Market Loops as loops that deliver narrow-band service, such as POTS, facsimile services and DS0 level services as well as broadband services such as DSL services to residential and very small business customers. In addition, there should be a provision listing the three types of Mass Market Loops: copper loops, fiber-to-the-home loops, and hybrid fiber/copper loops. The provision should define Enterprise Market Loops as loops that deliver narrow-	(A) No, the Agreement should recognize that the FCC in the TRO identified two categories of markets that would use Loops at different bandwidths and quantities. It is not necessary to categorize loops into those that are available in the "mass market" and those that are available in the "enterprise market" and indeed to do so simply adds ambiguity to the Agreement. Pursuant to the Agreement, and in accordance with the FCC's rules, (which do not make reference to the "mass market" and the "enterprise market"), BellSouth will offer the loops that the FCC has ordered. (B) There are two (2) markets within which Loops are provisioned: Mass Markets and Enterprise Markets.

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				band and broadband services to small, medium and large-sized businesses. Similarly, there should be a provision setting forth that Enterprise Loops, including DS1, DS-3/STS loops, and dark fiber loops are not subject to any of the restrictions applicable to Mass Market Loops, regardless of the transmission medium over which they are provided.	
33	2-15	2.2.3	*Is unbundling relief provided under FCC Rule 319(a)(3) applicable to Fiber-to-the-Home Loops deployed prior to October 2, 2003?*	NO, the unbundling relief provided under FCC Rule 319(a)(3) is only applicable to Fiber-to-the-Home Loops deployed on or after October 2, 2003 (the effective date of the FCC's Triennial Review Order).	Yes, the FCC found that for Fiber-to-the-Home (FTTH) there is no impairment on a national basis and did not make this decision contingent upon a deployment date.
34	2-16	2.3.3	***This Issue has been resolved.***		
35	2-17	2.4.3, 2.4.4	*(A) What rates should apply to testing and dispatch performed by BellSouth in response to a CLEC trouble report when no trouble is ultimately found to exist?* *(B) What rate should apply when BellSouth is required to dispatch to an end user location more than once*	TELRIC-compliant rates to be approved by the Commission and incorporated in Exhibit A of Attachment 2 should apply to testing and dispatch performed by BellSouth in response to a CLEC trouble report and in order to confirm the working status of a UNE Loop.	(A) The trouble determination charge from the applicable tariff should apply. (B) The trouble determination charge from the applicable tariff should apply.

ITEM No.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			due to incorrect or incomplete information? ***[Issue restated by agreement of the parties 3/8/04]***		
36	2-18	2.12.1	*(A) How should line conditioning be defined in the Agreement?* *(B) What should BellSouth's obligations be with respect to line conditioning?*	(A) Line Conditioning should be defined in the Agreement as set forth in FCC Rule 47 CFR 51.319 (a)(1)(iii)(A). (B) BellSouth should perform line conditioning in accordance with FCC Rule 47 C.F.R. 51.319(a)(1)(iii). Insofar as it is technically feasible, BellSouth should test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.	(A) Line Conditioning is defined as routine network modification that BellSouth regularly undertakes to provide xDSL services to its own customers. (B) BellSouth should perform line conditioning functions as defined in 47 C.F.R. 51.319(a)(1)(iii) to the extent the function is a routine network modification that BellSouth regularly undertakes to provide xDSL to its own customers.
37	2-19	2.12.2	***BellSouth Issue Statement:*** *Should the Agreement contain specific provisions limiting the availability of load coil removal to copper loops of 18,000 feet or less?* ***CLEC Issue Statement:*** *Should the Agreement contain specific provisions*	NO, the agreement should not contain specific provisions limiting the availability of Line Conditioning to copper loops of 18,000 feet or less in length.	Yes, current industry technical standards require the placement of load coils on copper loops greater than 18,000 feet in length to support voice service and BellSouth does not remove them for BellSouth retail end users on copper loops of over 18,000 feet in length; therefore, such a modification would not constitute a routine network modification and is not required by the FCC.

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			limiting the availability of Line Conditioning to copper loops of 18,000 feet or less?		
38	2-20	2.12.3, 2.12.4	*Under what rates, terms and conditions should BellSouth be required to perform Line Conditioning to remove bridged taps?*	Any copper loop being ordered by CLEC which has over 6,000 feet of combined bridged tap will be modified, upon request from CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to CLEC. Line conditioning orders that require the removal of other bridged tap should be performed at the rates set forth in Exhibit A of Attachment 2.	For any copper loop being ordered by CLEC which has over 6,000 feet of combined bridged tap will be modified, upon request from CLEC, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to CLEC. Line conditioning orders that require the removal of bridged tap that serves no network design purpose on a copper loop that will result in a combined level of bridged tap between 2,500 and 6,000 feet will be performed at the rates set forth in Exhibit A of this Attachment. CLEC may request removal of any unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process contained in BellSouth's FCC No. 2 as mutually agreed to by the Parties. BellSouth is only required to perform line conditioning that it performs for its own xDSL customers and is not required to create a superior network for CLECs.

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
					Moreover, this issue is not appropriate for arbitration in this proceeding because it involves a request by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act.
39	2-21	2.12.6	***BellSouth Issue Statement:*** *(A) Should BellSouth be required to modify a loop in such a way that it no longer meets the technical parameters of the original Loop?* *(B) If so, should the resulting modified Loop be maintained as a non-service -specific Unbundled Copper Loop?* ***CLEC Issue Statement:*** *(A) Should the Agreement contain a provision barring Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets technical parameters of the original Loop?*	(A) NO, CLEC should not be barred from requesting Line Conditioning that would result in the modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop. (B) YES, the resulting modified Loop should be maintained as a non-service-specific Unbundled Copper Loop.	(A) No, modification of a Loop in such a way that it no longer meets the technical parameters of the original Loop is against industry technical standards and since BellSouth would not do this for BellSouth retail End Users this Line Conditioning would not fit the FCC's definition described in paragraph 643 of the TRO. BellSouth is only required to perform line conditioning that it performs for its own xDSL customers and is not required to create a superior network for CLECs. (B) Not applicable as modification of the Loop to this extent does not meet the FCC's definition of Line Conditioning. Moreover, this issue is not appropriate for arbitration in this proceeding because it involves a request by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act.

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			(B) If not, should the resulting modified Loop be maintained as a non-service -specific Unbundled Copper Loop?		
40	2-22	2.14.3.1.1	*Should BellSouth be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have inactive loops attached?* ***[Issue restated by agreement of the parties. 3/8/04]***	YES, the Commission should order BellSouth to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have spare terminations available.	To the extent a State Commission has ruled on this issue, BellSouth will, of course, comply with that ruling. Otherwise, no, BellSouth should only be required to allow CLEC to connect its Loops directly to BellSouth's multi-line residential NID enclosures that have spare terminations available.
41	2-23	2.16.2.2, 2.16.2.3.1-5, 2.16.2.3.7-12	***Issue 41(A) has been resolved.*** *(B) Should the obligation to provide UNTW apply when such premise wiring is leased? (2.16.2.2, 2.16.2.3.1)* ***BellSouth Issue Statement (C-E):*** *(C) Should BellSouth be required to install new network terminating wire*	(B) YES, BellSouth's legal obligation to provide UNTW applies even where the premises wiring is leased. (C) NO, to the extent BellSouth would install new or additional UNTW beyond existing UNTW upon request from one of its own End Users, or is otherwise required to do so in order to comply with FCC or Commission rules and orders, BellSouth should be obligated to provide access to such new or additional UNTW beyond existing UNTW.	(B) No. BellSouth will not control UNTW in every case in which it leases UNTW; however, to the extent BellSouth does control the UNTW as a result of the lease, BellSouth will be obligated to provide access due to its control of the UNTW. (C) No. BellSouth is not obligated to build a network for CLECs. Moreover, the FCC's definition of routine network modifications does not include the construction of a network.

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
			for the use of the CLEC? (2.16.2.3.2) *(D) Should the CLEC be responsible for ensuring that a customer that has asked to switch service to the CLEC is no longer obtaining BellSouth's service, or another carrier's service on that pair?* *(E) Should a time limit be placed on the CLEC's obligation to reimburse costs associated with removing access terminals and restoring the property to its original state (upon request of property owner)? (2.16.2.3.7)* ***CLEC Issue Statement (C-E):*** *(C) Should the obligation to provide access to UNTW be limited to existing UNTW? (2.16.2.3.2)* *(D) Should CLECs have to*	(D) CLEC should not be required to "ensure" that a customer that has asked to switch service to CLEC is no longer using another carrier's service on a particular pair. Rather, a provision obligating CLEC to use commercially reasonable efforts to access only an "available pair" should be sufficient. (E) YES, there should be a time limit on reimbursement obligations. Specifically, CLEC should be responsible for costs associated with removing access terminals and restoring the property to its original state only when the property owner objects to and demands removal of access terminal installations that are in progress or within thirty (30) calendar days of completion.	(D) Yes. CLEC should ensure that the pair it intends to use is not active; otherwise it will disconnect the End User's service. (E) No. BellSouth is installing the terminal at the request of, and upon the authorization obtained by, the CLEC. There should be no limit on BellSouth's ability to recover the costs of removal of the terminal which it would otherwise be unable to recover. Alternatively, BellSouth should be entitled to bill for the costs of removal upon installation of the terminal.

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			agree to language that requires them to "ensure" that a customer that has asked to switch service to CLEC is already no longer using another carrier's service on that pair – or – will language obligating CLEC to use commercially reasonable efforts to access only an "available pair" suffice? (2.16.2.3.5) *(E) Should a time limit be placed on the obligation to reimburse costs associated with removing access terminals and restoring the property to its original state (per request of property owner)? (2.16.2.3.7)*		
42	2-24	2.17.3.5	*Should BellSouth be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point?*	YES, BellSouth should be required to provide access to Dark Fiber Loops for test access and testing at any technically feasible point, the termination point within a serving wire center, and CLEC's End User's premises.	Subsequent to CLEC acceptance of Dark Fiber, BellSouth should allow the CLEC access to the Dark Fiber at its end points for testing. If a Dark Fiber trouble occurs thereafter, the CLEC should report the trouble to BellSouth and BellSouth will isolate and correct the trouble.

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ITEM NO.	ISSUE #	§	UNRESOLVED ISSUE	CLEC POSITION	BELLSOUTH POSITION
43	2-25	2.18.1.4	***BellSouth Issue Statement:*** *Under what circumstances should BellSouth be required to provide CLEC with Loop Makeup information on a facility used or controlled by another CLEC?* ***CLEC Issue Statement:*** *Under what circumstances should BellSouth provide CLEC Loop Makeup information?*	BellSouth should provide CLEC Loop Makeup information on a particular loop upon request by CLEC. Such access should not be contingent upon receipt of an LOA from a third party carrier.	BellSouth should provide CLEC Loop Makeup information on a facility used or controlled by another CLEC only upon receipt of an LOA authorizing the release of that information from the CLEC using the facility.
44	2-26	3.6.5	***This Issue has been resolved.***		
45	2-27	3.10.3	*What should be CLEC's indemnification obligations under a line splitting arrangement?*	If CLEC is purchasing line splitting, and it is not the data provider, CLEC should indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs (including reasonable attorney fees) reasonably arising or resulting from the actions taken by the data provider in connection with the line splitting arrangement, except to the extent caused by BellSouth's gross negligence or willful misconduct.	If CLEC is not the data provider, CLEC shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the data provider.

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46	2-28	3.10.4	***BellSouth Issue Statement:*** *(A) In cases where in which a CLEC purchases UNEs from BellSouth, should BellSouth be required to provide DSL transport or DSL services (of any kind) to CLEC and its End Users?* *(B) If so, what rates, terms and conditions should apply?* *(C) To the extent the obligation to provide DSL does not arise pursuant to § 251 of the Act and BellSouth is willing to offer these services in compliance with Commission requirements pursuant to a separate agreement or tariff, should the obligations of the parties be included in this agreement?* ***CLEC Issue Statement:*** *(A) In cases where CLEC purchases UNEs from*	(A) YES, in cases where CLEC purchases UNEs from BellSouth, BellSouth should not refuse to provide DSL transport or DSL services (of any kind) to CLEC and its End Users, unless BellSouth has been expressly permitted to do so by the Commission. (B) YES, where BellSouth provides such transport or services to CLEC and its End Users, BellSouth should be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity.	This issue (including all subparts) is not appropriate for arbitration in this proceeding because it involves a request by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act. Moreover, the Commission is not authorized to grant the relief requested by the CLECs under state law. *See* S.C. Code Ann. §58-9-280(G)(1). (A) No. BellSouth should not be required to provide DSL transport or DSL services over UNEs to CLEC and its End Users as BellSouth's DSLAMs are not subject to unbundling. The FCC specifically stated in paragraph 288 of the TRO that they would "not require incumbent LECs to provide unbundled access to any electronics or other equipment used to transmit packetized information." (B) BellSouth elects to offer these services to CLEC, they should be pursuant to a separately negotiated commercial agreement between the parties or a tariff, and should not be subject to arbitration in this proceeding as they are not services required pursuant to Section 251 of the Act.

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			BellSouth, should BellSouth be required not to refuse to provide DSL transport or DSL services (of any kind) to CLEC and its End Users, unless BellSouth has been expressly permitted to do so by the Commission? *(B) Where BellSouth provides such transport or services to CLEC and its End Users, should BellSouth be required to do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity?*		(C) No. This agreement is an agreement pursuant to Section 251 of the Act and it is not appropriate to require services, not mandated pursuant to Section 251, to be included in this Agreement.
47	2-29	4.2.2	***This Issue has been resolved.***		
48	2-30	4.5.5	***This Issue has been***		

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			resolved.		
49	2-31	5.2.4	*Under what conditions, if any, may BellSouth deny or delay a CLEC request to convert a circuit to a high capacity EEL?*	BellSouth may not deny or delay CLEC's request for a high-capacity EEL based upon its own assessment of compliance with eligibility criteria. However, BellSouth may notify CLEC when it detects an order that it does not believe complies with the eligibility criteria. CLEC will then have the option of proceeding with, modifying or canceling such order.	BellSouth should have the right to clarify the order back to CLEC rather than processing the order should the BellSouth representative identify that a service eligibility criteria has been violated.
50	2-32	5.2.5.2.1-7	***BellSouth Issue Statement:*** *Should the service eligibility criteria for high capacity EELs apply only to circuits provided to end users or to any CLEC customer?* ***CLEC Issue Statement:*** *Should the high capacity EEL eligibility criteria use the term "customer", as used in the FCC's rules, or "End User"?*	The high capacity EEL eligibility criteria should be consistent with those set forth in the FCC's rules and should use the term "customer", as used in the FCC's rules. Use of the term "End User" may result in a deviation from the FCC rules to which CLECs are unwilling to agree.	The high capacity EEL eligibility criteria apply only to End User circuits since a loop is a component of the EEL and the FCC definition of a loop requires that it terminate to an "end-user" customer premises.
51	2-33	5.2.6, 5.2.6.1, 5.2.6.2, 5.2.6.2.1, 5.2.6.2.3	*(A) How often, and under what circumstances, should BellSouth be able to audit CLEC's records to verify compliance with the high capacity EEL service*	(A) BellSouth may, no more frequently than on an annual basis, and only based upon cause, conduct a limited audit of CLEC's records in order to verify compliance with the high capacity EEL service eligibility criteria.	(A) BellSouth may, on an annual basis, audit in order to verify compliance with the qualifying service eligibility criteria. (B) No, a notice requirement is not required by the FCC's TRO.

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			eligibility criteria? *(B) Should there be a notice requirement for BellSouth to conduct an audit and what should the notice include?* *(C) Who should conduct the audit and how should the audit be performed?*	(B) YES, to invoke its limited right to audit, BellSouth should send a Notice of Audit to CLEC, identifying the particular circuits for which BellSouth alleges non-compliance and the cause upon which BellSouth rests its allegations. The Notice of Audit should also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of BellSouth's allegations of noncompliance. Such Notice of Audit should be delivered to CLEC with all supporting documentation no less than thirty (30) days prior to the date upon which BellSouth seeks to commence an audit. (C) The audit should be conducted by a third party independent auditor mutually agreed-upon by the Parties and retained and paid for by BellSouth. The audit should commence at a mutually agreeable location (or locations) no sooner than thirty (30) days after the parties have reached agreement on the auditor. In addition, the audit should be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the high capacity EEL eligibility criteria. AICPA standards	(C) The audit shall be conducted by an independent auditor, and the auditor must perform its evaluation in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). The auditor will perform an "examination engagement" and issue an opinion regarding CLEC's compliance with the qualifying service eligibility criteria. The independent auditor's report will conclude whether CLEC has complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor's judgment.

				and other requirements related to determining the independence of an auditor will govern the audit of requesting carrier compliance. The concept of materiality should govern this audit; the independent auditor's report should conclude whether or the extent to which CLEC complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits should require compliance testing designed by the independent auditor, which typically includes an examination of a sample selected in accordance with the independent auditor's judgment.	
52	2-34	5.2.8	*Under what circumstances should CLEC be required to reimburse BellSouth for the cost of the independent auditor?* ***[Issue restated by agreement of the Parties. 3/8/04]***	As expressly set forth in the FCC's Triennial Review Order, in the event the auditor's report concludes that CLEC did not comply in all material respects with the service eligibility criteria, CLEC shall reimburse BellSouth for the cost of the independent auditor.	As expressly set forth in the FCC's Triennial Review Order, in the event the auditor's report concludes that CLEC failed to comply in all material respects with the service eligibility criteria (meaning that CLEC must have complied with each and every one of the service eligibility criteria and actually be entitled to the EEL), CLEC shall reimburse BellSouth for the cost of the independent auditor.
53	2-35	6.1.1	***This issue has been resolved.***		
54	2-36	6.1.1.1	***This issue has been resolved.***		

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55	2-37	6.4.2	*What terms should govern CLEC access to test and splice Dark Fiber Transport?*	CLEC should be able to splice and test Dark Fiber Transport obtained from BellSouth at any technically feasible point, using CLEC or CLEC-designated personnel. BellSouth must provide appropriate interfaces to allow splicing and testing of Dark Fiber.	BellSouth shall provide appropriate interfaces to allow testing of Dark Fiber. The FCC in its TRO has defined splicing of cable as a routine network modification that is required to be performed by BellSouth, not the CLEC. Subsequent to CLEC acceptance of Dark Fiber, BellSouth should allow the CLEC access to the Dark Fiber at its end points for testing. If a Dark Fiber trouble occurs thereafter, the CLEC should report the trouble to BellSouth and BellSouth will isolate and correct the trouble.
56	2-38	7.2, 7.3	*Should BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching?*	NO, BellSouth's obligation to provide signaling link transport and SS7 interconnection at TELRIC-based rates should not be limited to circumstances in which BellSouth is required to provide and is providing to CLEC unbundled access to Local Circuit Switching.	Yes. The FCC in its TRO clearly stated that this should be the case in that "competitive LECs are no longer impaired without access to the incumbent LECs' signaling network as a UNE."
57	2-39	7.4	***BellSouth Issue Statement:*** *(A) Are the Parties legally obligated to perform CNAM queries and pass*	YES, the Parties should be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party	This issue (including all subparts) is not appropriate for arbitration in this proceeding because it involves a request by the CLECs that is not encompassed within BellSouth's obligations pursuant

