

# **BELLSOUTH® / CLEC Agreement**

## **Customer Name: Bright House Networks Information Services (Alabama), LLC**

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**CLEC Agreement With:**

**Bright House Networks Information Services (Alabama), LLC**

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**AGREEMENT  
GENERAL TERMS AND CONDITIONS**

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., d/b/a AT&T Alabama (“AT&T”), a Georgia corporation, and Bright House Networks Information Services (Alabama), LLC, (“BHN”) a Delaware limited liability company, and shall be deemed effective thirty days following the date of the last signature of both Parties (“Effective Date”). This Agreement may refer to either AT&T or BHN or both as a “Party” or “Parties.”

**W I T N E S S E T H**

**WHEREAS**, AT&T 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**, BHN is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide telecommunications services in the states of Alabama and Florida; and may later become authorized to provide such services in other states in which AT&T is so authorized; and

**WHEREAS**, BHN wishes to resell AT&T’s telecommunications services and purchase network elements and other services, and, solely in connection therewith, may wish to utilize Collocation Space or space available pursuant to Adjacent Arrangement (all as defined in Attachment 4 of this Agreement), and Other Services (as defined in Attachment 2 of this Agreement); and

**WHEREAS**, the Parties wish to interconnect their telecommunications network facilities and exchange traffic pursuant to Sections 251 and 252 of the Act; and

**WHEREAS**, the Parties understand AT&T's operational support systems (OSS) and technical capabilities vary from one state to another across AT&T's twenty-two states. This Agreement attempts to conform a Florida interconnection agreement to comply with AT&T's OSS and technical capabilities in the State of Alabama. To the extent provisions in the original agreement have not been modified in this Agreement and are inconsistent with the OSS and technical capabilities in the State of Alabama, AT&T shall provide such services, to the extent applicable, in accordance with the terms and conditions set forth in its then current generic interconnection agreement.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, AT&T and BHN agree as follows:

**Definitions**

**Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another

person. For purposes of this paragraph, the term “own” means to own an equity interest (or equivalent thereof) of more than 10 percent.

**Commission** is defined as the appropriate regulatory agency in each state of AT&T’s nine-state region (Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee).

**Competitive Local Exchange Carrier (CLEC)** means a telephone company certificated by the Commission to provide local exchange service within AT&T’s franchised area.

**Effective Date** is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be thirty (30) days after the date of the last signature executing the Agreement. Future amendments for rate changes will also be effective thirty (30) days after the date of the last signature executing the amendment, except as otherwise specifically ordered by the Commission.

**End User** means the ultimate user of the Telecommunications Service.

**FCC** means the Federal Communications Commission.

**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.

**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.

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

**1. CLEC Certification**

1.1 If BHN chooses to purchase services hereunder, in a state where the Parties do not yet have an interconnection agreement, BHN agrees to provide AT&T in writing the certificate number or docket number, for the docket pending certification, for all states in which BHN requests coverage under this Agreement except Kentucky prior to AT&T filing this Agreement with the appropriate Commission for approval.

1.2 To the extent BHN is not certified as a CLEC in each state covered by this Agreement as of the execution hereof, BHN may not purchase services hereunder in that state. If BHN chooses to purchase services hereunder, in a state where BHN is not yet certified, BHN will notify AT&T in writing and provide CLEC

certification when it becomes certified to operate in any other state covered by this Agreement and upon receipt thereof, BHN may thereafter purchase services pursuant to this Agreement in that state. AT&T will file this Agreement with the appropriate Commission for approval.

- 1.3 Should BHN's certification in any state be rescinded or otherwise terminated, AT&T may, at its election, terminate this Agreement in accordance with any applicable Commission rules for termination. As permitted by Commission rules, AT&T may refuse to provide services hereunder in that state until certification is reinstated in that state. BHN shall provide an effective certification to do business issued by the secretary of state or equivalent authority in each state covered by this Agreement.