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			such information on all calls exchanged between them, including cases that would require the party providing the information to query a third party database provider? *(B) If so, which party should bear the cost?* ***CLEC Issue Statement:*** *Should the Parties be obligated to perform CNAM queries and pass such information on all calls exchanged between them, regardless of whether that would require BellSouth to query a third party database provider?*	database provider.	to Section 251 of the Act. (A) BellSouth is only legally obligated to provide access to its CNAM database as required by the FCC. There is no legal obligation on either Party's part to query other such databases. (B) If BellSouth elects to perform this function for the CLECs, it should be pursuant to separately negotiated rates, terms and conditions and is not appropriately raised as an issue in a Section 251 arbitration.
58	2-40	9.3.5	*Should LIDB charges be subject to application of jurisdictional factors?*	No, LIDB charges should not be subject to application of jurisdictional factors.	Yes. Access to LIDB "supports carrier provision of such services as Originating Line Number Screening, Calling Card Validation, Billing Number Screening, Calling Card Fraud and Public Telephone Check. These services are provided in conjunction with local exchange, toll and other telecommunications services." (Footnote 1692 TRO). Only through

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					jurisdictional factors would the proper rates be applied to the various call volumes.
59	2-41	14.1	*What terms should govern BellSouth's obligation to provide access to OSS?*	BellSouth must provide CLEC with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 CFR 51.319(g) and as set forth in Attachment 6. Operations support system ("OSS") functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, must provide CLEC with nondiscriminatory access to the same detailed information about the loop that is available to BellSouth.	BellSouth must provide CLEC with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 CFR 51.319(g) as such obligations have been negotiated by the parties and memorialized in Attachment 6 and elsewhere in the agreement. Operations support systems ("OSS") functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's database and information. BellSouth, as part of its duty to provide access to the pre-ordering function, must provide CLEC with non-discriminatory access to the same detailed information about the loop that is available to BellSouth.
INTERCONNECTION (ATTACHMENT 3)					
60	3-1	3.3.4 (KMC, NSC, NVX) 3.3.3 XSP)	***BellSouth Issue Statement:*** *How should the CLEC be permitted to connect to BellSouth's switch?* ***CLEC Issue Statement:*** *Should CLEC be permitted to connect to BellSouth's switch via a Cross Connect or any other technically*	YES, in the event that a Party's Point of Presence is located within any serving wire center (*i.e.,* switch location), such Party may interconnect to the other Party's switch via a Cross Connect or any other technically feasible means of interconnection.	Pursuant to the language that the Parties have agreed to in Section 3.2 of Attachment 3, BellSouth will permit the CLEC to interconnect to BellSouth's network at any technically feasible point as defined by applicable FCC and Commission rules and orders. A Cross Connect may not always be technically feasible, such as in the instance that the CLEC's switch and the BellSouth switch are located in two different office

			feasible means of interconnection?		separated by many miles.
61	3-2	9.6 (KMC), 9.6 (NSC), 9.6 (NVX, XSP)	***BellSouth Issue Statement [Issue 61(A) only]:*** *(A) What is the definition of a global outage?* *(B) Should BellSouth be required to provide upon request, for any trunk group outage that has occurred 3 or more times in a 60 day period, a written root cause analysis report?* *(C)(1) What target interval should apply for the delivery of such reports?* *(C) (2) What target interval should apply for reports related to global outages?* *[The CLECs agree to the restated issues 61(B), (C)(1) and (C)(2) only]*	(B) YES, upon request, BellSouth should provide a written root cause analysis report for all global outages, and for any trunk group outage that has occurred 3 or more times in a 60 day period. (C) BellSouth should use best efforts to provide global outage and trunk group outage root cause analysis reports within five (5) business days of request.	(A) BellSouth's definition of global outage is an outage consisting of an entire trunk group. (B) BellSouth should provide a written root cause analysis for global outages, but not for other outages. (C)(1) No reports should be required for outages other than global outages. (C)(2) The target interval for root cause analysis on global outages should be 10-30 days.

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62	3-3	10.9.5 (KMC), 10.7.4 (NSC), 10.7.4 (NVX), 10.12.4 (XSP)	*What provisions should apply regarding failure to provide accurate and detailed usage data necessary for the billing and collection of access revenues?* ***[Issue restated by agreement of the parties, 3/8/04]***	In the event that either Party fails to provide accurate switched access detailed usage data to the other Party *within 90 days* after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the specified data should be liable to the other Party in an amount equal to the unbillable or uncollectible revenues	In the event that either Party was provided the accurate switched access detailed usage data in a manner that allowed that Party to generate and provide such data to the other Party in a reasonable timeframe and the other Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the sending Party shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of such unbillable or uncollectible revenues.
63	3-4	10.10.6 (KMC), 10.8.6 (NSC), 10.8.6 (NVX), 10.13.5 (XSP)	***BellSouth Issue Statement:*** *Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to third party carriers to terminate CLEC originated traffic?* ***CLEC Issue Statement:*** *Under what terms should CLEC be obligated to reimburse BellSouth for amounts BellSouth pays to*	In the event that a terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by CLEC, CLEC should reimburse BellSouth for all charges paid by BellSouth, which BellSouth is contractually obligated to pay. BellSouth should diligently review, dispute and pay such third party invoices (or equivalent) in a manner that is at parity with its own practices for reviewing, disputing and paying such invoices (or equivalent) when no similar reimbursement provision applies.	In the event that a terminating third party carrier imposes on BellSouth any charges or costs for the delivery of Transit Traffic originated by CLEC, CLEC should reimburse BellSouth for all charges paid by BellSouth.

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			third party carriers that terminate BellSouth transited/CLEC originated traffic?		
64	3-5	10.7.4.2 (KMC), 10.5.5.2 (NSC), 10.5.6.2 (NVX)	*While a dispute over jurisdictional factors is pending, what factors should apply in the interim?* ***[Issue restated by agreement of the parties 3/8/04]***	While such a dispute over jurisdiction factors is pending, factors reported by the originating Party should remain in place, unless the Parties mutually agree otherwise. **[This position statement was changed at the request of the CLECs]**	No, in the event that negotiations and audits fail to resolve disputes between the Parties regarding the appropriate factor, either Party may seek Dispute Resolution as set forth in the General Terms and Conditions. While such a dispute is pending, factors calculated by the terminating Party should be utilized, unless the Parties mutually agree otherwise.
65	3-6	10.10. 1 (KMC), 10.8.1 (NSC)	*Should BellSouth be allowed to charge the CLEC a Tandem Intermediary Charge for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic?* ***[Issue restated by agreement of the Parties 3/8/04.]***	NO, BellSouth should not be permitted to impose upon CLEC a Tandem Intermediary Charge ("TIC") for the transport and termination of Local Transit Traffic and ISP-Bound Transit Traffic. The TIC is a non-TELRIC based additive charge which exploits BellSouth's market power and is discriminatory.	Yes, BellSouth is not obligated to provide the transit function and the CLEC has the right pursuant to the Act to request direct interconnection to other carriers. Additionally, BellSouth incurs costs beyond those for which the Commission ordered rates were designed to address, such as the costs of sending records to the CLECs identifying the originating carrier. BellSouth does not charge the CLEC for these records and does not recover those costs in any other form. Moreover, this issue is not appropriate for arbitration in this proceeding because it involves a

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					request by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act.
66	3-7	10.1 (KMC),10 .1 (XSP)	***BellSouth Issue Statement:*** *(A) Does the tandem interconnection rate include common transport?* *(B) What information must CLEC provide to establish entitlement to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?* ***CLEC Issue Statement:*** *Should CLEC be entitled to symmetrical reciprocal compensation for the transport and termination of Local Traffic at the tandem interconnection rate?*	YES, CLEC should be entitled to bill, and BellSouth should be obligated to pay, reciprocal compensation for the transport and termination of Local Traffic to CLEC at a symmetrical tandem interconnection rate, inclusive of end office switching, tandem switching, and transport.	(A) No. Common transport is a separate rate element and is not included in the tandem interconnection rate element. (B) CLEC should be entitled to bill, and BellSouth should be obligated to pay, reciprocal compensation for the transport and termination of Local Traffic to CLEC at a symmetrical tandem interconnection rate, inclusive of end office switching and tandem switching, upon the CLEC's verification that it meets the requirement of geographic comparability pursuant to the Act.

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67	3-8	10.2, 10.2.1 (KMC), 10.2, 10.3 (XSP)	*Should compensation for the transport and termination of ISP-bound Traffic be subject to a cap?*	NO, compensation caps set in the FCC's remanded ISP Order on Remand do not extend beyond 2003.	Yes, pursuant to the FCC's ISP Order on Remand, the compensation regime including rate and growth caps shall remain in place until the FCC issues a subsequent order.
68	3-9	2.1.12 (XSP)	*How should Local Traffic be defined?*	Local Traffic should be defined as any telephone call that originates in one exchange and is terminated in either the same exchange, or other mandatory local calling area associated with the originating exchange (e.g., mandatory Extended Area Service) as defined and specified in Section A3 of BellSouth's GSST. Designation of Local Traffic should not be dependent on the type of switching technology used to switch and terminate such Local Traffic, including use of frame switching. Local Traffic includes any cross boundary, intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.	Local Traffic should be defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic includes any cross boundary, intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.
69	3-10	3.2 (XSP), Ex. A (XSP)	*(A) Should BellSouth be required to provide CLEC with OCn level interconnection at TELRIC-compliant rates?* *(B) What should those rates be?*	(A) YES, OCn level interconnection is technically feasible and must be made available at TELRIC-compliant rates. (B) TELRIC compliant rates for OCn interconnection trunks and facilities should be set by the Commission.	(A) No. It is not technically feasible to interconnect at the OCn level. (B) OCn level interconnection is not technically feasible and should not be required for this reason. Therefore, no rate should be set.

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70	3-11	3.3.1, 3.3.2, 3.4.5, 10.10.2 (XSP)	***BellSouth Issue Statement:*** *Should facilities used for toll traffic be offered at TELRIC rates?* ***CLEC Issue Statement:*** *Should cost-based interconnection (i.e., TELRIC), be limited to the percentage of facilities used for "local" traffic?*	NO, cost-based interconnection should not be limited to the percentage of facilities used for "local" traffic ("PLF"). CLEC is entitled to cost based interconnection for telephone exchange and exchange access traffic.	Yes, the CLEC is not entitled to cost-based rates for facilities utilized for interexchange traffic.
71	3-12	4.5 (XSP)	*What rate should apply for interconnection trunks and facilities in the event that a rate is not set forth in Exhibit A?* ***[Issue restated by agreement of the parties]***	To the extent a rate associated with interconnection trunks and facilities is not set forth in Exhibit A of Attachment 3, and no Commission-approved rate has been set, the rate should be negotiated by the Parties.	All applicable cost-based rates ordered by the Commission are set forth in Exhibit A of Attachment 3. If either Party orders an element for which there is not a cost based rate, then such element will be as set forth in the applicable party's FCC or Commission filed and effective tariff. If either Party believes that a cost-based rate should be established for any element, then such Party may submit a request via a BFR for cost-based rates.
72	3-13	4.6 (XSP)	*Should the costs of two-way interconnection trunks and facilities used for both parties' traffic be split proportionally based on the percentage of traffic originated by each Party or in half?*	For two-way trunk groups that carry only both Parties' non-transit and non-interLATA Switched Access Traffic, each Party should pay its proportionate share of the recurring charges for trunks and associated facilities and nonrecurring charges for additional trunks and associated facilities based on the percentage of the	No, this assumes that all minutes exchanged by the parties traverse two-way trunks and facilities when either Party may establish one-ways, thus inappropriately distorting the proportional use. This is a technically infeasible request. The Parties should only use two-ways where the traffic is

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			[Issue restated by agreement of the Parties]	total traffic originated by that Party. The Parties should determine the applicable percentages twice per year based on the previous six months minutes of use billed by each Party. Each Party should pay its proportionate share of initial facilities based on the joint forecasts for circuits required by each Party.	balanced in such a way that a two-way facility is appropriate. In such an instance, the Parties should split the cost of such two-ways in half.
73	3-14	10.10.4, 10.10.5, 10.10.6, 10.10.7 (XSP)	***BellSouth Issue Statement:*** *Under what conditions should CLEC be permitted to bill BellSouth based on actual traffic measurements, in lieu of BellSouth-reported jurisdictional factors?* ***CLEC Issue Statement:*** *Should CLEC be permitted to bill BellSouth based on actual traffic measurements, in lieu of BellSouth-reported jurisdictional factors?*	YES, where CLEC has message recording technology that identifies the jurisdiction of traffic terminated as defined in the Agreement, CLEC should have the option of using that information to bill BellSouth based upon actual measurements and jurisdictionalization, in lieu of factors reported by BellSouth.	CLEC may have the option to bill BellSouth based on its own actual traffic measurements for services that the CLEC has valid authorization to bill BellSouth in the form of tariffs, interconnection agreements or other contractual authority. Prior to the CLEC implementing billing based on its own traffic measurements, however, the CLEC and BellSouth will mutually agree that the traffic measurement system employed by the CLEC, or at the direction of the CLEC, accurately measures traffic and assigns the correct jurisdiction in accordance with the Agreement and applicable underlying FCC rules. BellSouth shall have, at its option, the right to audit the CLEC measurement system periodically.
COLLOCATION (ATTACHMENT 4)					
74	4-1	3.9	*(A) What definition of "Cross Connect" should be included in the Agreement?*	The following definition of "Cross Connect" should be included in the Agreement: "A cross-connection (Cross Connect) is a cabling scheme between cabling runs subsystems, and equipment	(A) The following definition of "Cross Connect" should be included in the Agreement: "A cross connect is a jumper on a frame (Main Distribution or Intermediate Distribution) or panel

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			(B) When no collocation arrangement is involved, does BellSouth recover the cost of a cross connect through the price of the service ordered by CLEC when provisioning such cross connect? ***[Issue restated by agreement of Parties 3/8/04.]***	using patch cords or jumper wires that attach to connection hardware on each end, as defined and described by the FCC in its applicable rules and orders." **[This position statement was modified at the request of the CLECs]**	(DSX or LGX) that is used to connect equipment and/or facility terminations together." (B) BellSouth does not agree with the additional language that CLEC proposes because the cross connect required for the provision of a particular service, not associated with a collocation arrangement, may not be included in the cost of the service, but may have to be ordered in addition to the service requested.
75	4-2	5.21.1, 5.21.2	***BellSouth Issue Statement:*** *What restrictions should apply to the CLEC's use of collocation space or collocated equipment/facilities that impact others?* ***CLEC Issue Statement:*** *With respect to interference and impairment issues raised outside of the scope of the FCC Rule 51.233 (which relates to the deployment of* Advanced Services *equipment) what provisions should be included in the Agreement?*	Provisions should be included to cover the installation and operation of any equipment or services that (1) significantly degrades ("significantly degrades" is as in the FCC rule applicable to Advanced Services); (2) endangers or damages the equipment or facilities of any other telecommunications carrier collocated in the Premises; or (3) knowingly and unlawfully compromises the privacy of communications routed through the Premises; and (4) creates an unreasonable risk of injury or death to any individual or to the public. The Agreement also should provide that if BellSouth reasonably determines that any equipment or facilities of CLEC violates the provisions of Section 5.21, BellSouth should provide written notice to CLEC requesting that CLEC cure the violation	Provisions should be included in this Agreement to cover the installation and operation of any equipment, facilities or services that (1) significantly degrades (defined as an action that noticeably impairs a service from a user's perspective), interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications services; (2) endangers or damages the equipment, facilities or any other property of BellSouth or of any other entity or person; (3) compromises the privacy of any communications routed through the Premises; or (4) creates an unreasonable risk of injury or death to any individual or to the public. The Agreement should also provide that

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				within forty-eight (48) hours of actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. The Agreement also should state that, with the exception of instances which pose an immediate and substantial threat of physical damage to property or injury or death to any person, disputes regarding the source of the risk, impairment, interference, or degradation should be resolved pursuant to the Dispute Resolution provisions set forth in the General Terms and Conditions.	if BellSouth reasonably determines that any equipment or facilities of the CLEC violates the provisions of Section 5.21.1, BellSouth should provide written notice to the CLEC directing that the CLEC cure the violation within forty-eight (48) hours of CLEC's actual receipt of written notice or, if such cure is not feasible, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. The Agreement should provide that either party may submit any disputes regarding the source of the risk, impairment, interference, or degradation to the Commission, except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if the CLEC fails to commence curative action within twenty-four (24) hours and exercise reasonable diligence to complete such action as soon as possible or if the violation is of a character that poses an immediate and substantial threat of damage to property or injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another

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					entity's service. In regard to the above exception, BellSouth should be permitted to take such action as it deems necessary to eliminate any immediate or substantial threat, including, without limitation, the interruption of electrical power to the CLEC's equipment which BellSouth has determined beyond a reasonable doubt is the cause of such threat.
76	4-3	8.1	***BellSouth Issue Statement:*** *How should grandfathered rates apply?* ***CLEC Issue Statement:*** *Where grandfathering is appropriate, which rates should apply?*	When rates have been "grandfathered," the rates that will apply are those rates that were in effect prior to the Effective Date of the Agreement, unless application of such rates would be inconsistent with the underlying purpose for grandfathering.	When rates have been "grandfathered," the rates that would apply are those rates that were in effect prior to the Effective Date of the Agreement or as otherwise specified within the Agreement. There should be no other exceptions allowed for the application of "grandfathered" rates.
77	4-4	8.4	*When should BellSouth commence billing of recurring charges for power?*	Billing for recurring charges for power provided by BellSouth should commence on the date upon which the primary and redundant connections from CLEC's equipment in the Collocation Space to the BellSouth power board or BDFB are installed.	If the CLEC has met the applicable fifteen (15) calendar day walkthrough interval specified in Section 4.3 of the Agreement, billing for recurring power charges should commence upon the Space Acceptance Date. If the CLEC fails to complete an acceptance walkthrough within the applicable fifteen (15) calendar day interval, billing for recurring power charges should commence on the Space Ready Date. If the CLEC occupies the space prior to the Space Ready Date, then the date the

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					CLEC occupies the space should be deemed the new Space Acceptance Date and billing for recurring power charges should begin on that date.
78	4-5	8.6	***BellSouth Issue Statement:*** *Should CLEC be required to pay additional space preparation fees and charges for costs related to functions that have not already been recovered through previous ICB or NCR charges?* ***CLEC Issue Statement:*** *Should CLEC be required to pay space preparation fees and charges with respect to collocations when it already has paid space preparation charges through ICB or NRC pricing?*	NO, space preparation fees should not apply when CLEC already has paid space preparation charges through previously billed ICB or non-recurring space preparation charges.	Yes. A CLEC should be required to pay that portion of the monthly recurring charges associated with ongoing maintenance, replacement and upgrades to the central office, which will directly benefit the CLEC in the future. The space preparation fees that were billed to and paid by the CLEC under an ICB or NCR pricing structure at the time the CLEC occupied the assigned collocation space should not be assessed to the CLEC. As stated above, only that portion of the monthly recurring charges associated with ongoing maintenance, replacement and upgrade activities in the central office should be assessed to the CLEC on a monthly recurring basis.
79	4-6	8.11, 8.11.1, 8.12.2	*What rates should apply for BellSouth-supplied DC power?*	Applicable rates should vary depending on whether CLEC elects to be billed on a "fused amp" basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method, or on a "used amp" basis, by electing to convert collocations to (or install	For all states except Tennessee, recurring charges for -48V DC power should be assessed on a "per fused amp" basis, based upon the CLEC's BellSouth Certified Supplier engineered and installed power feed fused ampere capacity. In Tennessee, the CLEC