## **2. Term of the Agreement**

- 2.1 The term of this Agreement shall begin on the Effective Date and shall terminate on September 24, 2008, and shall apply to the AT&T territory in the state of Alabama. 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.
- 2.2 The Parties agree that no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2 above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.
- 2.4 If, as of the expiration of this Agreement, a Subsequent Agreement has not been executed by the Parties, and the Parties are not yet in arbitration, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is actively being negotiated in good faith or alternatively, a timely petition has been filed with the respective Commission and the Subsequent Agreement is subject to the respective Commission arbitration pursuant to 252 of the Act. Upon conversion to a month-to-month term, during such negotiations, provided that the Parties are not in arbitration, then either Party, in its discretion, may terminate this Agreement upon sixty (60) days written notice to the other Party. Notwithstanding the foregoing, the Agreement cannot be terminated prior to 180 days after the original expiration date. In the event that AT&T terminates this Agreement as provided herein, AT&T shall continue to provide services to BHN pursuant to the terms, conditions and rates set forth in AT&T's standard interconnection agreement then in effect and made available to CLECs requesting negotiations pursuant to Section 251 of the Act. If the Parties are actively

pursuing good faith negotiations for a Subsequent Agreement or a transition plan from this Agreement, except as expressly provided, 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.

- 2.5 In the event that AT&T's standard interconnection agreement becomes effective between the Parties, the Parties may continue to negotiate a Subsequent Agreement or arbitrate disputed issues to reach a Subsequent Agreement as set forth in Section 2.3 above, and 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.
- 2.6 To the extent BHN is not exchanging traffic with AT&T, or BHN has not submitted orders pursuant to this Agreement within one-hundred-eighty (180) days of the Effective Date, AT&T may at any time terminate this Agreement upon thirty (30) days written notice to BHN. Additionally, if AT&T learns that BHN has ceased doing business in all states covered by this Agreement, AT&T may immediately terminate this Agreement. For purposes of this section only, AT&T may rely on the following sources to identify whether BHN has ceased doing business in a state: (1) written notice from BHN stating that BHN has ceased operations in a state, or (2) any filings, public notices, decisions or orders available from a Commission, the FCC or a court of competent jurisdiction.

### **3. Operational Support Systems**

BHN shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachments 2, 3 and 6 as applicable.

### **4. Parity**

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

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

- 5.1 Subpoenas Directed to AT&T. Where AT&T provides resold services or local switching for BHN, AT&T shall respond to subpoenas and court ordered requests



delivered directly to AT&T for the purpose of providing call detail records when the targeted telephone numbers belong to BHN End Users. Billing for such requests will be generated by AT&T and directed to the law enforcement agency initiating the request. AT&T shall maintain such information for BHN End Users for the same length of time as it maintains such information for its own End Users.

5.2 Subpoenas Directed to BHN. Where AT&T is providing to BHN Telecommunications Services for resale, then BHN agrees that in those cases where BHN receives subpoenas or court ordered requests regarding targeted telephone numbers belonging to BHN End Users, and where BHN does not have the requested information, BHN will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to AT&T for handling in accordance with 6.1 above.

5.3 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.

## **6. Liability and Indemnification**

6.1 Liability. In the event that either Party consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, all such entities shall be jointly and severally liable for the obligations of the other Party under this Agreement.

6.1.1 BHN Liability. In the event that BHN consists of two (2) or more separate entities as set forth in this Agreement and/or any Amendments hereto, or any third party authorized in writing by BHN, places orders under this Agreement using BHN's company codes or identifiers, all such entities shall be jointly and severally liable for the obligations of BHN under this Agreement.

6.2 Liability for Acts or Omissions of Third Parties. Neither Party shall be liable to the other Party for any act or omission of another telecommunications company providing services to such other Party.

### 6.3 Limitation of Liability

6.3.1 Except for any indemnification obligations of the Parties hereunder, each Party's liability to the other for any loss, cost, claim, injury or 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.

6.3.2 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.

- 6.3.3 Neither AT&T nor BHN shall be liable for damages to the other Party's terminal location, 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 or willful misconduct or by a Party's failure to ground properly a local loop after disconnection.
- 6.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 6.3.5 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 any facts or circumstances covered by such specific provisions, the liability or limitation of liability contained in such specific provision shall apply.
- 6.4 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 company'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 company'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 company's services, actions, duties, or obligations arising out of this Agreement.