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				new collocations or augments under) the power usage metering option set forth in Section 9 of Attachment 4. Under either billing method, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under an ICB pricing or non-recurring charge arrangement, and there will be rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges, as currently set by the Commission. Under the fused amp billing option, CLEC will be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if certain arrangements are grandfathered as a result of CLEC having paid installation costs under an ICB or non-recurring rate schedule for the collocation arrangement power installation, CLEC should only be billed the recurring rate for the DC power in effect prior to the Effective Date of this Agreement, or, if rates that excluded the infrastructure component had not been incorporated into the Parties' most recent Agreement, the most recent Commission approved rate that does not include an infrastructure component should apply.	should be permitted to choose to be billed on a "per fused amp" basis, by electing to remain (or install new collocations or augments) under the traditional collocation power billing method that BellSouth uses for all of the other states (including Tennessee), or on a "per used amp" basis, by electing to convert collocations to (or install new collocations or augments under) the Tennessee power usage metering option set forth in the Agreement. Under either the "per fused amp" billing methodology, which applies for all states, or the "per used amp" billing option, which applies to Tennessee only, there will be rates applicable to grandfathered collocations for which power plant infrastructure costs have been prepaid under an ICB pricing or non-recurring charge arrangement and there will be rates applicable where such grandfathering does not apply and power plant infrastructure is instead recovered via recurring charges. Under the fused amp billing option, which is applicable to all states, the CLEC should be billed at the Commission's most recently approved fused amp recurring rate for DC power. However, if the Parties either previously agreed to "grandfather" such

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				Under the power usage metering option, recurring charges for DC power are subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed). However, if certain arrangements are grandfathered as a result of CLEC having paid installation costs under an ICB or non-recurring rate schedule for the collocation arrangement power installation, CLEC should only be billed a recurring rate for the AC usage based on the most recent Commission approved rate exclusive of an infrastructure component (as set by the Commission).	arrangements or such arrangements are grandfathered as a result of the CLEC having provided documentation to BellSouth demonstrating that the CLEC paid installation costs under an ICB or non-recurring rate structure for the collocation arrangement power installation, then the CLEC should only be billed the monthly recurring rate for the DC power in effect prior to the Effective Date of the Agreement, or, if such grandfathered rates had not been incorporated in to the Parties' most recent Agreement, the rates contained in Exhibit B of the Attachment, which reflect only that portion of the monthly recurring charges associated with the AC usage and ongoing maintenance, replacement and upgrades to the central office power infrastructure, which will directly benefit the CLEC in the future. In Tennessee, under the power usage metering option, recurring charges for DC power will be subdivided into a power infrastructure component and an AC usage component (based on DC amps consumed). However, if the Parties either previously agreed to "grandfather" such arrangements or such arrangements are grandfathered as a result of the CLEC having provided documentation to BellSouth

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					demonstrating that the CLEC paid installation costs under an ICB or non-recurring rate structure for the collocation arrangement power installation, then the CLEC should only be billed the monthly recurring rate for the AC usage based on the most recent Commission approved rate and the DC power infrastructure component that excludes those costs previously paid through the ICB or NRC pricing structure. Thus, the CLEC should be required to pay that portion of the DC power infrastructure component associated with ongoing maintenance, replacement and upgrades to the central office, which will directly benefit the CLEC in the future.
80	4-7	9.1.1	***BellSouth Issue Statement:*** *(A) How should recurring and non-recurring charges be applied?* *(B) What should the charges be?* ***CLEC Issue Statement:*** *Under the fused amp billing option, how will recurring and non-recurring charges be applied and what should*	Under the fused amp billing option, monthly recurring charges for –48V DC power should be assessed per fused amp per month in a manner consistent with Commission orders and as set forth in Section 8 of Attachment 4 (see Issue 4-6 above). Non-recurring charges for –48V DC power distribution, should be as prescribed by the Commission.	(A) Under the regional fused amp billing option, which applies to all states, monthly recurring charges for –48V DC power should be assessed per fused amp per month based upon the CLEC's BellSouth Certified Supplier engineered and installed power feed fused amperage capacity in a manner consistent with Commission orders and as set forth in Section 8 of Attachment 4 (See Issue 4-6 above). (B) Non-recurring charges for -48V DC power distribution should be based on the costs associated with collocation

			those charges be?		power plant investment and the associated infrastructure.
81	4-8	9.1.2, 9.1.3	***BellSouth Issue Statement:*** *(A) Should CLEC be permitted to choose between a fused amp billing option and a power usage metering option?* *(B) If power usage metering is allowed, how will recurring and non-recurring charges be applied and what should those charges be?* ***CLEC Issue Statement:*** *(A) Should CLEC be permitted to choose between a fused amp billing option and a power usage metering option in states other than and in addition to Tennessee (where the choice already is available)?* *(B) Under the power usage metering option,*	(A) YES, CLEC should be permitted to choose between a fused amp billing option and a power usage metering option in states other than and in addition to Tennessee. (B) If CLEC chooses the power usage metering option, monthly recurring charges for -48V DC power will be assessed based on a consumption component and, if applicable, an infrastructure component, as set forth in Section 8 of Attachment 4 (see Issue 4-6 above). The Commission should ensure that its most recently approved recurring rates are apportioned appropriately into the consumption and infrastructure components. Non-recurring charges for -48V DC power distribution should be as prescribed by the Commission.	(A) No. CLECs should not be permitted to choose between a fused amp billing option and a power usage metering option in states other than Tennessee, where BellSouth was ordered to do so. The only other states that have ordered a power usage metering option are Florida and Georgia, but the Commissions in these states have not determined the appropriate power metering rate structure and the associated rates that would be assessed to CLECs that elect this option. Therefore, BellSouth cannot offer a power usage metering option in Florida and Georgia until these issues have been resolved. In regard to the other states, BellSouth should be permitted to continue assessing monthly recurring DC power charges on a "per fused amp" basis. (B) In Tennessee, if the CLEC selects the power usage metering option, the monthly recurring charges for -48V DC power should be assessed based on the AC usage component of the DC power consumed by the CLEC and an infrastructure component, associated with the DC power plant and the

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			how will recurring and non-recurring charges be applied and what should those charges be?		associated equipment required to convert AC power to DC power, as set forth in Exhibit B of Attachment 4. BellSouth has taken the Commission's current approved monthly recurring DC power rate (which is a fused amp rate) and apportioned it appropriately into these two components based upon the cost study inputs used initially to develop the ordered rate. Recurring charges for the AC usage component, the infrastructure component associated with the DC power plant and the associated equipment required to convert AC power to DC power, and the Meter Reading expense will be assessed pursuant to Section 8.4 of Attachment 4. (See BST's Position as stated under Issue 4-4 above) The non-recurring charge associated with the submission of a Subsequent Application, to convert existing collocation arrangements to the power metering option in Tennessee or to remove or install telecommunications equipment in the CLEC's space, will be billed on the date that BellSouth provides an Application Response to the Subsequent Application. If the CLEC requests that an unscheduled (prior to

					feed its own Power Plant, BellSouth would have to install and dedicate a circuit breaker to the CLEC at its fuse panel where the commercial electric power enters the central office. It would, therefore, be appropriate for BellSouth to pro-rate the AC power to each of the circuit breakers in BellSouth's fuse panel based on the fused amperage that each circuit breaker is designed to carry in relation to the total amount of fused amperage for all of the circuit breakers contained in BellSouth's fuse panel, which serve the central office.
83	4-10	13.6	***BellSouth Issue Statement:*** *Under what circumstances should BellSouth be entitled to request that a CLEC employee be removed from BellSouth's premises in the absence of a formal investigation?* ***CLEC Issue Statement:*** *(A) Should BellSouth have the right to request the removal from BellSouth's Premises of a CLEC employee where the CLEC employee has not been found to have interfered*	(A) NO, only in cases where CLEC employee is found interfering with the property or personnel of BellSouth or another telecommunications carrier in a significant and material way should BellSouth be entitled to request prompt removal and suspension of access from BellSouth's Premises for any employee of CLEC to whom BellSouth does not wish to grant access pursuant to an investigation to be conducted by BellSouth. (B) YES, in instances where interference caused by CLEC employee has not been found to have interfered with the property or personnel of BellSouth or another telecommunications carrier in a significant and material way, the Parties should be	At BellSouth's request, the CLEC should be required to promptly remove from BellSouth's premises any employee of the CLEC that BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth or prior to the initiation of an investigation if an employee of the CLEC is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier. Such investigation shall be commenced and completed by BellSouth as promptly and expeditiously as possible.

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			with the property or personnel of BellSouth or another telecommunications carrier in a significant and material way? *(B) In instances where interference caused by CLEC employee has not been found to have interfered with the property or personnel of BellSouth or another telecommunications carrier in a significant and material way, should the Parties be required to cooperate to ensure that appropriate remedial measures are taken that are less likely to have a significant impact on CLEC's daily operations?*	required to cooperate and communicate, to the extent circumstances permit, to ensure that the Parties may take appropriate remedial measures and so that CLEC personnel are not denied access for activity that does not have a significant and material impact and that would be more suitably addressed through disciplinary measures less likely to have a significant impact on CLEC's daily operations.	
ORDERING (ATTACHMENT 6)					
84	6-1	2.5.1	*Should payment history be included in the CSR?*	YES, the subscribers' payment history should be included in the CSR to the extent authorized or required by the FCC, Commission or End User.	NO, payment history should be maintained as confidential information and is not necessary in order for a CLEC to provision service to an end user. BellSouth's systems will not permit this information to be shared on an end user

					by end user or CLEC by CLEC basis.
85	6-2	2.5.5	*Should CLEC have to provide BellSouth with access to CSRs within firm intervals?*	NO, CLEC is not required by law to commit to specific intervals, and does not have any automated system in place to handle CSR requests. Moreover, BellSouth refuses to commit to deliver CSRs within a firm interval. CLEC, however, will commit to use its best efforts to provide CSRs within an average of 5 business days of a valid request, subject to the same exclusions applicable to BST's delivery of CSRs.	YES, BellSouth is required to provide CSRs to CLEC in intervals prescribed by this Commission which, if not met, require BellSouth to remit SEEMs penalties. If CLEC is not held to the same standard, the End User customer is impaired by being unable to receive the same service interval from all local service providers.
86	6-3	2.5.6.2, 2.5.6.3	*(A) What procedures should apply when one Party alleges, via written notice, that the other Party has engaged in unauthorized access to CSR information?* *(B) How should disputes over alleged unauthorized access to CSR information be handled under the Agreement?*	(A) Either Party, in the event it suspects that the other Party has accessed CSR information without having obtained the proper End User authorization, should send written notice to the other Party specifying the alleged noncompliance. The Party receiving the notice should be obligated to acknowledge receipt of the notice as soon as practicable, and provide appropriate proof of authorization within seven (7) days or provide notice that appropriate corrective measures have been taken or will be taken as soon as practicable. (B) If one Party disputes the other Party's assertion of non-compliance, that Party should notify the other Party in writing of the basis for its assertion of compliance. If the receiving Party fails to provide the other Party with notice that appropriate corrective measures have been taken within a	(A) The Party receiving such notice should provide documentation within seven (7) business days to prove authorization. (B) The Party providing notice of such impropriety should provide notice to the offending Party that additional applications for service may be refused, that any pending orders for service may not be completed, and/or that access to ordering systems may be suspended if such use is not corrected or ceased by the fifth (5th) calendar day following the date of the notice. In addition, the alleging Party may, at the same time, provide written notice to the person(s) designated by the other Party to receive notices of noncompliance that the alleging Party may terminate the provision of access to ordering systems to the other Party and may discontinue

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				reasonable time or provide the other Party with proof sufficient to persuade the other Party that it erred in asserting the non-compliance, the requesting Party should proceed pursuant to the Dispute Resolution provisions set forth in the General Terms and Conditions and the Parties should cooperatively seek expedited resolution of the dispute. "Self help", in the form of suspension of access to ordering systems and discontinuance of service, is inappropriate and coercive. Moreover, it effectively denies one Party the ability to avail itself to the Dispute Resolution process otherwise agreed to by the Parties.	the provisioning of existing services if such use is not corrected or ceased by the tenth (10th) calendar day following the date of the initial notice. If the other Party disagrees with the alleging Party's allegations of unauthorized use, the other Party shall proceed pursuant to the dispute resolution provisions set forth in the General Terms and Conditions.
87	6-4	2.6	*Should BellSouth be allowed to assess manual service order charges on CLEC orders for which BellSouth does not provide an electronic ordering option?*	NO, if, at any time, electronic interfaces are not available to make placement of an electronic LSR possible, CLEC must use the manual LSR process for the ordering of UNEs and Combinations. In such cases where CLEC does not willfully choose to use the manual LSR process, CLEC should be assessed the lower electronic LSR OSS rate.	YES, BellSouth is not required to provide electronic ordering capability for every product or service. BellSouth has implemented the Change Control Process for CLEC requests to change BellSouth's OSS capabilities if CLEC is not satisfied with existing ordering capabilities.
88	6-5	2.6.5	*What rate should apply for Service Date Advancement (a/k/a service expedites)?*	Rates for Service Date Advancement (a/k/a service expedites) related to UNEs, interconnection or collocation should be set consistent with TELRIC pricing principles.	BellSouth is not required to provide expedited service pursuant to The Act. If BellSouth elects to offer expedite capability as an enhancement to a CLEC, BellSouth's tariffed rates for service date advancement should apply. Moreover, this issue is not appropriate for arbitration in this proceeding because it involves a request by the

					CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act.
89	6-6	2.6.25	*Should CLEC be required to deliver a FOC to BellSouth for purposes of porting a number within a firm interval?*	NO, CLEC is not required by law to commit to specific intervals, and does not have the necessary automated system in place to meet such requirements. Moreover, BellSouth refuses to commit to deliver FOCs within a firm interval. CLEC, however, subject to the same exclusions that apply to BellSouth's delivery of a FOC, is willing to commit to use best efforts to return a FOC to BellSouth, for purposes of porting a number, within an average of 5 business days, for noncomplex orders, after CLEC's receipt from BellSouth of a valid LSR.	YES, BellSouth is required to provide FOCs to CLEC in intervals prescribed by this Commission, which if not met require BellSouth to remit SEEMs penalties. If CLEC is not held to the same standard, the End User customer is impaired by being unable to receive the same service interval from all Local service providers.
90	6-7	2.6.26	*Should CLEC be required to provide Reject Responses to BellSouth within a firm interval?*	NO, CLEC is not required by law to commit to specific intervals, and does not have the necessary automated system in place to meet such requirements. Moreover, BellSouth refuses to commit to deliver Reject Responses within a firm interval. CLEC, however, subject to the same exclusions that apply to BellSouth's delivery of Reject Responses, is willing to commit to use best efforts to return Reject Responses to BellSouth, for purposes of porting a number, within an average of 5 business days, for noncomplex orders, after CLEC's receipt from BellSouth of a valid LSR.	YES, BellSouth is required to provide FOC Reject Responses to CLEC in intervals prescribed by this Commission which if not met require BellSouth to remit SEEMs penalties. If CLEC is not held to the same standard, the End User customer is impaired by being unable to receive the same service interval from all Local service providers.

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91	6-8	2.7.10.4	*Should BellSouth be required to provide performance and maintenance history for circuits with chronic problems?*	YES, upon request from CLEC, BellSouth should disclose all available performance and maintenance history regarding the network element, service or facility subject to the chronic trouble ticket.	NO, network performance and maintenance history is BellSouth's proprietary information.
92	6-9	2.9.1	*Should charges for substantially similar OSS functions performed by the parties be reciprocal?*	YES, the Parties should bill each other OSS rates pursuant to the terms, conditions and rates for OSS as set forth in Exhibit A of Attachment 2 of the Agreement, for substantially similar OSS functions performed by the Parties.	YES, but only for those functions that CLEC performs that are substantially similar to those performed by BellSouth and only if the CLEC performs the same OSS functions pursuant to the terms and conditions under which BellSouth bills CLEC for OSS, including FOC reject turnaround times the same as BellSouth's, due date intervals the same as BellSouth's and CSRs handled under the same terms and conditions under which BellSouth provides the CSRs to CLEC.
93	6-10	3.1.1	*(A) Can Bellsouth make the porting of an End User to the CLEC contingent on either the CLEC having an operating, billing and/or collection arrangement with any third party carrier, including BellSouth Long Distance or the End User changing its PIC?* *(B) If not, should*	(A) NO, BellSouth is required by law to port a customer once the customer requests to be switched to another local service provider, regardless of any arrangement or agreement (or lack thereof) between CLEC and BellSouth Long Distance or another third party carrier. BellSouth's practice represents an anticompetitive leveraging of its ILEC status in favor of, and in collusion with, its Section 272 affiliate. More specifically, BellSouth may not condition its compliance with these obligations under the Agreement upon CLEC's or its End-Users'	(A) YES. If another carrier restricts the conditions under which that carrier's end user can retain a PIC, CLEC should be required to either comply with that carriers requirements or transfer the end-user with another PIC. (B) NO, liquidated damages provisions are inappropriate.

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			BellSouth be subject to liquidated damages for imposing such conditions?	entry into any billing and/or collection arrangement, operational understanding, relationship or other arrangement with one or more of BellSouth's Affiliates, and/or any third party carrier. (B) YES, liquidated damages are appropriate in this instance because it would be impossible or commercially impracticable to ascertain and fix the actual amount of damages as would be sustained by CLEC as a result of such action by BellSouth. A liquidated damage amount of $1,000 per occurrence per day is a reasonable approximation of the damages likely to be sustained by CLEC, upon the occurrence and during the continuance of any such breach. Liquidated damages should be in addition to and without prejudice to or limitation upon any other rights or remedies CLEC and/or any of its End Users may have under this Agreement and/or other applicable documents against BellSouth.	
94	6-11	3.1.2, 3.1.2.1	*(A) Should the mass migration of customer service arrangements resulting from mergers, acquisitions and asset transfers be accomplished by the submission of an electronic LSR or spreadsheet?*	(A) YES, mass migration of customer service arrangements (e.g., UNEs, Combinations, resale) should be accomplished pursuant to submission of electronic LSR or, if mutually agreed to by the Parties, by submission of a spreadsheet in a mutually agreed-upon format. Until such time as an electronic LSR process is available, a spreadsheet containing all	This issue (including all subparts) is not appropriate for arbitration in this proceeding because it involves a request by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act. (A) No, each and every Merger, Acquisition and Asset Transfer is

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			(B) If so, what rates should apply? *(C) What should be the interval for such mass migrations of services?*	relevant information should be used. (B) An electronic OSS charge should be assessed per service arrangement migrated. In addition, BellSouth should only charge CLEC a TELRIC-based records change charge, as set forth in Exhibit A of Attachment 2, for migrations of customers for which no physical re-termination of circuits must be performed. Similarly, BellSouth should only charge CLEC a TELRIC-based charge, as set forth in Exhibit A of Attachment 2, for migrations of customers for which physical re-termination of circuits is required. (C) Migrations should be completed within ten (10) calendar days of an LSR or spreadsheet submission.	unique and requires project management and planning to ascertain the appropriate manner in which to accomplish the transfer, including how orders should be submitted. The vast array of services that may be the subject of such a transfer, under the agreement and both state and federal tariffs, necessitates that various forms of documentation may be required. (B) The rates by necessity must be negotiated between the Parties based upon the particular services to be transferred and the work involved. (C) No finite interval can be set to cover all potential situations. While shorter intervals can be committed to and met for small, simple projects, larger and more complex projects require much longer intervals and prioritization and cooperation between the Parties.
				BILLING (ATTACHMENT 7)	
95	7-1	1.1.3	***BellSouth Issue Statement: What*** *limitations period should apply to charges under the agreement and should such limitations period apply to all issue related to billing under the agreement?*	YES, bills for service should not be rendered more than ninety (90) calendar days have passed since the bill date on which those charges ordinarily would have been billed. Billed amounts for services rendered more than one (1) billing period prior to the Bill Date should be invalid unless the billing Party identifies such billing as "back-billing" on a line-item	All charges incurred under the agreement should be subject to the state's statute of limitations or applicable Commission rules. Back-billing alone should not be subject to a shorter limitations period than any other claims related to billing under the agreement.