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

## 7. **Intellectual Property Rights and Indemnification**

7.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Both Parties are strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any name, service mark or trademark (collectively, the “Marks”) of the other Party. The Marks of a Party include those Marks owned directly by such Party and those Marks that such Party has a legal and valid license to use.

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

7.3 Indemnification. The Party providing a service pursuant to this Agreement will indemnify, hold harmless, and defend the Party receiving such service or data provided as a result of such service against claims of intellectual property infringement arising solely from the use by the receiving Party of such service in the manner contemplated under this Agreement and will indemnify and defend the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 preceding.

7.4 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 and sole option, but subject to the limitations of liability set forth below:

- 7.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 7.4.2 obtain a license sufficient to allow such use to continue.
- 7.4.3 In the event Section 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim. However, the termination of a particular service under this Section does not relieve the Party of its obligation to provide any service required under the Act, the regulations thereunder or by the Commission.
- 7.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor, provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 7.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this Agreement.
- 7.7 Dispute Resolution. Any claim arising under this Section 8 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

## **8. Proprietary and Confidential Information**

- 8.1 Proprietary and Confidential Information. It may be necessary for AT&T and BHN, 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 conspicuously 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) days thereafter, and shall be conspicuously marked with a confidential or proprietary legend.

- 8.2 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 copies of the Information inspected by it.
- 8.3 Exceptions. Recipient will not have an obligation to protect any portion of the Information which:
- 8.3.1 (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.
- 8.4 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, or where required by law, regulation, court order or otherwise legally compelled (e.g., by the FCC or a Commission) provided that Recipient provides Discloser with prompt notice of such requirement and cooperates in good faith in ensuring proper confidential protection for such disclosure.
- 8.5 Recipient agrees not to publish or use the Information for any advertising, sales 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.
- 8.6 The disclosure of Information neither grants nor implies any license to the Recipient under any trademark, patent, copyright, or application that is now or may hereafter be owned by the Discloser.
- 8.7 Survival of Confidentiality Obligations. The Parties' rights and obligations under this Section 8 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.

## 9. Resolution of Disputes

Except as otherwise stated in this Agreement, if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the aggrieved Party shall petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

## 10. Taxes

10.1 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 (a) any taxes levied on either Party’s corporate existence, status, or income, (b) any corporate franchise taxes or (c) tax on property.

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

10.2.1 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.

10.2.2 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.

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

10.3.1 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.

10.3.2 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 and the providing Party may collect any such taxes and fees, which were assessed by or paid to an appropriate taxing authority within the statute of limitations period regardless of whether they are actually billed by the providing Party at the time that the respective service is billed. If the providing Party fails to bill or to collect any taxes or fees herein, then as between the providing Party and purchasing Party, the providing Party shall be liable for any penalty assessed with respect to such uncollected taxes or fees by such authority.

- 10.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefore, and satisfying any other requirements under applicable law. To the extent a sale is claimed to be for resale and thus subject to tax exemption, the purchasing Party shall furnish the providing Party a proper resale tax exemption certificate as authorized or required by statute or regulation of the jurisdiction providing said resale tax exemption. Failure to timely provide said resale tax exemption certificate will result in no exemption being available to the purchasing Party for any period prior to the date that the purchasing Party presents a valid certificate. If applicable law excludes or exempts a purchase of services under this Agreement from a Tax, but does not also provide an exemption procedure, then the providing Party will not collect such Tax if the purchasing Party furnishes the providing Party with a letter signed by an authorized representative of the purchasing Party claiming an exemption and identifying the applicable law that both allows such exemption and does not require an exemption certificate. 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.
- 10.3.4 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 plus any interest thereon.
- 10.3.5 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.
- 10.3.6 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 except to the extent any interest, penalty or other charges or expenses are due to the negligent acts or willful misconduct of providing Party.
- 10.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior

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

- 10.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 10.4.1 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.
- 10.4.2 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. If the providing Party fails to bill or to collect any taxes or fees herein, then as between the providing Party and purchasing Party, the providing Party shall be liable for any penalty assessed with respect to such uncollected taxes or fees by such authority.
- 10.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 10.4.4 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 and any interest thereon.
- 10.4.5 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.
- 10.4.6 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, except to the extent any



interest, penalty or other charges or expenses are due to the negligent acts or willful misconduct of providing Party.