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			CLEC Issue Statement: *Should there be a time limit on the parties' ability to engage in backbilling?*	basis. Billing beyond (90) calendar days and up to a limit of six (6) months after the date upon which the bill ordinarily would have been issued may be allowed under the following conditions: (1) charges connected with jointly provided services whereby meet point billing guidelines require either Party to rely on records provided by a third party and such records have not been provided in a timely manner; and (2) charges incorrectly billed due to erroneous information supplied by the non-billing Party.	
96	7-2	1.2.2	*(A) What charges, if any, should be imposed for records changes made by the Parties to reflect changes in corporate names or other LEC identifiers such as OCN, CC, CIC and ACNA?* *(B) What intervals should apply to such changes?* [BellSouth will either concur in CLECs' statement of the issue or provide an alternative statement with its Response]	(A) A Party should be entitled to make one (1) "LEC Change" (*i.e,* corporate name change, OCN, CC, CIC, ACNA change) per state in any twelve (12) month period without charge by the other Party for updating its databases, systems and records solely to reflect such change. For any additional LEC Changes, TELRIC compliant rates should be charged. (B) "LEC Changes" should be accomplished in thirty (30) calendar days and should result in no delay or suspension of ordering or provisioning of any element or service provided pursuant to this Agreement, or access to any pre-order, order, provisioning, maintenance or repair interfaces. At the request of a Party, the other Party should establish a new BAN within ten (10) calendar days.	This issue (including all subparts) is not appropriate for arbitration in this proceeding because it involves a request by the CLECs that is not encompassed within BellSouth's obligations pursuant to Section 251 of the Act. (A) BellSouth is permitted to recover its costs and CLEC should be charged a reasonable records change charge. Requests for this type of change should be submitted to the BFR/NBR process. (B) The Interval of any such project would be determined by the BFR/NBR process based upon the complexity of the project.

97	7-3	1.4	*When should payment of charges for service be due?*	Payment of charges for services rendered should be due thirty (30) calendar days from receipt or website posting of a complete and fully readable bill or within thirty (30) calendar days from receipt or website posting of a corrected or retransmitted bill in those cases where correction or retransmission is necessary for processing.	Payment for services should be due on or before the next bill date (Payment Due Date) in immediately available funds.
98	7-4	1.6	*(A) What interest rate should apply for late payments?* *(B) What fee should be assessed for returned checks?*	(A) The interest rate that should apply for late payments is a uniform region-wide (1) percent per month. (B) In addition to any applicable late payment charges, a uniform region-wide $20 fee for all returned checks should apply.	(A) The applicable interest rate approved by each state Commission in BellSouth's tariffs should apply. (B) The Commission approved rate from the GSST should apply or, in the absence of such, the amount permitted by state law.
99	7-5	1.7.1	*What recourse should a Party have if it believes the other Party is engaging in prohibited, unlawful or improper use of its facilities or services, abuse of the facilities or noncompliance with the Agreement or applicable tariffs?*	Each Party should have the right to suspend access to ordering systems for and to terminate particular services or access to facilities that are being used in an unlawful, improper or abusive manner. However, such remedial action should be limited to the services or facilities in question and such suspension or termination should not be imposed unilaterally by one Party over the other's written objections to or denial of such accusations. In the event of such a dispute, "self help" should not supplant the Dispute Resolution process set forth in the Agreement.	Each Party should have the right to suspend or terminate service in the event it believes the other party is engaging in one of these practices.

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100	7-6	1.7.2	***BellSouth Issue Statement:*** *To avoid suspension or termination, should CLEC be required to pay additional amounts that become past due after the Notice of Suspension or Termination for Nonpayment is sent?* ***CLEC Issue Statement:*** *Should CLEC be required to calculate and pay past due amounts in addition to those specified in BellSouth's notice of suspension or termination for nonpayment in order to avoid suspension or termination?*	NO. If CLEC receives a notice of suspension or termination from BellSouth with a limited time to pay nondisputed past due amounts, CLEC should, in order to avoid suspension or termination, be required to pay only the amount past due as of the date of the notice and as expressly and plainly indicated on the notice. Otherwise, CLEC will risk suspension or termination due to possible calculation and timing errors.	Yes, if CLEC receives a notice of suspension or termination from BellSouth as a result of CLEC's failure to pay timely, CLEC should be required to pay all amounts that are past due as of the date of the pending suspension or termination action.
101	7-7	1.8.3	*How many months of billing should be used to determine the maximum amount of the deposit?*	The amount of a deposit should not exceed two month's estimated billing for new CLECs or one and one-half month's actual billing for existing CLECs (based on average monthly billings for the most recent six (6) month period). The one and one-half month's actual billing deposit limit for existing CLECs is reasonable given that balances can be predicted with reasonable accuracy and that significant portions of services are billed in advance.	The average of two (2) months of actual billing for existing customers or estimated billing for new customers, which is consistent with the telecommunications industry's standard and BellSouth's practice with its end users.

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102	7-8	1.8.3.1	*Should the amount of the deposit BellSouth requires from CLEC be reduced by past due amounts owed by BellSouth to CLEC?*	YES, the amount of security due from an existing CLEC should be reduced by amounts due CLEC by BellSouth aged over thirty (30) calendar days. BellSouth may request additional security in an amount equal to such reduction once BellSouth demonstrates a good payment history, as defined in the deposit provisions of Attachment 7. This provision is appropriate given that the Agreement's deposit provisions are not reciprocal and that BellSouth's payment history with CLECs is often poor.	NO, CLEC's remedy for addressing late payment by BellSouth should be suspension/termination of service or application of interest/late payment charges similar to BellSouth's remedy for addressing late payment by CLEC.
103	7-9	1.8.6	*Should BellSouth be entitled to terminate service to CLEC pursuant to the process for termination due to non-payment if CLEC refuses to remit any deposit required by BellSouth within 30 calendar days?*	NO, BellSouth should have a right to terminate services to CLEC for failure to remit a deposit requested by BellSouth only in cases where (a) CLEC agrees that such a deposit is required by the Agreement, or (b) the Commission has ordered payment of such deposit. A dispute over a requested deposit should be addressed via the Agreement's Dispute Resolution provisions and not through "self-help".	Yes, thirty (30) calendar days is a commercially reasonable time period within which CLEC should have met its fiscal responsibilities.
104	7-10	1.8.7	*What recourse should be available to either Party when the Parties are unable to agree on the need for or amount of a reasonable deposit?*	If the Parties are unable to agree on the need for or amount of a reasonable deposit, either Party should be able to file a petition for resolution of the dispute and both parties should cooperatively seek expedited resolution of such dispute.	If CLEC does not agree with the amount or need for a deposit requested by BellSouth, CLEC may file a petition with the Commission for resolution of the dispute and BellSouth would cooperatively seek expedited resolution of such dispute. BellSouth shall not terminate service during the pendency of such a proceeding provided that CLEC posts a payment bond for the

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					amount of the requested deposit during the pendency of the proceeding.
105	7-11	1.8.9	*Under what conditions may BellSouth seek additional security deposit from CLEC?*	Subject to a standard of commercial reasonableness and the standards for deposits requirements set forth in Attachment 7, BellSouth may seek an additional deposit if a material change in the circumstances of CLEC so warrants and/or gross monthly billing has increased more than 25% beyond the level most recently used to determine the level of deposit. BellSouth should not be entitled to make such additional requests based solely on increased billing more frequently than once in any six (6) month period.	BellSouth may seek additional security, subject to a standard of commercial reasonableness, if a material change in the circumstances of CLEC so warrants and/or gross monthly billing has increased beyond the level most recently used to determine the level of security deposit.
106	7-12	1.9.1	***BellSouth Issue Statement:*** *To whom should BellSouth be required to send the 15 day notice of suspension of access to LENS?* ***CLEC Issue Statement:*** *To whom should BellSouth be required to send notice of suspension for additional applications for service, pending applications for service and access to BellSouth's ordering systems?*	Notice of suspension for additional applications for service, pending applications for service, and access to BellSouth's ordering systems should be sent pursuant to the requirements of Attachment 7 and also should be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions.	The 15-day computer-generated notice stating that BellSouth may suspend access to BellSouth's ordering systems should go to the individual(s) that CLEC has identified as its Billing Contact(s), Notices, not system generated, of security deposits and suspension or termination of services shall be sent via certified mail to the individual(s) listed in the Notices provision of the General Terms and Conditions of the Agreement in addition to the CLEC's designed billing contact.

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BFR/NBR (ATTACHMENT 11)					
107	11-1	1.5, 1.8.1, 1.9, 1.10	*(A) Should BellSouth be permitted to charge CLEC the full development costs associated with a BFR?* *(B) If so, how should these costs be recovered?*	(A) NO, charges associated with the development of a BFR should be apportioned among CLECs who may benefit from the UNE(s). (B) To the extent BellSouth can charge CLEC for the development costs associated with a BFR, such costs should be assessed through non-recurring and recurring rates.	(A) YES, BellSouth is entitled to recover its costs in provisioning services to CLEC. Since this is a unique request that CLEC is making, CLEC should bear the full development costs. (B) CLEC should be obligated to pay these costs upon request that BellSouth proceed.

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STATE OF SOUTH CAROLINA)
) CERTIFICATE OF SERVICE
COUNTY OF RICHLAND)

The undersigned, Nyla M. Laney, hereby certifies that she is employed by the Legal Department for BellSouth Telecommunications, Inc. ("BellSouth") and that she has caused BellSouth Telecommunications, Inc.'s Response to the Petition for Arbitration on behalf of NewSouth Communications, Corp., NuVox Communications, Inc., KMC Telecom V, Inc., KMC Telecom III LLC, and Xspedius in Docket No. 2004-42-C to be served on the following this March 8, 2004:

F. David Butler, Esquire
General Counsel
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Cover Letter, Response, and Exhibit A to Response by Electronic Mail; Cover Letter and CD-Rom containing redlined copies of the various interconnection agreements that comprise Exhibit B to Response by U.S. Mail)

Florence P. Belser, Esquire
Attorney
S. C. Public Service Commission
Post Office Box 11649
Columbia, South Carolina 29211
(PSC Staff)
(Cover Letter, Response, and Exhibit A to Response by Electronic Mail; Cover Letter and CD-Rom containing redlined copies of the various interconnection agreements that comprise Exhibit B to Response by U.S. Mail)

John J. Pringle, Jr., Esquire
Ellis Lawhorne & Sims, P.A.
1501 Main Street, 5th Floor
Columbia, South Carolina 29201
(KMC Telecom V, Inc.)
(KMC Telecom III, LLC)
(NuVox Communications, Inc.)
(Xspedius)
(NewSouth Communications, Corp.)
(Cover Letter, Response, and Exhibit A to Response by Electronic Mail; Cover Letter and CD-Rom containing redlined copies of the various interconnection agreements that comprise Exhibit B to Response by U.S. Mail)

John J. Heitmann
Stephanie A. Joyce
Heather T. Hendrickson
Enrico C. Soriano
Kelley Drye & Warren LLP
1200 19th, N.W., Suite 500
Washington, D.C. 20036
(Cover Letter, Response, and Exhibit A to Response by Electronic Mail; Cover Letter and CD-Rom containing redlined copies of the various interconnection agreements that comprise Exhibit B to Response by U.S. Mail)

Nyla M. Laney

Nyla M. Laney

PC Docs # 528397

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BELLSOUTH® / CLEC Agreement

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Note: This page is not part of the actual signed contract/amendment, but is present for record keeping purposes only.

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Interconnection Agreement

Between

BellSouth Telecommunications, Inc.

and

TriVergent Communications, Inc.

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AGREEMENT
GENERAL TERMS AND CONDITIONS

(Note - The Parties agree to correct all section references upon finalization of the Agreement.)

THIS agreement (Agreement) is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and NuVox Communications, Inc., fka TriVergent Communications, Inc. ("NuVox"), a _____corporation, and shall be effective on the Effective Date, as defined herein. This Agreement may refer to either BellSouth or <customer_short_name> or both as a "Party" or "Parties."

W I T N E S S E T H

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

WHEREAS, <customer_short_name> is or seeks to become a CLEC authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, <customer_short_name> wishes to resell BellSouth's telecommunications services and purchase network elements and other services, and, primarily in connection therewith, may wish to utilize collocation space as set forth in Attachment 4 of this Agreement); and

WHEREAS, the Parties wish to interconnect their facilities and exchange traffic pursuant to and consistent with the rights and obligations set forth in Sections 251 and 252 of the Act.

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

1. **Definitions**

1.1 The definitions set forth in this Section apply to the Agreement as a whole and both Parties' conduct thereunder. Additional definitions are included in the various attachments to this Agreement. Unless the context clearly indicates otherwise, any term defined or used in the singular shall include the plural.

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

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

1.4 **Competitive Local Exchange Carrier (CLEC)** means a telephone company certified by the Commission to provide local exchange service within BellSouth's franchised area.

1.5 **Day** is defined to mean calendar day, unless otherwise expressly noted.

1.6 [Parties Disagree]

[<customer short name> Version] **Effective Date** is defined as the date that the Agreement is effective and shall be ten (10) calendar days after the date of the last signature executing the Agreement. Non rate impacting future amendments will be effective as of the date of the last signature executing the amendment or as otherwise ordered in a FCC or Commission order or rule. Future amendments incorporating **Commission-approved rates** will be effective **as of the effective date of the Commission order or as otherwise ordered in a FCC or Commission order or rule, if an amendment is requested within thirty (30) calendar days of that date. Otherwise, such amendments shall be effective ten (10) calendar days after the date of the last signature executing the amendment or, or thirty (30) calendar days after request, whichever date is earlier.**

[BellSouth Version] **Effective Date** is defined as the date that the Agreement is effective and shall be ten (10) calendar days after the date of the last signature executing the Agreement. Non rate impacting future amendments will be effective as of the date of the last signature executing the amendment or as otherwise ordered in a FCC or Commission order or rule. Future amendments incorporating **rate changes** will be effective **ten (10) calendar days after the date of the last signature executing the amendment or as otherwise ordered in a FCC or Commission order or rule.**

1.7 [Parties Disagree]

[<customer short name> Version] **End User** means the **customer of a Party.**

[BellSouth Version] **End User** means the **ultimate user of the Telecommunications Service.**

1.8 **FCC** means the Federal Communications Commission.

1.9 **General Terms and Conditions** means this document including all of the terms, provisions and conditions set forth herein.

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1.10 **National Holiday** means New Year's Day, Martin Luther King Jr. Day, President's Day/Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Christmas Day. In the calculation of intervals of less than ten (10) calendar days national holidays will be excluded.

1.11 **Project Management** means the BellSouth Professional Services organization.

1.12 **Telecommunications** means the transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

1.13 **Telecommunications Service** means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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

2. **CLEC Certification**

2.1 Prior to execution of this Agreement, BellSouth may request and <customer_short_name> agrees to provide BellSouth in writing <customer_short_name>'s CLEC certification for all states covered by this Agreement except Kentucky. BellSouth will file this Agreement with the appropriate Commission for approval.

2.2 To the extent <customer_short_name> is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, <customer_short_name> will notify BellSouth in writing and provide CLEC certification when it becomes certified to operate in any other state covered by this Agreement. Upon notification, BellSouth will file this Agreement with the appropriate Commission for approval.

3. **Term of the Agreement**

3.1 The term of this Agreement shall be three and one half (3 ½) years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

3.2 The Parties agree that by no earlier than two hundred seventy (270) calendar days and no later than one hundred and eighty (180) calendar days prior to the expiration of this Agreement, they shall commence negotiations for a new

agreement for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

3.3 If, within one hundred and thirty-five (135) calendar days of the designated start date of the negotiation referred to in Section 3.2, above, the Parties are unable to satisfactorily negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the Subsequent Agreement no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its Arbitration order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement, the Subsequent Agreement ultimately ordered by the Commission, or negotiated by the Parties, will be effective upon the effective date set forth in the Subsequent Agreement.

3.4 Notwithstanding the foregoing and except as set forth in Section 3.4.1 below, in the event that, as of the date of the expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and no arbitration proceeding has been filed in accordance with Section 252 of the Act, then either Party may terminate this Agreement upon sixty (60) calendar days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to <customer_short_name> pursuant to BellSouth's then current standard interconnection agreement or <customer_short_name> may exercise its rights under Section 252(i) of the Act. In the event that BellSouth's standard interconnection agreement becomes effective as between the Parties or <customer_short_name> adopts another agreement, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement.

3.4.1 If an arbitration proceeding has been filed in accordance with Section 252 of the Act and if the Commission does not issue its order prior to the expiration of this Agreement, this Agreement shall be deemed extended on a month-to-month basis until the Subsequent Agreement becomes effective. The terms of such Subsequent Agreement shall be effective as of the effective date stated in such Subsequent Agreement and shall not be applied retroactively to the expiration date of this Agreement unless the Parties agree otherwise. Neither Party shall refuse to provide services to the other Party during the negotiation of the Subsequent Agreement or the transition from this Agreement to the Subsequent Agreement.

4. **Termination**

4.1 <customer_short_name> may terminate any network element, interconnection or other services provided under this Agreement upon thirty (30) calendar days written notice to BellSouth. In such cases, <customer_short_name>'s obligation

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to pay for such network element, interconnection or other services shall be limited to the amounts due provided up to and including the date of termination.

4.2 Upon notice of termination, the Parties agree to cooperate in an orderly and efficient transition to <customer_short_name> or another vendor and to exercise their best efforts to effect an orderly and efficient transition.

5. **Operational Support Systems**

5.1 <customer_short_name> shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 5, as applicable.

6. **Parity**

6.1 When <customer_short_name> purchases services from BellSouth pursuant to Attachment 1 of this Agreement for the purposes of Resale to its End Users, such services shall be at least equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to <customer_short_name> shall be at least equal in quality to that which BellSouth provides to itself, its Affiliates or any other Telecommunications carrier. The quality of the interconnection between the network of BellSouth and the network of <customer_short_name> shall be at a level that is at least equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by BellSouth's End Users and service quality as perceived by <customer_short_name> and its End Users.

7. **White Pages Directory Listings Requirements**

7.1 Listings. <customer_short_name> shall provide all new, changed and deleted listings on a timely basis and BellSouth or its agent will include <customer_short_name> residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories in the geographic areas covered by this Interconnection Agreement in a nondiscrimatory manner and at parity. Directory listings will make no distinction between <customer_short_name> and BellSouth subscribers.

7.1.1 Rates. So long as <customer_short_name> provides subscriber listing information (SLI) to BellSouth in accordance with Section 7.2 below, BellSouth shall provide to <customer_short_name> one (1) primary White Pages listing per <customer_short_name> subscriber at no charge for the initial listing. Additions or changes to the initial subscriber White Pages listing shall incur a secondary service charge in accordance with Section A4.2 of BellSouth's GSST.

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7.2 Procedures for Submitting <customer_short_name> SLI are found in The BellSouth Business Rules for Local Ordering located at http//www.interconnection.bellsouth.com.

7.2.1 <customer_short_name> authorizes BellSouth to release all <customer_short_name> SLI provided to BellSouth by <customer_short_name> to qualifying third parties via either license agreement or BellSouth's Directory Publishers Database Service (DPDS), GSST, Section A38.2, as the same may be amended from time to time. Such <customer_short_name> SLI shall be intermingled with BellSouth's own customer listings and listings of any other CLEC that has authorized a similar release of SLI.

7.2.2 No compensation shall be paid to <customer_short_name> for BellSouth's receipt of <customer_short_name> SLI, or for the subsequent release to third parties of such SLI. In addition, to the extent BellSouth incurs costs to modify its systems to enable the release of <customer_short_name>'s SLI, or costs on an ongoing basis to administer the release of <customer_short_name>'s SLI, <customer_short_name> shall pay to BellSouth its proportionate share of the reasonable costs associated therewith. At any time that costs may be incurred to administer the release of <customer_short_name>'s SLI, <customer_short_name> will be notified. If <customer_short_name> does not wish to pay its proportionate share of these reasonable costs, <customer_short_name> may instruct BellSouth that it does not wish to release its SLI to independent publishers, and <customer_short_name> shall amend this Agreement accordingly. <customer_short_name> will be liable for all costs incurred until the effective date of the amendment.

7.2.3 Neither BellSouth nor any agent shall be liable for the content or accuracy of any SLI provided by <customer_short_name> under this Agreement. Except to the extent caused by gross negligence or willfull misconduct by BellSouth, <customer_short_name> shall indemnify, hold harmless and defend BellSouth and its agents from and against any damages, losses, liabilities, demands, claims, suits, judgments, costs and expenses (including but not limited to reasonable attorneys' fees and expenses) arising from BellSouth's tariff obligations or otherwise and resulting from or arising out of any third party's claim of inaccurate <customer_short_name> listings or use of the SLI provided pursuant to this Agreement. BellSouth may forward to <customer_short_name> any complaints received by BellSouth relating to the accuracy or quality of <customer_short_name> listings.

7.2.4 BellSouth agrees to address any issue regarding a directory listing raised by a <customer_short_name> End User in the same manner that BellSouth does for BellSouth's Retail End Users.

7.2.5 Listings and subsequent updates will be released consistent with BellSouth system changes and/or update scheduling requirements.

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7.3 Unlisted/Non-Published Subscribers. <customer_short_name> will be required to provide to BellSouth the names, addresses and telephone numbers of all <customer_short_name> customers who wish to be omitted from directories.

7.4 Inclusion of <customer_short_name> End Users in Directory Assistance Database. BellSouth will include and maintain <customer_short_name> subscriber listings in BellSouth's Directory Assistance databases at no recurring charge and <customer_short_name> shall provide such Directory Assistance listings to BellSouth at no recurring charge.

7.5 Listing Information Confidentiality. BellSouth will afford <customer_short_name>'s directory listing information the same level of confidentiality that BellSouth affords its own directory listing information.

7.6 Additional, Designer, Non-Listed and Non-Published Listings. BellSouth shall provide Additional, Designer, Non-Listed and Non-Published White Pages Listings to <customer_short_name>'s End Users under the same rates, terms and conditions as BellSouth makes such listings available to its own End Users. Where BellSouth charges its End Users for Additional, Designer, Non-Listed and Non-Published White Pages Listings, BellSouth shall publish such listings under the same rates, terms and conditions to <customer_short_name> for its Resale End Users subject to the applicable wholesale rates in Attachment 1.

7.7 Directories. BellSouth or its agent shall make available White Pages directories to <customer_short_name> subscribers at no charge or as specified in a separate agreement with BellSouth's agent.

7.7.1 Delivery. BellSouth or its agent shall deliver White Pages directories to <customer_short_name> End Users at parity with BellSouth's delivery of directories to its own End Users.

8. **Local Dialing Parity**

8.1 BellSouth shall provide local dialing parity as described in the Act and required by FCC rules, regulations and policies. <customer_short_name> End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, <customer_short_name> End Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

9. **Court Ordered Requests for Call Detail Records and Other Subscriber Information**

9.1 Subpoenas Directed to BellSouth. Where BellSouth provides resold services or local switching for <customer_short_name>, BellSouth shall respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to <customer_short_name> End Users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

BellSouth shall maintain such information for <customer_short_name> End Users for the same length of time it maintains such information for its own End Users.

9.2 Subpoenas Directed to <customer_short_name>. Where BellSouth is providing to <customer_short_name> Telecommunications Services for resale or providing to <customer_short_name> the local switching function, then <customer_short_name> agrees that in those cases where <customer_short_name> receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to <customer_short_name> End Users, and where <customer_short_name> does not have the requested information, <customer_short_name> will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth for handling in accordance with 9.1 above.

9.3 In all other instances, where either Party receives a request for information involving the other Party's End User, the Party receiving the request will advise the law enforcement agency initiating the request to redirect such request to the other Party.

10. **Liability and Indemnification**

10.1 <customer_short_name> Liability. In the event that <customer_short_name> consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities that are Parties to this Agreement shall be jointly and severally liable for the obligations of <customer_short_name> under this Agreement.

10.2 [Parties Disagree]

[<customer_short_name Version] **BellSouth shall take financial responsibility for its own actions in causing or contributing to unbillable or uncollectible <customer_short_name> revenue.**

[BellSouth Version] **No Section.**

10.3 Liability for Acts or Omissions of Third Parties. The Parties shall not be liable to each other for any act or omission of another Telecommunications company.

10.4 Limitation of Liability

10.4.1 [Parties Disagree]

[<customer_short_name> Version] Except for any indemnification obligations of the Parties hereunder, **with respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by either Party, any End User of either Party, or by any other person or entity, for damages associated with any of the services provided pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and,**

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in any event, subject to the provisions of the remainder of this Section, each Party's liability **shall be limited** to **and shall not exceed in aggregate amount over the entire term hereof an amount equal to seven-and-one half percent (7.5%) of the aggregate fees, charges or other amounts paid or payable to such Party for any and all services provided or to be provided by such Party pursuant to this Agreement as of the Day immediately preceding the date of assertion or filing of the applicable claim or suit; provided that the foregoing provisions shall not be deemed or construed as (A) imposing or allowing for any liability of either Party for (x) indirect, special or consequential damages as otherwise excluded pursuant to Section 10.4.4below or (y) any other amount or nature of damages to the extent resulting directly and proximately from the claiming Party's failure to act at all relevant times in a commercially reasonable manner in compliance with such Party's duties of mitigation with respect to all applicable damages or (B) limiting either Party's right to recover appropriate refund(s) of or rebate(s) or credit(s) for fees, charges or other amounts paid at Agreement rates for** services not performed or **provided or otherwise failing to comply (with applicable refund, rebate or credit amounts measured by the diminution in value of services reasonably resulting from such noncompliance) with the applicable terms and conditions of this Agreement. Notwithstanding the foregoing, claims or suits for damages by either Party, any End User of either Party, or by any other person or entity, to the extent resulting from the gross negligence or willful misconduct of the other Party, shall not be subject to the foregoing limitation of liability.**

[BellSouth Version] Except for any indemnification obligations of the Parties hereunder, **and except in cases of the provisioning Party's gross negligence or willful misconduct,** each Party's liability to **the other for any loss, cost, claim, injury, liability or expense, including reasonable attorneys' fees relating to or arising out of any negligent act or omission in its performance of this Agreement, whether in contract or in tort,** shall be limited to **a credit for the actual cost of the** services **or functions** not performed or **improperly performed.**

10.4.2 [Parties Disagree]

[<customer_short_name> Version] **No Section.**

[BellSouth Version] **Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its End Users and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to the End User or third party for (i) any loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such Party would have charged that applicable person for the service, product or function that gave rise to such loss and (ii) consequential damages. To the extent that a Party elects not to**

place in its tariffs or contracts such limitations of liability, and the other Party incurs a loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such loss.

10.4.3 Neither BellSouth nor <customer_short_name> shall be liable for physical damage to the other Party's premises, facilities and equipment or End User premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a Party's negligence, gross negligence or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.

10.4.4 [Parties Disagree]

[<customer_short_name> Version] Nothing in this Section 10 shall limit a Party's obligation to indemnify or hold harmless the other Party set forth elsewhere in this Agreement. Except in cases of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages **provided that neither the foregoing nor any other provision of this Section 10 shall be deemed or construed as imposing any limitation on the liability of a Party for claims or suits for damages incurred by End Users of the other Party or by such other Party vis-à-vis its End Users to the extent such damages result directly and in a reasonably foreseeable manner from the first Party's performance of services hereunder and were not and are not directly and proximately caused by or the result of such Party's failure to act at all relevant times in a commercially reasonable manner in compliance with such Party's duties of mitigation with respect to such damage.** In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

[BellSouth Version] Nothing in this Section 10 shall limit a Party's obligation to indemnify or hold harmless the other Party set forth elsewhere in this Agreement. Except in cases of gross negligence or willful or intentional misconduct, under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

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10.4.5 To the extent any specific provision of this Agreement purports to impose liability, or limitation of liability, on either Party different from or in conflict with the liability or limitation of liability set forth in this Section, then with respect to the particular facts or circumstances covered by the more specific provision, the liability or limitation of liability contained in such specific provision shall apply. Nothing in this Section shall be interpreted to limit <customer_short_name>'s rights to remedies and/or claims provided or contemplated elsewhere in this Agreement.

10.5 [Parties Disagree]

[<customer_short_name> Version] Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim **for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications. The Party receiving services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party providing services hereunder against any claim, loss or damage to the extent arising from (1) the providing Party's failure to abide by Applicable Law, or (2) injuries or damages arising out of or in connection with this Agreement to the extent caused by the providing Party's negligence, gross negligence or willful misconduct.**

[BellSouth Version] Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim**, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims** for libel, slander or invasion of privacy arising from the content of the receiving Party's own communications**, or (2)** any claim, loss or damage **claimed by the End User of the Party receiving services arising from such company's use or reliance on the providing Party's services, actions, duties, or obligations** arising out of this Agreement.

10.5.1 Promptly after receipt of notice of the commencement of, or of any definite and colorable written claim or written threat as to the commencement of any action or proceeding relating to a matter or matters for which a Party may seek indemnification pursuant to this Section 10.5.1, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of the action or proceeding so commenced (or claimed or threatened for commencement as aforesaid), whereupon the Indemnifying Party shall, be obligated (unless the Indemnified Party shall have otherwise waived such obligation in its sole and absolute discretion by its written election to maintain its own defense, subject, in such event and in all respects, to the exemptions from and limitations applicable to the Indemnifying Party's liability as provided in the final

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sentence of this Section 10.5.1) to assume the defense thereof at its sole cost and expense using counsel selected by the Indemnifying Party and reasonably acceptable to the Indemnified Party in its reasonable and good faith business judgment; provided that, the Parties hereby acknowledge and agree that the failure by an Indemnified Party to notify the Indemnifying Party as to a claim or the commencement (or written claim or threat of commencement) of any action or proceeding as aforesaid shall not relieve the Indemnifying Party of any liability it may have to the Indemnified Party with respect thereto, except and to the extent that the Indemnifying Party shall have actually and demonstrably incurred material prejudice, or suffered forfeiture of material substantive defenses or claims, resulting directly and exclusively from the failure to so notify. From and after assumption by an Indemnifying Party of the defense of any such pending (or claimed or threatened, as above) claim, action or proceeding, the Indemnified Party shall cooperate in a good faith and commercially-reasonable manner with the Indemnifying Party's reasonable requests for assistance or information relating to such action or proceeding, at the Indemnifying Party's sole cost and expense. The Indemnified Party shall retain the right to participate in the investigation and defense of such action or proceeding, with separate counsel chosen and paid for by the Indemnified Party. Unless the Indemnified Party shall have elected in its sole and absolute discretion to waive any further right to be indemnified with respect to any such action, proceeding or claim the Indemnified Party's counsel shall not unreasonably interfere with the defense by the Indemnifying Party and its counsel, and, absent a good faith and commercially reasonable basis therefore, as communicated in writing to the Indemnifying Party in reasonable detail, the Indemnified Party's counsel shall not raise any claims, defenses, or objections or otherwise take a course of action in representation of the Indemnified Party when such course of action would unreasonably conflict with a course of action or inaction chosen by the Indemnifying Party. An Indemnifying Party shall not be liable under this Section 10.5.1 for settlements or compromises by the Indemnified Party of any claim, action or proceeding commenced (or claimed or threatened for commencement as aforesaid) as described in this Section 10.5.1 unless the Indemnifying Party shall have previously consented in writing thereto (such consent not to be unreasonably withheld, conditioned or delayed) or unless the Indemnifying Party has been given notice and reasonable opportunity to defend such claim, action or proceeding and has failed to promptly undertake the defense.

10.6 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT INCLUDING ALL ATTACHMENTS AND EXHIBITS HERETO AND ANY APPLICABLE SERVICE QUALITY STANDARDS, MEASURES, ASSURANCES AND ASSOCIATED REMEDIES ORDERED BY THE FCC OR COMMISSION, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

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ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

11. **Intellectual Property Rights and Indemnification**

11.1 [Parties Disagree]

[<customer_short_name> Version] No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. **A Party's use of the other Party's name, service marks and trademarks shall be in accordance with Applicable Law.**

[BellSouth Version] No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. **The Parties are strictly prohibited from any use, including but not limited to, in the selling, marketing, promoting or advertising of telecommunications services, of any name, service mark, logo or trademark (collectively, the "Marks") of the Other Party. The Marks include those Marks owned directly by a Party or its Affiliate(s) and those Marks that a Party has a legal and valid license to use. Notwithstanding the foregoing, <customer_short_name> may make factual references to the BellSouth name as necessary to respond to direct inquiries from customers or potential customers regarding the source of the underlying services or the identity of repair technicians. The Parties acknowledge that they are separate and distinct and that each provides a separate and distinct service and agree that neither Party may, expressly or impliedly, state, advertise or market that it is or offers the same service as the other Party or engage in any other activity that may result in a likelihood of confusion between its own service and the service of the Other Party.**

11.2 Ownership of Intellectual Property. Any intellectual property that originates from or is developed by a Party shall remain the exclusive property of that Party. Except for a limited, non-assignable, non-exclusive, non-transferable license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right, now or hereafter owned, controlled or licensable by a Party, is granted to the other Party. Neither shall it be implied nor arise by estoppel. Any trademark, copyright or other proprietary notices appearing on software or documents provided by one Party to the other Party for the receiving Party's internal use, shall not be removed provided that such notices are neither visible to nor detectable by the receiving Party's End Users. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

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11.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify and hold harmless the receiving Party from and against any loss, cost, expense or liability associated with claims.

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

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

11.4.2 obtain a license sufficient to allow such use to continue, or

11.4.3 in the event that the actions contemplated by Section 11.4.1 or 11.4.2 are commercially unreasonable, then said Party may terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

11.4.4 Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

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

11.5 Dispute Resolution. Any claim arising under this Section shall be excluded from the dispute resolution procedures set forth in Section 13 below and shall be brought in a court of competent jurisdiction.

12. Proprietary and Confidential Information

12.1 Proprietary and Confidential Information. It may be necessary for BellSouth and <customer_short_name>, each as the "Discloser," to provide to the other Party, as "Recipient," certain proprietary and confidential information (including trade secret

information) including but not limited to technical, financial, marketing, staffing and business plans and information, strategic information, proposals, request for proposals, specifications, drawings, maps, prices, costs, costing methodologies, procedures, processes, business systems, software programs, techniques, customer account data, call detail records and like information (collectively the "Information"). All such Information conveyed in writing or other tangible form shall be clearly marked with a confidential or proprietary legend. Information conveyed orally by the Discloser to Recipient shall be designated as proprietary and confidential at the time of such oral conveyance, shall be reduced to writing by the Discloser within forty-five (45) calendar days thereafter, and shall be clearly marked with a confidential or proprietary legend.

12.1.1 Each Party shall have the right to correct an inadvertent failure to identify information as Confidential Information by giving written notification within forty-five (45) calendar days after the information is disclosed. The Recipient shall, from that time forward, treat such information as Confidential Information subject to the provisions of this Section 12.

12.2 Use and Protection of Information. Recipient agrees to protect such Information of the Discloser provided to Recipient from whatever source from distribution, disclosure or dissemination to anyone except employees of Recipient with a need to know such Information solely in conjunction with Recipient's analysis of the Information and for no other purpose except as authorized herein or as otherwise authorized in writing by the Discloser. Recipient will not make any of any kind of the Information inspected by it. The Recipient will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. Upon request the Information will be returned by the Recipient to the Discloser within thirty (30) calendar days of completion of any use.

12.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:

12.3.1 (a) is made publicly available by the Discloser or lawfully by a nonparty to this Agreement; (b) is lawfully obtained by Recipient from any source other than Discloser; (c) is previously known to Recipient without an obligation to keep it confidential; or (d) is released from the terms of this Agreement by Discloser upon written notice to Recipient.

12.4 Recipient agrees to use the Information solely for the purposes of negotiations pursuant to 47 U.S.C. 251 or in performing its obligations under this Agreement and for no other entity or purpose, except as may be otherwise agreed to in writing by the Parties. Nothing herein shall prohibit Recipient from providing information requested by the FCC or a state regulatory agency with jurisdiction over this matter, or to support a request for arbitration or an allegation of failure to negotiate in good faith.

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12.5 Recipient agrees not to publish or use the Information for any advertising, sales or marketing promotions, press releases, or publicity matters that refer either directly or indirectly to the Information or to the Discloser or any of its affiliated companies.

12.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, application or other intellectual property right that is now or may hereafter be owned by the Discloser.

12.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 12 shall survive and continue in effect until two (2) years after the expiration or termination date of this Agreement with regard to all Information exchanged during the term of this Agreement. Thereafter, the Parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

13. **Resolution of Disputes**

13.1 [Parties Disagree]

[<customer_short_name> Version] Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the FCC, the Commission **or a court of law** for a resolution of the dispute. Either Party may seek expedited resolution by the Commission, and may request that resolution occur in no event later than sixty (60) calendar days from the date of submission of such dispute. The other Party will not object to such expedited resolution of a dispute. If the FCC or Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred to the extent the FCC or the Commission requires the Parties to bear such fees and expenses. Each Party reserves any rights it may have to seek judicial review of any ruling made by the FCC, the Commission **or a court of law** concerning this Agreement. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement, unless the issue as to how or whether there is an obligation to perform is the basis of the dispute, and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion.

[BellSouth Version] Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, if a Party desires to pursue such dispute, such Party shall petition the FCC or the Commission for a resolution of the dispute. Either Party may seek expedited resolution by the Commission, and may request that resolution occur in no event later than sixty (60) calendar days from the date of submission of such dispute. The other Party

will not object to such expedited resolution of a dispute. If the FCC or Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each party shall pay half of the fees and expenses so incurred to the extent the FCC or the Commission requires the Parties to bear such fees and expenses. Each Party reserves any rights it may have to seek judicial review of any ruling made by the FCC or the Commission concerning this Agreement. Until the dispute is finally resolved, each Party shall continue to perform its obligations under this Agreement, unless the issue as to how or whether there is an obligation to perform is the basis of the dispute, and shall continue to provide all services and payments as prior to the dispute provided however, that neither Party shall be required to act in any unlawful fashion.