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

10.5 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.

## 11. **Force Majeure**

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

## 12. **Adoption of Agreements**

Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, AT&T shall make available to BHN any entire interconnection agreement filed and approved pursuant to 47 USC § 252.

The term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted. In accordance with this section, BHN shall provide its request to adopt an interconnection agreement in its entirety by providing AT&T written notice of its intent to adopt said interconnection agreement. Such agreement will not be effective until executed by both Parties.

## 13. **Modification of Agreement**

- 13.1 If either Party changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of such Party to notify the other Party of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change. Upon such notification, and subject to the provisions of Section 19, the other Party agrees to cooperate in good faith and with due diligence to amend this Agreement as appropriate and to take all reasonable steps necessary to effectuate the name change.
- 13.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 13.3 In the event that any effective legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of BHN or AT&T to perform any material terms of this Agreement, BHN or AT&T may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in this Agreement. Further, either Party may provide written request to the other Party to amend the Agreement as may be required from time to time to accommodate business and operational needs and as otherwise provided in the Agreement.

#### **14. Non-waiver of Legal Rights**

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 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

#### **15. Indivisibility**

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by AT&T of Collocation Space (or space pursuant to Adjacent Arrangement) under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of Collocation Space (or space pursuant to Adjacent Arrangement) if the covenants and promises of the other Party with respect to the

other services provided for under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recoupable against other payment obligations under this Agreement.

## **16. Waivers**

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

## **17. Governing Law**

17.1 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.

## **18 Assignments and Transfers**

18.1 Any assignment by either Party to any 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, and such consent shall not be unreasonably withheld or denied. In all cases, the assigning Party shall notify the other Party in writing of such assignment at least thirty (30) days prior to the effective date thereof. A Party may assign this Agreement in whole to an Affiliate of the Party or any entity succeeding a Party by sale, merger, or acquisition without the consent of the other Party; provided, however, that the assignee is authorized as a CLEC in all States covered by this Agreement and complies with the rest of the provisions in this Agreement. Upon AT&T's request the assignee must provide evidence of a Commission approved certification to provide Telecommunications Service in each state that BHN is entitled to provide Telecommunications Service. Upon AT&T's request, the Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. No assignment shall be effective until the foregoing provisions in this section are met and completed. 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, BHN shall

not be permitted to assign this Agreement in whole or in part to any entity unless either (1) BHN pays all bills, past due and current, under this Agreement, or (2) BHN's assignee expressly assumes liability for payment of such bills.

**19. Notices**

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

**BellSouth Telecommunications, Inc., d/b/a AT&T Alabama**

AT&T Local Contract Manager  
600 North 19<sup>th</sup> Street, 10<sup>th</sup> Floor  
Birmingham, Alabama 35203

and

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

**Bright House Networks Information Services (Florida), LLC**

Marva Brown Johnson  
Director - Carrier Management  
5000 Campus Wood Drive  
East Syracuse, NY 13057  
Telephone: (315) 438-4629  
Fax: (315) 438-4643  
E-Mail: marva.johnson@bhnis.com

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

19.2 Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is actually received as may be evidenced by a return receipt or equivalent and notice by recognized overnight delivery service is effective when received as evidence by a signed delivery receipt, or if rejected by the recipient Party, notice shall be presumed received on the date of rejection.

20 AT&T will post changes to business processes and policies, not requiring an amendment to this Agreement, notices required to be posted to AT&T's website, and any other information of general applicability to CLECs.

21 Rule of Construction

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

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

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

**23. Multiple Counterparts**

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

**24. Filing of Agreement**

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefore. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, the required notice and the publication and/or notice costs shall be borne by equally by the Parties. Notwithstanding the foregoing, this Agreement shall not be submitted for approval by the appropriate state regulatory agency unless and until such time as BHN is duly certified as a local exchange carrier in such state, except as otherwise required by a Commission.

**25. Compliance with Applicable Law**

This agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under this Agreement. Each Party shall comply at its own expense with applicable law.

**26. Necessary Approvals**

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.

**27. Good Faith Performance**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably condition withhold or delay such consent or agreement.

**28. Rates**

28.1 BHN shall pay the charges set forth in this Agreement. In the event that AT&T is unable to bill the applicable rate or no rate is established or included in this Agreement such charges incurred under this Agreement, including back billing and billing disputes, are subject to a one (1) year limitations period. However, both Parties recognize that situations exist which may necessitate billing beyond one (1) year and to the extent not bound by the applicable limitations period. These exceptions are:

- 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;
- Charges incorrectly billed due to erroneous information supplied by the non-billing Party.

28.1.1 To the extent BHN requests services not included in this Agreement, such services shall be provisioned pursuant to the rates, terms and conditions set forth in the applicable tariffs, or a separately negotiated Agreement.

**29. Rate True-Up**

29.1 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. Notwithstanding the foregoing, no charges shall be applied retroactively prior to the effective date of this Agreement.

29.2 The designated true-up rates shall be true-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission. 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 this Agreement.

29.3 Where a final and an effective order of a Commission requires a true-up, such as a generic cost proceeding, the order that forms the basis of the true-up shall be binding upon AT&T and BHN specifically or upon all carriers generally.

**30. Nonexclusive Dealings**

This Agreement does not prevent either Party from providing or purchasing services to or from any other person nor, except as provided in Section 252(i) of the Act, nor does it obligate either Party to provide or purchase any services (except insofar as AT&T may be obligated to provide access to Interconnection, services and Network Elements to BHN as a requesting carrier under the Act).

### **31. Survival**

The Parties' obligations under this Agreement, which by their nature are intended to continue beyond the termination or expiration of this Agreement, shall survive the termination or expiration of this Agreement.

### **32. Entire Agreement**

32.1 This Agreement and its Attachments 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 such prior agreements. 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.

32.2 This Agreement includes Attachments with provisions for the following:

- Resale
- Network Elements and other services
- Network Interconnection
- Collocation
- Access to Numbers and Number Portability
- Pre-Ordering, Ordering and Provisioning, Maintenance and Repair
- Billing and Billing Accuracy Certification
- Rights-of-Way, Conduits and Pole Attachments
- Performance Measurements
- AT&T Disaster Recovery Plan
- Bona Fide Request/New Business Request Process

32.3 The following services are included as options for purchase by BHN pursuant to the terms and conditions set forth in this Agreement. BHN 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)

**34 Compliance with Law**

The Parties have negotiated their respective rights and obligations pursuant to substantive Federal and State Telecommunications law and this Agreement is intended to memorialize the Parties' mutual agreement with respect to each Party's rights and obligations under the Act and applicable FCC and Commission orders, rules and regulations. Nothing contained herein, nor any reference to applicable rules and orders, is intended to expand on or contract the Parties' rights and obligations as set forth herein. To the extent the provisions of this Agreement differ from the provisions of any Federal or State Telecommunications statute, rule or order, this Agreement shall control. Each Party shall comply at its own expense with all other laws of general applicability.