14. **Taxes**

14.1 Definition. For purposes of this Section, 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, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

14.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

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

14.2.2 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.

14.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

14.3.1 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.

14.3.2 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.

14.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party

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

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

14.3.5 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.

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

14.3.7 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) calendar days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) calendar days after receipt of such assessment, proposed assessment or claim.

14.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.

14.4.1 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.

14.4.2 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. The Parties agree to use good faith efforts to bill taxes promptly.

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

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

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

14.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorneys' 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.

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

14.5 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.

15. **Network Maintenance and Management**

15.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and

other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

15.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.

15.3 BellSouth agrees to provide <customer_short_name> prior notice consistent with applicable FCC rules and the Act of changes in information or technical specifications necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks.

16. **Force Majeure**

16.1 In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by <customer_short_name>, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided, however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

17. **Modification of Agreement**

17.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to <customer_short_name> any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252, provided a minimum of six (6) months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such interconnection, service or network element and any other rates, terms and conditions that are legitimately related to or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement may be adopted for any BellSouth state, provided it is applicable to that state and provided that <customer_short_name> may not adopt an interconnection, service, or network element from an agreement that would result in the co-mingling of state specific and regional OSS rates in the same

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agreement. The term of the adopted agreement or provisions shall expire on the same date as set forth in the agreement that was adopted or from which certain provisions were adopted.

17.2 If <customer_short_name> changes its name or makes changes to its company structure that affects the identity of <customer_short_name>due to a merger, acquisition, transfer or any other reason, it is the responsibility of <customer_short_name> to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

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

17.4 In the event that any (1) effective legislative, regulatory, judicial or other legal action or (2) obligation or commitment regarding interconnection, resale or access to network elements which obligation or commitment expressly applies generically to all CLECs made by BellSouth to any state or federal regulatory authority or the U.S. Department of Justice ("Governmental Body") in connection with any merger or regulatory proceeding regarding BellSouth's obligations under the Act,) materially affects any material terms of this Agreement, or the ability of <customer_short_name> or BellSouth to perform any material terms of this Agreement, <customer_short_name> or BellSouth may, on thirty (30) calendar days' written notice, require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within forty-five (45) calendar days after such notice, the Dispute may at any time thereafter be resolved in accordance with the Dispute Resolution procedure set forth in this Agreement.

18. **Non-Waiver of Legal Rights**

18.1 Execution of this Agreement by either Party does not confirm or imply that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996. 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).

19. **One Agreement**

19.1 Subject to the provisions of Sections 17 and 20, the Parties acknowledge that they negotiated this Agreement as a single contract and do not consider the separate Attachments of this Agreement to be separate contracts. Each Attachment contains provisions that are subject to the provisions of the General Terms and Conditions; application of some provisions may require or trigger application of provisions in other Attachments hereto.

20. **Severability**

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20.1 If any provision of this Agreement, or part thereof, shall be held to be invalid or unenforceable in any respect, 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. In the event the Parties are unable to mutually negotiate such replacement language, either Party may elect to pursue the dispute resolution process set forth in Section 13 above.

21. **No Waiver**

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

22. **Governing Law**

22.1 Where applicable, this Agreement shall be governed by and construed in accordance with federal and state substantive telecommunications law, including rules and regulations of the FCC and appropriate Commission. In all other respects, this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Georgia without regard to its conflict of laws principles.

23. **Assignments**

23.1 Except as provided herein, any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate of the Party or to an entity purchasing all or substantially all of the Party's assets without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) calendar days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of <customer_short_name>, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails

to perform such obligations. Notwithstanding anything to the contrary in this Section and unless the Parties agree otherwise, <customer_short_name> shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) <customer_short_name> pays all bills, past due and current, under this Agreement, or (2) <customer_short_name>'s assignee expressly assumes liability for payment of such bills.

24. **Notices**

24.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by U.S. Mail postage prepaid, addressed to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, Alabama 35203

and

ICS Attorney
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

<<customer_name>>

_____
_____
_____

24.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth (5th) calendar day, or next business day after the fifth (5th) calendar day, after it was deposited in the mail. Notice by overnight courier shall be effective on the date it was delivered, except that notice delivered on a non-business day shall be deemed effective on the next business day.

24.3 Subject to Section 45.2 below, BellSouth will post changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted to BellSouth's web site, and any other information of general applicability to <customer_short_name>.

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25. **Rule of Construction**

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

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

26.1 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.

27. **Cooperation in Preventing End User Fraud**

27.1 The Parties agree to cooperate fully with one another to investigate, minimize, prevent and take action in cases of fraud by an End Userinvolving the provision of services to <customer_short_name> under this Agreement.

28. **Revenue Protection**

28.1 BellSouth shall make available to <customer_short_name> fraud prevention or revenue protection features, including prevention, detection, or control functionality embedded within any of the Network Elements or services provided pursuant to this Agreement. These features include switch functions such as screening codes and call blocking of international, 900 and 976 numbers. To the extent separate charges apply for such features, the charges will be set forth in the appropriate attachment to this Agreement or will be negotiated between the Parties and added to this Agreement via an amendment at such time as <customer_short_name> requests the features.

29. **Law Enforcement Interface**

29.1 Both Parties shall work cooperatively to comply with all legal or regulatory requirements related to number recording devices, including, for example, orders related to trap and trace and wire taps.

30. **Multiple Counterparts**

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

31. **Filing of Agreement**

31.1 Upon execution of this Agreement BellSouth shall file the Agreement with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as

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<customer_short_name> is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

32. **Compliance with Applicable Law**

32.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, effective orders, injunctions, judgments and binding decisions, awards and decrees that relate to its obligations under this Agreement ("Applicable Law").

32.2 [Parties Disagree]

[<customer_short_name> Version] **Nothing in this Agreement shall be construed to limit a Party's rights or exempt a Party from obligations under Applicable Law, except in such cases where the Parties have explicitly agreed to a limitation or exemption. Silence shall not be construed to be such a limitation or exemption with respect to any aspect, no matter how discrete, of Applicable Law.**

[BellSouth Version] **This Agreement is intended to memorialize the Parties' mutual agreement with respect to their obligations under the Act and applicable FCC and Commission rules and orders. Any reference to the Parties complying with applicable FCC and Commission orders is not intended to expand on the obligations of the Parties as set forth herein.**

32.3 [redacted]

[<customer_short_name> Version] **The rates contained in this Agreement shall be in compliance with Applicable Law.** Where a Commission has adopted rates for network elements or services provided under this Agreement, as of the Effective Date, it is the intent of the Parties that the rate exhibits incorporated into this Agreement will be those rates. Errors in rate sheets will be corrected **by retroactive true-up to the Effective Date within thirty (30) calendar days.**

[BellSouth Version] Where a Commission has adopted rates for network elements or services provided under this Agreement, as of the Effective Date, it is the intent of the Parties that the rate exhibits incorporated into this Agreement will be those rates, unless otherwise negotiated by the Parties. Upon request of either Party, errors in rate sheets will be corrected **prospectively by amendments to this Agreement.**

33. **Necessary Approvals**

33.1 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any

required approvals and rights for which such Party is responsible.

34. **Good Faith Performance**

34.1 Each Party shall act in good faith in its performance under this Agreement. Where notice, approval, consent, agreement 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 will not be unreasonably delayed, withheld or conditioned.

34.2 [Parties Disagree]

[<customer short name> Version] **Neither Party shall, as a condition or prerequisite to such Party's performance of its obligations as otherwise provided herein, impose or insist upon the other Party's (or any of its End Users') adherence to any requirement or obligation other than as expressly stipulated in this Agreement or as otherwise mandated by Applicable Law.**

[BellSouth Version] **No Section.**

35. **Independent Contracting Parties**

35.1 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 its employees assisting in the performance of such obligations. Each Party shall 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. 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 the Party's obligations hereunder.

36. **Subcontracting**

36.1 If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No

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subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

37. **Labor Relations**

37.1 The Parties shall endeavor to minimize impairment of service to the other Party in the event of a labor dispute to the extent permitted by Applicable Law.

38. **Compliance with the Communications Assistance for Law Enforcement Act of 1994 ("CALEA")**

38.1 Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party's noncompliance.

39. **Customer Inquiries**

39.1 Calls About the Other Party's Products and Services. Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by the other Party. Each Party shall ensure that all their representatives who receive inquiries regarding the other Party's services or products: (i) provide such numbers, if available to the personnel receiving the call, to callers who inquire about the other Party's services or products; (ii) do not in any way disparage or discriminate against the other Party, or its products or services; and (iii) do not provide information about their products or services during that same inquiry/subscriber contact, unless that information specifically is requested by the caller. Subject to the limitations of this Section, both Parties maintain the right to serve directly any End User within the service area of the other Party. Both Parties may directly market their own telecommunications products and services and in doing so may establish independent relationships with End Users of the other Party.

40. **Additional Fair Competition Requirements**

40.1 In the event that BellSouth transfers facilities or other assets to an Affiliate during the term of this Agreement, which are necessary in order for BellSouth to comply with its obligations under this Agreement, and BellSouth is required by law to continue to provide such interconnection, services or network elements under this Agreement even after such transfer, then such obligations hereunder shall survive and BellSouth shall continue to perform such obligations. In the event that BellSouth transfers facilities or other assets to an Affiliate during the term of this Agreement, which are necessary in order for BellSouth to comply with its

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obligations under this Agreement, and BellSouth is relieved of its obligations to provide such interconnection, services or network elements, but such Affiliate is required by law to perform such obligations to the extent that BellSouth was required to, then BellSouth shall be relieved of its obligations hereunder and such obligations shall survive and transfer to such Affiliate pursuant to the Assignment Section hereof.

40.2 BellSouth shall allow <customer_short_name>'s local exchange customers to select BellSouth for the provision of intraLATA toll services to the extent BellSouth makes such stand alone intraLATA services available to the general public on a nondiscriminatory basis.

40.3 Each Party shall protect the confidentiality of proprietary information of, and relating to, the other Party and its End Users or any other carrier. If either Party receives or obtains proprietary information from the other for the purposes of providing services under this agreement, such Party shall use such information only for such purpose and shall not use such information for its own marketing purpose.

41. **Posting of Agreements**

41.1 BellSouth shall post on its web site any BellSouth interconnection agreement between BellSouth and any third party no later than ten (10) calendar days after the approval of such agreement with the Commission.

42. **Nonexclusive Dealings**

42.1 This Agreement does not prevent either Party from providing or purchasing services to or from any other person.

43. **Rate True-Up**

43.1 This Section applies to Network Interconnection and/or Unbundled Network Elements and Other Services rates that are expressly subject to true-up under this Agreement.

43.2 The designated true-up rates shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order of the Commission. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with the designated true-up rates for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties shall submit the matter to the Dispute Resolution process in accordance with the provisions of Section 13 above of the General Terms and Conditions of this Agreement.

44. **Survival**

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44.1 In no event shall the expiration or termination for any reason of this Agreement relieve either Party of any liability or obligation accruing in favor of the other Party in respect of acts or omissions occurring prior thereto. Any liabilities and all obligations of each Party under the provisions regarding indemnification, confidentiality of information, liability, and any other provisions of this Agreement that by their specific nature or express terms are contemplated to survive (or be performed) thereafter shall survive expiration or termination.

45. **Entire Agreement**

45.1 This Agreement means the General Terms and Conditions, the Attachments identified in Section 45.4 below, and subject to the limitations set forth in Section 45.2 all documents identified herein. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement. Any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

45.2 [Parties Disagree]

[<customer_short_name> Version] Guides. The Parties acknowledge that certain provisions of this Agreement reference certain BellSouth documents and publications (collectively referred to herein as the "Guides"). All Guides referred to in this Agreement, are incorporated herein and made a part hereof by reference. To the extent that there is a conflict between a provision of a Guide and a provision of this Agreement, the provision of this Agreement shall prevail. BellSouth may, from time to time during the term hereof, change or alter said Guides (including replacing a Guide entirely with a successor Guide with a different name). The Parties agree that if the change or alteration was made to BellSouth's OSS interface Guides as a result of the Change Control Process (CCP), a revision to a generally accepted and implemented industry standard or guideline (e.g. Ordering Billing Forum (OBF), Telcordia guidelines, etc.), or other legal requirement directly affecting the Guides provided, if such legal requirement would be subject to the change of law provision in these General Terms and Conditions, the change to the Guide would not be applicable until this Agreement is amended to reflect the update to the Guide, or if <customer_short_name> agrees to such change or alteration, any such change or alteration shall become effective as specified in the terms of the notice to <customer_short_name> via the applicable Internet website

posting. In all other cases, a change in a Guide which (1) alters, amends or conflicts with any term of this Agreement; (2) changes any charge or rate, or the application of any charge or rate, specified in this Agreement; (3) adds a new rate or rate element not previously specified in the Agreement; (4) causes <customer_short_name> to incur material cost or expense to implement the change or alteration; or (5) increases an interval set forth in this agreement, will not be effective with respect to <customer_short_name> until BellSouth and <customer_short_name> sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3), (4) or (5). For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on <customer_short_name>, but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In addition, BellSouth will use its best efforts, upon <customer_short_name>'s request to BellSouth's Interconnection Services (ICS) website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by <customer_short_name>.

In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to <customer_short_name> pursuant to the requirements of this Section, either Party may, at its option, seek resolution of the dispute in accordance with the Dispute Resolution provisions in the General Terms and Conditions of this Agreement. In cases where there is a dispute with respect to any alteration or amendment described in this Section becoming effective as to <customer_short_name>, such alteration or amendment described in this Section shall not become effective as to <customer_short_name> until there is mutual agreement between the Parties that it should become effective or an order resulting from the Dispute Resolution process finding in favor of its becoming effective.

[BellSouth Version] Guides. The Parties acknowledge that certain provisions of this Agreement reference certain BellSouth documents and publications (collectively referred to herein as the "Guides"). All Guides referred to in this Agreement, are incorporated herein and made a part hereof by reference. To the extent that there is a conflict between a provision of a Guide and a provision of this Agreement, the provision of this Agreement shall prevail. BellSouth may, from time to time during the term hereof, change or alter said Guides (including replacing a Guide entirely with a successor Guide with a different name). The Parties agree that if the change or alteration was made to BellSouth's OSS interface Guides as a result of the Change Control Process (CCP), results from a revision to a generally accepted and implemented industry standard or guideline (e.g. Ordering Billing Forum (OBF), Telcordia guidelines, etc.), or other legal requirement directly affecting the Guides provided, if such legal requirement would be subject to the change of law provision in these General Terms and Conditions, the change to the Guide would not be applicable until this Agreement is amended to reflect the update to the Guide, or if <customer_short_name> agrees to such change or alteration, any such change or alteration shall become effective as specified in the terms of the notice to <customer_short_name> via the applicable

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Internet website posting. In all other cases, a change in a Guide which (1) alters, amends or conflicts with any term of this Agreement; (2) changes any charge or rate, or the application of any charge or rate, specified in this Agreement; (3) adds a new rate or rate element not previously specified in the Agreement; (4) causes <customer_short_name> to incur material cost or expense to implement the change or alteration; or (5) increases an interval set forth in this agreement, will not be effective with respect to <customer_short_name> until BellSouth and <customer_short_name> sign an amendment to this Agreement reflecting the changes described in items (1), (2), (3) or (5)**; or unless <customer_short_name> fails to inform BellSouth in writing that it does not agree to such change or alteration within thirty (30) calendar days of notice of such change being given to <customer_short_name> for item (4)**. For purposes of item (4), a cost or expense shall be deemed material if it imposes a financial burden on <customer_short_name>, but shall not include costs associated with disseminating notice of the change or providing training regarding the change to employees. In addition, BellSouth will use its best efforts, upon <customer_short_name>'s request to BellSouth's Interconnection Services (ICS) website group at wmag@bellsouth.com, to provide such notices via e-mail to the address specified by <customer_short_name>.

In the event that the Parties disagree as to whether any alteration or amendment described in this Section is effective as to <customer_short_name> pursuant to the requirements of this Section, either Party may, at its option, seek resolution of the dispute in accordance with the Dispute Resolution provisions in the General Terms and Conditions of this Agreement. In cases where there is a dispute with respect to any alteration or amendment described in this Section becoming effective as to <customer_short_name>, such alteration or amendment described in this Section shall not become effective as to <customer_short_name> until there is mutual agreement between the Parties that it should become effective or an order resulting from the Dispute Resolution process finding in favor of its becoming effective.

45.3 [Parties Disagree]

[<customer_short_name> Version] In various provisions of this Agreement, the Parties have included references to tariffs filed by the Parties. If such tariff is referenced for the purposes of a service that is provisioned pursuant to such tariff, and there is a conflict between such referenced tariff provisions and this Agreement, the terms of the tariff shall control. If the service is provisioned pursuant to this Agreement but the tariff is referenced for a rate, an interval or another purpose, to the extent that there is a conflict between such referenced tariff provision and this Agreement, and except as otherwise set forth in this Agreement, the terms of this Agreement shall prevail. To the extent a Party alleges that changes made to such tariffs subsequent to the Effective Date are unreasonable and discriminatory, the Parties shall endeavor to negotiate a resolution and incorporate such resolution into this Agreement by written amendment. To the extent that the Parties are unable to reach such resolution or

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agree on an amendment, the dispute shall be resolved in accordance with the Dispute Resolution provisions set forth in Section 13 above.

[BellSouth Version] In various provisions of this Agreement, the Parties have included references to tariffs filed by the Parties. If such tariff is referenced for the purposes of a service that is provisioned pursuant to such tariff, and there is a conflict between such referenced tariff provisions and this Agreement, the terms of the tariff shall control. If the service is provisioned pursuant to this Agreement but the tariff is referenced for a rate, an interval or another purpose, to the extent that there is a conflict between such referenced tariff provision and this Agreement, and except as otherwise set forth in this Agreement, the terms of this Agreement shall prevail.

45.4 This Agreement includes eleven (11) Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

45.5 The following services are included as options for purchase by <customer_short_name> pursuant to the terms and conditions set forth in this Agreement. <customer_short_name> may elect to purchase said services by written request to its Local Contract Manager if applicable:

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)
LNP Data Base Query Service

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

BellSouth Telecommunications, Inc.	**TriVergent Communications, Inc.**
By:	By:
Name: Kristen E. Rowe	Name:
Title: Director	Title:
Date:	Date:

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Attachment 1

Resale

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Resale Restrictions **Exhibit A**

Line Information Database (LIDB) Storage Agreemt **Exhibit B**

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Resale Discounts and Rates **Exhibit E**

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RESALE

1. Discount Rates

1.1 The Commission-approved discount rates applied to <customer_short_name> purchases of BellSouth Telecommunications Services for the purpose of resale shall be as set forth in Exhibit E. Such discounts have been determined by the applicable Commission to reflect the costs avoided by BellSouth when selling a service for wholesale purposes.

1.2 The telecommunications services available for purchase by <customer_short_name> for the purposes of resale to <customer_short_name>'s End Users shall be available at BellSouth's tariffed rates less the discount set forth in Exhibit E to this Agreement and subject to the exclusions and limitations set forth in Exhibit A to this Agreement.

2. Definition of Terms

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

2.2 RESALE means an activity wherein a certificated CLEC, such as <customer_short_name>, subscribes to the telecommunications services of BellSouth and then offers those telecommunications services to the public.

3. General Provisions

3.1 All of the negotiated rates, terms and conditions set forth in this Attachment pertain to the resale of BellSouth's retail telecommunications services and other services specified in this Attachment. BellSouth shall make available to <customer_short_name> for resale those telecommunications services that BellSouth is required to offer for resale pursuant to the 1996 Act and applicable FCC and Commission rules and orders. BellSouth currently makes such services available pursuant to its General Subscriber Services Tariff and Private Line Services Tariff.

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

3.1.2 In Tennessee, if <customer_short_name> does not resell Lifeline service to any end users, and if <customer_short_name> agrees to order an appropriate Operator

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Services/Directory Assistance block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.

3.1.2.1 In the event <customer_short_name> resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon <customer_short_name> and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).

3.1.2.2 <customer_short_name> must provide written notification to BellSouth within 30 days prior to either providing its own operator services/ directory services or orders the appropriate operator services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.

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

3.2.1 <customer_short_name> must resell services to other End Users.

3.2.2 <customer_short_name> cannot be a CLEC for the single purpose of selling to itself.

3.3 <customer_short_name> will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and receive payment from <customer_short_name> for said services.

3.4 BellSouth shall have no contact with the End User except to the extent provided for in this Agreement.

3.5 Nothing herein shall affect BellSouth's rights, consistent with applicable law, to: (i) bill the End User for any services that the End User specifies it wishes to receive directly from BellSouth, (ii) serve directly any End User within the service area of <customer_short_name>, or (iii) market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of <customer_short_name> consistent with applicable law.

3.5.1 When an End User of <customer_short_name> or BellSouth elects to change his/her carrier to the other Party, both Parties agree to release the End User's service to the other Party concurrent with the due date of the service order, which shall be established based on the reasonable and non discriminatory standard interval for the End User's requested service as set forth in the BellSouth Product and Services Interval Guide.

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3.5.2 BellSouth and <customer_short_name> will refrain from contacting an End User who has placed or whose selected carrier has placed on the End User's behalf an order to change the End User's service provider from BellSouth or <customer_short_name> to the other Party until such time that the order for service has been completed. The Parties agree to comply with any applicable FCC and Commission rules and orders with respect to contacting End Users who have elected to change telecommunications carriers.

3.6 Neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. The End User to whom a telephone number associated with services furnished by BellSouth has been assigned has the right to continue using the telephone number to receive those services unless BellSouth is required to change the telephone number in connection with the implementation of area code relief in the form of a geographic split and/or NXX change, in which case BellSouth shall have the right to change the telephone numbers, the central office designation associated with such numbers or both after providing <customer_short_name> a period of notice in accordance with the FCC's Notices of Network Change rules. Such number changes shall be done only when BellSouth deems it necessary to do so in the conduct of its business and in accordance with BellSouth practices and procedures on a reasonable and nondiscriminatory basis. Nothing in this agreement shall affect the ability of an End User to port any telephone number associated with services furnished by BellSouth to a different service provider in accordance with applicable FCC rules and industry guidelines.

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

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

3.9. BellSouth can refuse service in accordance with Section A2.2.9 of its General Subscriber Services Tariffs and Section B2.2.2 of its Private Line Services Tariffs.

3.10. BellSouth will cooperate with law enforcement agencies with subpoenas and court orders relating to <customer_short_name>'s End Users, pursuant to Section 6 of the General Terms and Conditions.

3.11. If appropriate <customer_short_name> personnel have actual knowledge that one of its End Users is utilizing a BellSouth resold telecommunications service in a manner that is not consistent with the terms and conditions of the tariff applicable to such service, <customer_short_name> will take corrective action and will discontinue provisioning of such service if not cured within thirty (30) calendar days.

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3.12 Facilities and/or equipment utilized by BellSouth to provide service to <customer_short_name> remain the property of BellSouth.

3.13 White page directory listings for <customer_short_name> End Users will be provided in accordance with Section 5 of the General Terms and Conditions.

3.14 Service Ordering and Operational Support Systems (OSS)

3.14.1 <customer_short_name> must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG) pursuant to this Agreement. BellSouth has developed and made available the interactive interfaces by which <customer_short_name> may submit a Local Service Request (LSR) electronically as set forth in Attachment 2 of this Agreement. Service orders will be in a reasonable standard format designated by BellSouth and will be required on a nondiscriminatory basis.

3.14.2 LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Attachment 1. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Attachment 1. Supplements or clarifications to a previously billed LSR will not incur an additional OSS charge over and above the original OSS charge.

3.14.3 Denial/Restoral OSS Charge. In the event <customer_short_name> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.14.4 Cancellation OSS Charge. <customer_short_name> will incur an OSS charge for an accepted LSR that is later canceled.

3.16 BellSouth shall provide 911/E911 for <customer_short_name> customers in the same manner that it is provided to BellSouth customers. BellSouth shall provide and validate <customer_short_name> 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 customers, the <customer_short_name> customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.

3.17 BellSouth shall bill, and <customer_short_name> shall pay, the End User line charge associated with implementing Number Portability as set forth in BellSouth's FCC No. 1 tariff. This charge is not subject to the wholesale discount.

3.18 Pursuant to 47 CFR Section 51.617, BellSouth shall bill to <customer_short_name>, and <customer_short_name> shall pay, the End User

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common line charges identical to the End User common line charges BellSouth bills its End Users.

3.19 [Parties Disagree]

[<customer_short_name> Version] New Resale Services/Changes in the Provisioning of Resale Services. BellSouth **shall** provide to <customer_short_name> **electronically forty-five (45) days advance of changes to the prices, terms or conditions of services available for Resale, including but not limited to the introduction or discontinuance of any features, functions, services or promotions. To the extent that revisions occur between the time BellSouth notifies<customer_short_name> of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify <customer_short_name> of such revisions consistent with its internal notification process; provided that, <customer_short_name> shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. Notwithstanding the foregoing, <customer_short_name> shall not utilize any such BellSouth service descriptions as part of its own sales or marketing efforts.**

[BellSouth Version] New Resale Services/Changes in Provision of Resale Services. BellSouth **may** provide <customer_short_name> **notice via Internet posting of price changes and changes to the terms and conditions of services available for resale. BellSouth shall provide notice of discontinuance of resold services and notice of rate increases on resold services ten (10) calendar days prior to its End Users pursuant to Commission rule or order. BellSouth will post on its website changes to business processes and policies, notices of new service offerings, and changes to service offerings not requiring an amendment to this Agreement, notices required to be posted, and any other information of general applicability to CLECs.**

4. BellSouth's Provision of Services to <customer_short_name> for Resale

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

4.1.1 BellSouth may request relevant documentation related to services purchased by <customer_short_name> to verify <customer_short_name>'s claims for discounts and asserted volumes, if BellSouth has a reasonable basis upon which to suspect that such claims are invalid. Such request shall be made on a nondiscriminatory basis and shall not occur more than once in a twelve (12) month period. <customer_short_name> shall maintain sufficient records and data, for a period up to six (6) months, that are relevant and reasonably necessary to determine compliance with tariff provisions regarding such discounts and for verifying asserted volumes to BellSouth. BellSouth shall bear the costs associated with said request if such claims for discounts and volumes are valid. Any information

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provided by <customer_short_name> for purposes of such request shall be deemed Confidential Information pursuant to the General Terms and Conditions of this Agreement.

4.2 Subject to Exhibit A hereto, resold services can only be used in the same manner as specified in BellSouth's Tariffs. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of BellSouth in the appropriate section of BellSouth's Tariffs. In accordance with FCC 47 C.F.R. Section 51.603, BellSouth will provide services to <customer_short_name> for resale that are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides these services to others, including End Users. Usage allowances (e.g., Business Plus* service) described in BellSouth's tariffs shall not be aggregated for more than one end user or across multiple resold services. Volume discount offerings (e.g., Watsaver® service) may be aggregated by <customer_short_name> for multiple end users.

4.3 <customer_short_name> may resell services only within the specific service area as defined in its certificate of operation approved by the Commission.

4.4 If <customer_short_name> cancels an order for resold services, any costs incurred by BellSouth in conjunction with provisioning of such order will be recovered in accordance with BellSouth's General Subscriber Services Tariffs and Private Line Services Tariffs.

4.5 Service Jointly Provisioned with an Independent Company or Competitive Local Exchange Company Areas

4.5.1 BellSouth will in some instances provision resold services in accordance with the General Subscriber Services Tariff and Private Line Tariffs jointly with an Independent Company or other Competitive Local Exchange Carrier.

4.5.2 When <customer_short_name> assumes responsibility for such service, all terms and conditions defined in the Tariff will apply for services provided within the BellSouth service area only.

4.5.3 Service terminating in an Independent Company or other Competitive Local Exchange Carrier area will be provisioned and billed by the Independent Company or other Competitive Local Exchange Carrier directly to <customer_short_name>.

4.5.4 <customer_short_name> must establish a billing arrangement with the Independent Company or other Competitive Local Exchange Carrier prior to assuming an end user account where such circumstances apply.

4.6 Requirements for Specific Services. BellSouth shall make available for resale the services included in this Section 4.6 at the discounts set forth in Exhibit E to this Attachment and in accordance with Exhibit A to this Attachment.

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4.6.1 Lifeline and Link-up. BellSouth shall make available Lifeline and Link-up Services for resale in accordance with Commission and FCC rules and regulations and with the reasonable and nondiscriminatory terms and conditions set forth in BellSouth's applicable tariffs. Such services shall be available to <customer_short_name> for resale only to those <customer_short_name> subscribers who meet the qualifications as set forth in applicable regulations. BellSouth shall indicate with a USOC on the customer service record if a customer is subscribing to Lifeline or Link-up. <customer_short_name> shall comply with all aspects of the FCC's and the Commission's orders and rules implementing Lifeline and Link-up programs. To the extent other Voluntary Federal Subscriber Financial Assistance Programs are offered by BellSouth and to the extent BellSouth is required to make such programs available for resale, such programs shall be offered to <customer_short_name> on rates, terms and conditions as required by Applicable Law.

4.6.2 Grandfathered Services. BellSouth shall offer for resale to <customer_short_name>pursuant to FCC 47 C.F.R. 51.615 all grandfathered services.

4.6.3 N11 Service. BellSouth shall make available for resale any existing N11 services at the discount rates set forth in Exhibit E to this Attachment 1 and in accordance with Exhibit A to this Attachment 1.

4.6.4 911/E911 Service. <customer_short_name> shall have the right to resell 911 or E911 services.

4.6.5 Customer Specific Offerings Including Contract Service Arrangements (CSAs) and other contractual arrangements. CSAs shall be available for resale, at the same rates, terms and conditions offered to BellSouth's end users, and in accordance with Commission and FCC Rules and Regulations less the wholesale discount set forth in Exhibit E to this Attachment 1. In cases where <customer_short_name> resells an existing CSA, termination liability will not be triggered by a transfer of the CSA from BellSouth to <customer_short_name>. <customer_short_name> may resale an existing CSA to the existing End User or to another similarly situated End User. End Users are similarly situated if their quantity of use and time of use, and the manner and costs of service are the same.

4.6.6 Promotions. For purposes of this Agreement, a "short term" promotion will be as set forth in FCC 47 C.F.R. 51.613.

4.6.6.1 BellSouth shall make Telecommunications Services subject to short term promotions available to <customer_short_name> at the short term promotional rate consistent with Exhibit A.

4.6.6.2 The inclusion of a telecommunications service, available for resale at a resale discount, as a component of a promotion, shall not relieve BellSouth of the

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obligation to offer such underlying telecommunications service separately for resale at the resale discount.

4.6.6.3 Promotions of greater than 90 days will be available to <customer_short_name> for resale.

4.6.7 Special Assemblies. Existing special assembly agreements for telecommunications services shall be available for resale, at the same terms and conditions offered to BellSouth's end users. A special assembly shall be made available for resale at the price of the special assembly less the wholesale discount. <customer_short_name> shall be responsible for all terms and conditions of such special assembly including but not limited to termination liability if applicable. Termination liability will not be triggered as a result of a transfer of the special assembly from BellSouth to <customer_short_name>.

4.6.8 Volume Discount Plans. Subject to Section 4.2 to the extent BellSouth offers, pursuant to its Tariffs, any services the rate for which varies depending upon the volume purchased or the term for which the subscribers commit to purchase such service, BellSouth shall offer such services on the same terms and conditions to <customer_short_name>.

4.6.9 Pay Phone Service. BellSouth shall make available to <customer_short_name> for resale Public Telephone Access Services (pay phone/PTAS) to the extent BellSouth is required to do so pursuant to FCC and Commission rules.

4.6.10 Voice Mail Service. Where available to BellSouth's end users, BellSouth shall provide the following Telecommunications Services at a discount, as set forth in Exhibit E of this Attachment 1, for use in conjunction with voice mail services:

- Message Waiting Indicator (MWI) stutter dial tone and message waiting light feature capabilities.
- CF/Busy (Call Forward Busy Line).
- CF/DA (Call Forward Don't Answer).

The services listed in BellSouth's Messaging Services Information Package shall be made available for resale, without the wholesale discount, in conjunction with other tariff services offered for resale.

4.6.11 BellSouth shall provide branding for, or shall unbrand, voice mail services for <customer_short_name> per the Bona Fide Request/New Business Request process as set forth in Attachment 11 of this Agreement.

4.6.12 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively in accordance with Section A2 of BellSouth's GSST. Similarly, Access Line Service

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for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider (PSP) customers in accordance with Section A7 of BellSouth's GSST. Shared Tenant Service customers can only be sold those local exchange access services available in Section A23 of BellSouth's GSST in the states of Florida, Georgia, North Carolina and South Carolina, and in Section A27 of BellSouth's GSST in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee. Notwithstanding the foregoing, if BellSouth offers other services that BellSouth is obligated to make available for resale to CLECs at the wholesale discount to Hotel/Motel and Hospital End Users, PSPs and shared tenant services customers, such services shall be available to <customer_short_name> for resale to such customers.

4.6.13 Advanced Intelligent Network (AIN). BellSouth shall provide for resale all Advanced Intelligent Network (AIN) services currently provided pursuant to BellSouth's GSST.

4.6.14 Miscellaneous Service Arrangements. <customer_short_name> may purchase at the wholesale discount set forth in Exhibit E to this Attachment 1, the entire set of Miscellaneous Service Arrangements (contained in Section A13 of the GSST with the exception of Information Services), or a subset of any one or any combination of such features on an end user-specific basis, without restriction on the minimum or maximum number of lines and features that may be purchased for any one level of service to the extent such restrictions do not apply to BellSouth's retail end users.

4.6.15 Blocking Service. BellSouth shall provide call blocking of 700, 900, and 976 services upon request as well as bill to third party and collect calls from <customer_short_name> on a line or trunk basis at parity pursuant to Section A13.9 of BellSouth's General Subscriber Services Tariff.

4.6.16 Busy Line Verification (BLV) and Emergency Line Interrupt (ELI). Where BellSouth does not route operator services traffic to <customer_short_name>'s platform, BellSouth shall perform BLV/ELI for <customer_short_name> on resold BellSouth lines.

4.6.17 Inside Wire Maintenance Plan. BellSouth's Inside Wire Maintenance Service Plan is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.

4.6.18 MemoryCall Service. BellSouth's MemoryCall Service is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.

4.6.19 Mobile Services. BellSouth's Mobile Services is available for resale in accordance with Exhibit A to this Attachment 1 and with Commission and FCC rules and regulations.

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4.6.20 Federal Subscriber Line Charges. BellSouth's Federal Subscriber Line Charges will be passed on to <customer_short_name>.

4.6.21 Non-Recurring Charges. Non-Recurring Charges associated with services available for resale, where applicable, will be assessed at the discount rates set forth in Exhibit E to this Attachment 1 and in accordance with Exhibit A to this Attachment and with Commission and FCC rules and regulations.

4.6.22 End User Line Change/Number Portability Charge. BellSouth's End User Line Change/Federal Number Portability Charge will be passed on to <customer_short_name>.

4.6.23 AdWatch Service. BellSouth's AdWatch Service is available for resale at the discount rates set forth in Exhibit E to this Attachment 1 and in accordance with Exhibit A to this Attachment and with Commission and FCC rules and regulations.

5. Maintenance of Services

5.1 Services resold pursuant to this Attachment and BellSouth's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by BellSouth shall be maintained by BellSouth.

5.2 <customer_short_name> or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth except with the written consent of BellSouth.

5.3 To the extent known by appropriate personnel, <customer_short_name> will use best efforts to notify BellSouth of situations that arise that may result in a service problem. BellSouth will advise <customer_short_name> of any central office, facility, or network failure that is known at the time of any inquiry or trouble report by <customer_short_name>.

5.4 <customer_short_name> will contact the appropriate repair centers in accordance with procedures established in the BellSouth Operational Understanding Guide located at http://www.interconnection.bellsouth.com/guides/html/other_guides/html.

5.5 For all repair requests, <customer_short_name> shall adhere to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth as set forth in the BellSouth Operational Understanding Guide located at http://www.interconnection.bellsouth.com/guides/html/other_guides/html.

5.6 BellSouth will bill <customer_short_name> for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for handling troubles that are not found to be in BellSouth's network.

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5.7 BellSouth reserves the right to contact <customer_short_name>'s End Users, if deemed necessary, for maintenance purposes.

6. Establishment of Account

6.1 Establishment of an account for resale will be done according to the terms of Section 1.2 of Attachment 7 to this Agreement.

7. Establishment of Service

7.1 BellSouth will accept a request directly from the End User for conversion of the End User's service from <customer_short_name> to BellSouth or will accept a request from another CLEC for conversion of the End User's service from <customer_short_name> to such other CLEC. Upon completion of the conversion BellSouth will notify <customer_short_name> that such conversion has been completed.

8. Discontinuance of Service to End Users

8.1 The procedures for discontinuing service to an End User are as follows:

8.1.1 BellSouth will deny service to <customer_short_name>'s End User on behalf of, and at the request of, <customer_short_name>. Upon restoration of the End Users's service, restoral charges will apply and will be the responsibility of <customer_short_name>.

8.1.2 At the request of <customer_short_name>, BellSouth will disconnect a <customer_short_name> End User customer.

8.1.3 All requests by <customer_short_name> for denial or disconnection of an End User for nonpayment must be in writing.

8.1.4 <customer_short_name> will be made solely responsible for notifying the End User of the proposed disconnection of the service.

9. Discontinuance of Service to <cusomer_short_name>

9.1 Discontinuance of service to <customer_short_name> will be done according to the terms of Section 1.6 of Attachment 7 to this Agreement.

10. Operator Services (Operator Call Processing and Directory Assistance)

10.1 Operator Call Processing. Operator Call Processing provides: (1) operator handling for call completion (for example, collect, third number billing, and manual calling-card calls). (2) operator or automated assistance for billing after the end user has dialed the called number (for example, calling card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line

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Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.

10.2 Upon request for BellSouth Operator Call Processing, BellSouth shall:

10.2.1 Process 0+ and 0- dialed local calls

10.2.2 Process 0+ and 0- intraLATA toll calls.

10.2.3 Process calls that are billed to <customer_short_name> end user's calling card that can be validated by BellSouth.

10.2.4 Process person-to-person calls.

10.2.5 Process collect calls.

10.2.6 Provide the capability for callers to bill a third party and shall also process such calls.

10.2.7 Process station-to-station calls.

10.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.

10.2.9 Process emergency call trace originated by Public Safety Answering Points.

10.2.10 Process operator-assisted directory assistance calls.

10.2.11 Adhere to equal access requirements, providing <customer_short_name> local end users the same IXC access that BellSouth provides its own operator service.