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

**BellSouth Telecommunications, Inc.  
d/b/a AT&T Alabama**

By: *Kristen E Shore*

Name: Kristen E. Shore

Title: Director

Date: June 14, 2007

**Bright House Networks Information  
Services (Alabama), LLC**

By: *Leo Cloutier*

Name: Leo Cloutier

Title: VP, Strategy + Partnerships

Date: 6/12/07

**Attachment 1**

**Resale**

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## **RESALE**

### **1. Discount Rates**

- 1.1 The discount rates applied to BHN purchases of AT&T 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 AT&T when selling a service for wholesale purposes.
- 1.2 The telecommunications services available for purchase by BHN for the purposes of resale to BHN's End Users shall be available at AT&T'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 **COMPETITIVE LOCAL EXCHANGE COMPANY ("CLEC")** means a telephone company certificated by the Commission to provide local exchange service within AT&T's franchised area.
- 2.2 **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.
- 2.3 **DEPOSIT** means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by AT&T.
- 2.4 **END USER** means the ultimate consumer of the Telecommunications Service.
- 2.5 **END USER CUSTOMER LOCATION** means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.6 **NEW SERVICES** means functions, features or capabilities that are not currently offered by AT&T. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.7 **RESALE** means an activity wherein a certificated CLEC, such as BHN, subscribes to the telecommunications services of AT&T 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 AT&T's retail telecommunications services and other services specified in this Attachment. Subject to effective and applicable FCC and Commission rules and orders, AT&T shall make available to BHN for resale those telecommunications services AT&T makes available, pursuant to its General Subscriber Services Tariff and Private Line Services Tariff, to customers who are not telecommunications carriers.
- 3.1.1 When BHN 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 BHN provides its own operator services and directory services, the discount shall be 21.56%. BHN must provide written notification to AT&T within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.
- 3.2 BHN may purchase resale services from AT&T for their own use in operating their business. The resale discount will apply to those services under the following conditions:
- 3.2.1 BHN must resell services to other End Users.
- 3.2.2 BHN cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 BHN will be the customer of record for all services purchased from AT&T. Except as specified herein, AT&T will take orders from, bill and receive payment from BHN for said services.
- 3.4 BHN will be AT&T's single point of contact for all services purchased pursuant to this Agreement. AT&T shall have no contact with the End User except to the extent provided for herein. Each Party shall provide to the other a nation wide (50 states) toll-free contact number for purposes of repair and maintenance.
- 3.5 AT&T will continue to bill the End User for any services that the End User specifies it wishes to receive directly from AT&T. AT&T maintains the right to serve directly any End User within the service area of BHN. AT&T will continue to market directly its own telecommunications products and services and in doing so may establish independent relationships with End Users of BHN. Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.5.1 When a subscriber of BHN or AT&T elects to change his/her carrier to the other Party, both Parties agree to release the subscriber's service to the other Party

concurrent with the due date of the service order, which shall be established based on the standard interval for the subscriber's requested service as set forth in the AT&T Product and Services Interval Guide.

- 3.5.2 AT&T and BHN will refrain from contacting subscribers who have placed or whose selected carrier has placed on their behalf an order to change his/her service provider from AT&T or BHN to the other Party until such time that the order for service has been completed.
- 3.6 Current telephone numbers may normally be retained by the End User and are assigned to the service furnished. However, 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 AT&T, and no right to the continuance of service through any particular central office. AT&T reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever AT&T deems it necessary to do so in the conduct of its business and in accordance with AT&T practices and procedures on a nondiscriminatory basis.
- 3.7 Where AT&T provides local switching or resold services to BHN, AT&T will provide BHN with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. BHN acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. BHN acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code ("CLLIC"); and in such instances, BHN shall return unused intermediate telephone numbers to AT&T upon AT&T's request. AT&T shall make all such requests on a nondiscriminatory basis.
- 3.8 AT&T will allow BHN to designate up to 100 intermediate telephone numbers per CLLIC, for BHN's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. BHN acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and AT&T has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area ("NPA"); or 2) where a rate center has less than six months supply of numbering resources.
- 3.9 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.10 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

- 3.11 AT&T can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.12 AT&T will cooperate with law enforcement agencies with subpoenas and court orders relating to BHN's End Users, pursuant to Section 7 of the General Terms and Conditions.
- 3.13 If BHN or its End Users utilize a AT&T resold telecommunications service in a manner other than that for which the service was originally intended as described in AT&T's retail tariffs, BHN has the responsibility to notify AT&T. AT&T will only provision and maintain said service consistent with the terms and conditions of the tariff describing said service.
- 3.14 Facilities and/or equipment utilized by AT&T to provide service to BHN remain the property of AT&T.
- 3.15 White page directory listings for BHN End Users will be provided in accordance with Section 5 of the General Terms and Conditions.
- 3.16 Service Ordering and Operational Support Systems ("OSS")
- 3.16.1 BHN must order services through resale interfaces, i.e., the Local Carrier Service Center ("LCSC") and/or appropriate Resale Account Teams pursuant to this Agreement. AT&T has developed and made available interactive interfaces by which BHN may submit LSRs electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by AT&T.
- 3.16.2 LSRs submitted by means of one of these interactive interfaces shall incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR shall 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.) shall incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 3.16.3 Denial/Restoral OSS Charge. In the event BHN 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.
- 3.16.4 Cancellation OSS Charge. BHN will incur an OSS charge for an accepted LSR that is later canceled.
- 3.16.5 Threshold Billing Plan. BHN will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs meets or exceeds the threshold percentage of 90% in the year 2001. The threshold plan will be discontinued in 2002.