10.2.12 Exercise at least the same level of fraud control in providing Operator Service to <customer_short_name> that BellSouth provides for its own operator service.

10.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.

10.2.14 Direct customer account and other similar inquiries to the customer service center designated by <customer_short_name>.

10.2.15 Provide call records to <customer_short_name> in accordance with ODUF standards.

10.2.16 The interface requirements shall conform to the interface specifications for the platform used to provide Operator Services as long as the interface conforms to industry standards.

10.3 <u>Directory Assistance Service</u>

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10.3.1 Directory Assistance Service provides local and non-local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.

10.3.2 Directory Assistance Service shall provide up to two listing requests per call, if available and if requested by <customer_short_name>'s end user. BellSouth shall provide caller-optional directory assistance call completion service at rates set forth in BellSouth's General Subscriber Services Tariff to one of the provided listings.

10.4 Directory Assistance Service Updates

10.4.1 BellSouth shall update end user listings changes daily. These changes include:

10.4.2 New end user connections

10.4.3 End user disconnections

10.4.4 End user address changes

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

10.5 Branding for Operator Call Processing and Directory Assistance

10.5.1 BellSouth's branding feature provides a definable announcement to <customer_short_name> end users using Directory Assistance (DA)/ Operator Call Processing (OCP) prior to placing such end users in queue or connecting them to an available operator or automated operator system. This feature allows <customer_short_name>'s name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are set forth in Exhibit E of this Attachment.

11.5.2 BellSouth offers three branding offering options to <customer_short_name> when ordering BellSouth's Directory Assistance and Operator Call Processing: BellSouth Branding, Unbranding and Custom Branding.

11.5.3 Upon receipt of the branding order from <customer_short_name>, the order is considered firm after ten (10) business days. Should <customer_short_name> decide to cancel the order, written notification to <customer_short_name>'s BellSouth Account Executive is required. If <customer_short_name> decides to cancel after ten (10) business days from receipt of the branding order, <customer_short_name> shall pay all charges per the order.

11.6 Selective Call Routing using Line Class Codes (SCR-LCC)

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11.6.1 Where <customer_short_name> resells BellSouth's services and utilizes an operator services provider other than BellSouth, BellSouth will route <customer_short_name>'s end user calls to that provider through Selective Call Routing.

11.6.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for <customer_short_name> to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

11.6.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service and certain PBX services.

11.6.4 Where available, <customer_short_name> specific and unique line class codes are programmed in each BellSouth end office switch where <customer_short_name> intends to service end users with customized OCP/DA branding. The line class codes specifically identify <customer_short_name>'s end users so OCP/DA calls can be routed over the appropriate trunk group to the request OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e., a unique LCC is required per NPA), and/or if the end office switch serves multiple rate areas and <customer_short_name> intends to provide <customer_short_name> branded OCP/DA to its end users in these multiple rate areas.

11.6.5 BellSouth Branding is the default branding offering.

11.6.6 [Parties Disagree]

[<customer_short_name> Version] SCR-LCC supporting Custom Branding and Self Branding require <customer_short_name> to order dedicated transport and trunking from each BellSouth end office identified by <customer_short_name>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <customer_short_name> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates, terms and conditions for transport and trunks are set forth in **Attachment 2 to this Agreement**.

[BellSouth Version] SCR-LCC supporting Custom Branding and Self Branding require <customer_short_name> to order dedicated transport and trunking from each BellSouth end office identified by <customer_short_name>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <customer_short_name> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory

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Assistance. Rates, terms and conditions for transport and trunks are set forth in **the applicable BellSouth Tariffs**.

11.6.7 The rates for SCR-LCC are as set forth in Exhibit E of this Attachment. There is a nonrecurring charge for the establishment of each Line Class Code in each BellSouth central office.

11.6.8 Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by <customer_short_name> to the BellSouth Tops. The calls are routed to "No Announcement."

11.7 Branding via Originating Line Number Screening (OLNS)

11.7.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via OLNS software. When utilizing this method of Unbranding or Custom Branding <customer_short_name> shall not be required to purchase direct trunking.

11.7.2 BellSouth Branding is the default branding offering.

11.7.3 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance <customer_short_name> must have its Operating Company Number (OCN(s)) and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To Implement Unbranding and Custom Branding via OLNS software, <customer_short_name> must submit a manual order form which requires, among other things, <customer_short_name>'s OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. <customer_short_name> shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon <customer_short_name>'s purchase of Unbranding and Custom Branding using OLNS software for any particular TOPS, all <customer_short_name> end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

11.7.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in Exhibit E of this Attachment. Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill <customer_short_name> applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, <customer_short_name> shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Call Processing platforms as set forth in Exhibit E of this Attachment.

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11.7.5 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch and Network Applications Vehicle (NAV) equipment for which <customer_short_name> requires service.

11.7.6 Directory Assistance customized branding uses:

11.7.6.1 the recording of <customer_short_name>

11.7.6.2 the loading of the recording in each switch.

11.7.7 Operator Call Processing customized branding uses:

11.7.7.1 the recording of <customer_short_name>

11.7.7.2 the loading of the recording in each switch.

11.7.7.3 the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

12. Line Information Database (LIDB)

12.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

12.2 BellSouth will provide LIDB Storage upon written request to <customer_short_name>'s Account Manager stating a requested activation date.

13. RAO Hosting

13.1 RAO Hosting is not required for resale in the BellSouth region.

14. Optional Daily Usage File (ODUF)

14.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit C. Rates for ODUF are as set forth in Exhibit E of this Attachment.

14.2 BellSouth will provide ODUF service upon written request to its Account Manager stating a requested activation date.

14. Enhanced Optional Daily Usage File (EODUF)

14.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit D. Rates for EODUF are as set forth in Exhibit E of this Attachment.

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14.2 BellSouth will provide EODUF service upon written request to its Account Manager stating a requested activation date.

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EXCLUSIONS AND LIMITATIONS ON SERVICES AVAILABLE FOR RESALE (Note 3)

	Type of Service	AL		FL		GA		KY		LA		MS		NC		SC		TN	
		Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount	Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Promotions - > 90 Days(Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - ≤ 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
4	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
5	911/E911 Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
6	N11 Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No	Yes	Yes	Yes	Yes	No	No	Yes	Yes
7	MemoryCall®Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
8	Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10	Non-RecurCharges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
11	End User Line Chg-Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12	Public Telephone Access Svc(PTAS)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	Yes	Yes
13	Inside Wire Maint Service Plan	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to End Users who would have qualified for the promotion had it been provided by BellSouth directly.
3. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

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LINE INFORMATION DATA BASE (LIDB)

RESALE STORAGE AGREEMENT

I. Definitions (from Addendum)

A. Billing number - a number used by BellSouth for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten-digit number assigned by BellSouth that identifies a telephone line associated with a resold local exchange service.

C. Special billing number - a ten-digit number that identifies a billing account established by BellSouth in connection with a resold local exchange service.

D. Calling Card number - a billing number plus PIN number assigned by BellSouth.

E. PIN number - a four-digit security code assigned by BellSouth that is added to a billing number to compose a fourteen-digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by <customer_short_name>.

G. Billed Number Screening - refers to the query service used to determine whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the query service used to determine whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number or Calling Card number as assigned by BellSouth and toll billing exception indicator provided to BellSouth by <customer_short_name>.

J. Get-Data - refers to the query service used to determine, at a minimum, the Account Owner and/or Regional Accounting Office for a line number. This query service may be modified to provide additional information in the future.

K. Originating Line Number Screening (OLNS) - refers to the query service used to determine the billing, screening and call handling indicators, station type and Account Owner provided to BellSouth by <customer_short_name> for originating line numbers.

L. Account Owner - name of the local exchange telecommunications company that is providing dialtone on a subscriber line.

II. General

A. This Agreement sets forth the terms and conditions pursuant to which BellSouth agrees to store in its LIDB certain information at the request of <customer_short_name> and pursuant to which BellSouth, its LIDB customers and <customer_short_name> shall have access to such information. In addition, this Agreement sets forth the terms and conditions for <customer_short_name>'s provision of billing number information to BellSouth for inclusion in BellSouth's LIDB. <customer_short_name> understands that BellSouth provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of <customer_short_name>, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained herein shall hereby be made a part of this Agreement upon notice to <customer_short_name>'s account team and/or Local Contract Manager activate this LIDB Storage Agreement. The General Terms and Conditions of the Agreement shall govern this LIDB Storage Agreement.

B. BellSouth will provide responses to on-line, call-by-call queries to billing number information for the following purposes:

1. Billed Number Screening

   BellSouth is authorized to use the billing number information to determine whether <customer_short_name> has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

   BellSouth is authorized to validate a 14-digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BellSouth, and where the last four digits (PIN) are a security code assigned by BellSouth.

3. OLNS

   BellSouth is authorized to provide originating line screening information for billing services restrictions, station type, call handling indicators, presubscribed interLATA and local carrier and account owner on the lines of <customer_short_name> from which a call originates.

4. GetData

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BellSouth is authorized to provide, at a minimum, the account owner and/or Regional Accounting Office information on the lines of <customer_short_name> indicating the local service provider and where billing records are to be sent for settlement purposes. This query service may be modified to provide additional information in the future.

5. Fraud Control

BellSouth will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BellSouth's LIDB, provided that such information is included in the LIDB query. BellSouth will establish fraud alert thresholds and will notify <customer_short_name> of fraud alerts so that <customer_short_name> may take action it deems appropriate.

III. Responsibilities of the Parties

A. BellSouth will administer all data stored in the LIDB, including the data provided by <customer_short_name> pursuant to this Agreement, in the same manner as BellSouth's data for BellSouth's End User customers. BellSouth shall not be responsible to <customer_short_name> for any lost revenue which may result from BellSouth's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BellSouth in its sole discretion from time to time.

B. Billing and Collection Customers

BellSouth currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses and as such these billing and collection customers (B&C Customers) query BellSouth's LIDB to determine whether to accept various billing options from End Users. Until such time as BellSouth implements in its LIDB and its supporting systems the means to differentiate <customer_short_name>'s data from BellSouth's data, the following shall apply:

(1) BellSouth will identify <customer_short_name> end user originated long distance charges and will return those charges to the interexchange carrier as not covered by the existing B&C agreement. <customer_short_name> is responsible for entering into the appropriate agreement with interexchange carriers for handling of long distance charges by their end users.

(2) BellSouth shall have no obligation to become involved in any disputes between <customer_short_name> and B&C Customers. BellSouth will not issue adjustments for charges billed on behalf of any B&C Customer to <customer_short_name>. It shall be the responsibility of <customer_short_name> and the B&C Customers to negotiate and arrange for any appropriate adjustments.

IV. Fees for Service and Taxes

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A. <customer_short_name> will not be charged a fee for storage services provided by BellSouth to <customer_short_name>, as described in this LIDB Resale Storage Agreement.

B. Sales, use and all other taxes (excluding taxes on BellSouth's income) determined by BellSouth or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by <customer_short_name> in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

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Optional Daily Usage File

1. Upon written request from <customer_short_name>, BellSouth will provide the Optional Daily Usage File (ODUF) service to <customer_short_name> pursuant to the terms and conditions set forth in this section. ODUF data delivery accuracy, completeness, timeliness and mean time to deliver will be in accordance with SQMs B3, B4, B5 and B6.

2. <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of the ODUF.

3. The ODUF feed will contain messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a <customer_short_name> customer.

4. Charges for ODUF will appear on <customer_short_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit E to this Attachment. <customer_short_name> will be billed at the ODUF rates that are in effect at the end of the previous month.

5. The ODUF feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6. Messages that error in the billing system of <customer_short_name> will be the responsibility of <customer_short_name>. If, however, <customer_short_name> should encounter significant volumes of errored messages that prevent processing by <customer_short_name> within its systems, BellSouth will work with <customer_short_name> to determine the source of the errors and the appropriate resolution. Upon request from <customer_short_name>, BellSouth shall resend errored messages in accordance with SQM B-9.

6. The following specifications shall apply to the ODUF feed.

6.1 ODUF Message to be Transmitted

6.1.1 The following messages recorded by BellSouth will be transmitted to <customer_short_name>:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)

- Measured Local

- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

6.1.2 Rated Incollects (messages BellSouth receives from other revenue accounting companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

6.1.3 BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <customer_short_name>.

6.1.4 In the event that <customer_short_name> detects a duplicate on ODUF they receive from BellSouth, <customer_short_name> will drop the duplicate message and will not return the duplicate to BellSouth).

6.2 ODUF Physical File Characteristics

6.2.1 ODUF will be distributed to <customer_short_name> via CONNECT:Direct, Connect: Enterprise Client or another mutually agreed medium. The ODUF feed will be a variable block format. The data on the ODUF feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis Monday through Friday except holidays. Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

6.2.2 Data circuits (private line or dial-up) will be required between BellSouth and <customer_short_name> for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, <customer_short_name> will be responsible for ordering the circuit, and coordinating the installation with BellSouth. <customer_short_name> will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of

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<customer_short_name>. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to <customer_short_name>. Additionally, all message toll charges associated with the use of the dial circuit by <customer_short_name> will be the responsibility of <customer_short_name>. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on <customer_short_name> end for the purpose of data transmission will be the responsibility of <customer_short_name>.

6.2.3 If <customer_short_name> utilizes CONNECT:Enterprise Client for data file transmission, purchase of the CONNECT:Enterprise Client software will be the responsibility of <customer_short_name>.

6.3 ODUF Packing Specifications

6.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred and ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer_short_name> which BellSouth RAO that is sending the message. BellSouth and <customer_short_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer_short_name> and resend the data as quickly as technically possible.

The data will be packed using ATIS EMI records.

6.4 ODUF Pack Rejection

6.4.1 <customer_short_name> will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. <customer_short_name> will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to <customer_short_name> by BellSouth.

6.5 ODUF Control Data

<customer_short_name> will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate <customer_short_name>'s receipt of the pack and acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by <customer_short_name> for reasons stated in the above section.

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6.6 ODUF Testing

6.6.1 Upon request from <customer_short_name>, BellSouth shall send ODUF test files to <customer_short_name>. The Parties agree to review and discuss the ODUF content and/or format. For testing of usage results, BellSouth shall request that <customer_short_name> set up a production (live) file. The live test may consist of <customer_short_name>'s employees making test calls for the types of services <customer_short_name> requests on ODUF. These test calls are logged by <customer_short_name>, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within thirty (30) calendar days from the date on which the initial test file was sent.

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Enhanced Optional Daily Usage File

1. Upon written request from <customer_short_name>, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to <customer_short_name> pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

2. <customer_short_name> shall furnish all relevant information required by BellSouth for the provision of the EODUF.

3. The EODUF will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

4. Charges for delivery of the EODUF will appear on <customer_short_name>'s monthly bills for the previous month's usage. The charges are as set forth in Exhibit E to this Attachment. <customer_short_name> will be billed at the EODUF rates that are in effect at the end of the previous month.

5. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

6. Messages that error in the billing system of <customer_short_name> will be the responsibility of <customer_short_name>. If, however, <customer_short_name> should encounter significant volumes of errored messages that prevent processing by <customer_short_name> within its systems, BellSouth will work with <customer_short_name> to determine the source of the errors and the appropriate resolution. Upon request from <customer_short_name>, BellSouth shall resend errored messages as required by SQM B-9.

7. The following specifications shall apply to the EODUF feed.

7.1 Usage To Be Transmitted

7.1.1 The following messages recorded by BellSouth will be transmitted to <customer_short_name>:

Customer usage data for flat rated local call originating from <customer_short_name>'s End User lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call

From Number

To Number

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Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2 BellSouth will perform duplicate record checks on EODUF records processed to ODUF. Any duplicate messages detected will be deleted and not sent to <customer_short_name>.

7.1.3 In the event that <customer_short_name> detects a duplicate on EODUF they receive from BellSouth, <customer_short_name> will drop the duplicate message (<customer_short_name> will not return the duplicate to BellSouth).

7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to <customer_short_name> over their existing ODUF feed. The EODUF messages will be intermingled among <customer_short_name>'s ODUF messages. The EODUF will be a variable block format (2476) with a LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.2.2 Data circuits (private line or dial-up) may be required between BellSouth and <customer_short_name> for the purpose of data transmission as set forth in Section 6.2.2 above.

7.2.3 Data circuits (private line or dial-up) will be required between BellSouth and <customer_short_name> for the purpose of data transmission when utilizing CONNECT:Direct. Where a dedicated line is required, <customer_short_name> will be responsible for ordering the circuit, and coordinating the installation with BellSouth. <customer_short_name> will also be responsible for any charges associated with this line. CSU/DSU equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit data will be the responsibility of <customer_short_name>. Where a dial-up facility is required, dial circuits will be

installed in the BellSouth data center by BellSouth and the associated charges assessed to <customer_short_name>. Additionally, all message toll charges associated with the use of the dial circuit by <customer_short_name> will be the responsibility of <customer_short_name>. Associated equipment on the BellSouth end, including a modem, will be the responsibility of BellSouth. All equipment, including modems and software, that is required on <customer_short_name> end for the purpose of data transmission will be the responsibility of <customer_short_name>.

7.3 Packing Specifications

7.3.1 A pack will contain a minimum of one (1) message record or a maximum of ninety-nine thousand nine hundred ninety-nine (99,999) message records plus a pack header record and a pack trailer record. One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

7.3.2 The OCN, From (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to <customer_short_name> which BellSouth RAO is sending the message. BellSouth and <customer_short_name> will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by <customer_short_name> and resend the data as quickly as technically possible.

7.3.3 The data will be packed using ATIS EMI Records.

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RESALE DISCOUNTS AND RATES - Alabama

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($) Rec	Nonrecurring First	Nonrecurring Add'l	Nonrecurring Disconnect First	Nonrecurring Disconnect Add'l	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: E Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: E Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
							OSS Rates ($)									
							SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					16.30										
	Business %					16.30										
	CSAs %					16.30										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.70	84.70	14.11	14.11						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.000011										
	ODUF: Message Processing, per message					0.004101										
	ODUF: Message Processing, per Magnetic Tape provisioned					42.67										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.000094										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.22										

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RESALE DISCOUNTS AND RATES - Florida

CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES ($)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic-1st	Attachment: 1 Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Exhibit: E Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Exhibit: E Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect		OSS Rates ($)					
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
APPLICABLE DISCOUNTS																
	Residence %					21.83										
	Business %					16.81										
	CSAs %					16.81										
OPERATIONAL SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"																
	NOTE: (1) CLEC should contact its contract negotiator if it prefers the "state specific" OSS charges as ordered by the State Commissions. The OSS charges currently contained in this rate exhibit are the BellSouth "regional" service ordering charges. CLEC may elect either the state specific Commission ordered rates for the service ordering charges, or CLEC may elect the regional service ordering charge, however, CLEC can not obtain a mixture of the two regardless if CLEC has a interconnection contract established in															
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMEC		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - Resale Only				SOMAN		19.99	0.00	19.99	0.00						
SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						93.55	93.55	12.71	12.71						
ODUF/EODUF SERVICES																
	OPTIONAL DAILY USAGE FILE (ODUF)															
	ODUF: Recording, per message					0.0000071										
	ODUF: Message Processing, per message					0.002146										
	ODUF: Message Processing, per Magnetic Tape provisioned					35.91										
	ODUF: Data Transmission (CONNECT:DIRECT), per message					0.00010375										
	ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)															
	EODUF: Message Processing, per message					0.080698										