- 3.16.5.1 AT&T will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLEC's future manual LSRs for the following quarter will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.
- 3.17 Where available to AT&T's End Users, AT&T shall provide the following telecommunications services at a discount to allow for voice mail services:
- Message Waiting Indicator ("MWI"), stutter dialtone and message waiting light feature capabilities
  - Call Forward Busy Line ("CF/B")
  - Call Forward Don't Answer ("CF/DA")
- Further, AT&T messaging services set forth in AT&T's Messaging Service Information Package shall be made available for resale without the wholesale discount.
- 3.19 AT&T shall provide branding for, or shall unbrand, voice mail services for BHN per the Bona Fide Request/New Business Request process as set forth in Section 6 of the General Terms and Conditions.
- 3.20 AT&T's Inside Wire Maintenance Service Plan is available for resale at rates, terms and conditions as set forth by AT&T and without the wholesale discount.
- 3.21 In the event BHN acquires an end user whose service is provided pursuant to a AT&T Special Assembly, AT&T shall make available to BHN that Special Assembly at the wholesale discount at BHN's option. BHN shall be responsible for all terms and conditions of such Special Assembly including but not limited to termination liability if applicable.
- 3.22 AT&T shall provide 911/E911 for BHN customers in the same manner that it is provided to AT&T customers. AT&T shall provide and validate BHN customer information to the PSAP. AT&T shall use its service order process to update and maintain, on the same schedule that it uses for its customers, the BHN customer service information in the ALI/DMS (Automatic Location Identification/Location Information) databases used to support 911/E911 services.
- 3.23 AT&T shall bill, and BHN shall pay, the End User line charge associated with implementing Number Portability as set forth in AT&T's FCC No. 1 Tariff. This charge is not subject to the wholesale discount.



3.24 Pursuant to 47 CFR Section 51.617, AT&T will bill to BHN, and BHN shall pay, End User common line charges identical to the End User common line charges AT&T bills its End Users.

#### **4. AT&T's Provision of Services to BHN**

4.1 Resale of AT&T services shall be as follows:

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

4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital End Users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Payphone Service Provider ("PSP") customers. Shared Tenant Service customers can only be sold those local exchange access services available in AT&T's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.

4.1.3 AT&T reserves the right to periodically audit services purchased by BHN to establish authenticity of use. Such audit shall not occur more than once in a calendar year. BHN shall make any and all records and data available to AT&T or AT&T's auditors on a reasonable basis. AT&T shall bear the cost of said audit. Any information provided by BHN for purposes of such audit 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 AT&T'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 AT&T in the appropriate section of AT&T's Tariffs. Specific tariff features (e.g. a usage allowance per month) shall not be aggregated across multiple resold services.

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

4.4 If BHN cancels an order for resold services, any costs incurred by AT&T in conjunction with provisioning of such order will be recovered in accordance with AT&T's General Subscriber Services Tariffs and Private Line Services Tariffs.

#### **5. Maintenance of Services**

5.1 Services resold pursuant to this Attachment and AT&T's General Subscriber Service Tariff and Private Line Service Tariff and facilities and equipment provided by AT&T shall be maintained by AT&T.

- 5.2 BHN or its End Users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by AT&T except with the written consent of AT&T.
- 5.3 BHN accepts responsibility to notify AT&T of situations that arise that may result in a service problem.
- 5.4 BHN will contact the appropriate repair centers in accordance with procedures established by AT&T.
- 5.5 For all repair requests, BHN shall adhere to AT&T's prescreening guidelines prior to referring the trouble to AT&T.
- 5.6 AT&T will bill BHN for handling troubles that are found not to be in AT&T's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what AT&T charges to its retail customers for the same services.
- 5.7 AT&T reserves the right to contact BHN's End Users, if deemed necessary, for maintenance purposes.

## **6. Establishment of Service**

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, BHN will provide the appropriate AT&T service center the necessary documentation to enable AT&T to establish a master account for BHN's resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 6.1.2 BHN shall provide to AT&T a blanket letter of authorization ("LOA") certifying that BHN will have End User authorization prior to viewing the End User's customer service record or switching the End User's service. AT&T will not require End User confirmation prior to establishing service for BHN's End User customer. BHN must, however, be able to demonstrate End User authorization upon request.
- 6.1.3 AT&T will accept a request directly from the End User for conversion of the End User's service from BHN to AT&T or will accept a request from another CLEC for conversion of the End User's service from BHN to such other CLEC. Upon completion of the conversion AT&T will notify BHN that such conversion has been completed.

## **7. Discontinuance of Service**

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

- 7.1.1 AT&T will deny service to BHN's End User on behalf of, and at the request of, BHN. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of BHN.
- 7.1.2 At the request of BHN, AT&T will disconnect a BHN End User customer.
- 7.1.3 All requests by BHN for denial or disconnection of an End User for nonpayment must be in writing.
- 7.1.4 BHN will be made solely responsible for notifying the End User of the proposed disconnection of the service.
- 7.1.5 AT&T will continue to process calls made to the Annoyance Call Center and will advise BHN when it is determined that annoyance calls are originated from one of its End User's locations. AT&T shall be indemnified, defended and held harmless by BHN and/or the End User against any claim, loss or damage arising from providing this information to BHN. It is the responsibility of BHN to take the corrective action necessary with its End Users who make annoying calls. (Failure to do so will result in AT&T's disconnecting the End User's service.)

## **8.0 Operator Services (Operator Call Processing and Directory Assistance)**

- 8.1 Operator Services 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 Interrupt (ELI), Emergency Agency Call and Operator-assisted Directory Assistance.
- 8.2 Upon request for AT&T Operator Call Processing, AT&T shall:
  - 8.2.1 Process 0+ and 0- dialed local calls.
  - 8.2.2 Process 0+ and 0- intraLATA toll calls.
  - 8.2.3 Process calls that are billed to BHN end user's calling card that can be validated by AT&T.
  - 8.2.4 Process person-to-person calls.
  - 8.2.5 Process collect calls.
  - 8.2.6 Provide the capability for callers to bill a third party and shall also process such calls.
  - 8.2.7 Process station-to-station calls.

- 8.2.8 Process Busy Line Verify and Emergency Line Interrupt requests.
- 8.2.9 Process emergency call trace originated by Public Safety Answering Points.
- 8.2.10 Process operator-assisted directory assistance calls.
- 8.2.11 Adhere to equal access requirements, providing BHN local end users the same IXC access that AT&T provides its own operator service.
- 8.2.12 Exercise at least the same level of fraud control in providing Operator Service to BHN that AT&T provides for its own operator service.
- 8.2.13 Perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-To-Third-Party calls.
- 8.2.14 Direct customer account and other similar inquiries to the customer service center designated by BHN.
- 8.2.15 Provide call records to BHN in accordance with ODUF standards.
- 8.2.16 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.
- 8.3 Directory Assistance Service
  - 8.3.1 Directory Assistance Service provides local end user telephone number listings with the option to complete the call at the caller's direction separate and distinct from local switching.
  - 8.3.2 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by BHN's end user. AT&T shall provide caller-optional directory assistance call completion service at rates contained in Exhibit E to one of the provided listings.
  - 8.3.3 Directory Assistance Service Updates
    - 8.3.3.1 AT&T shall update end user listings changes daily. These changes include:
      - 8.3.3.1.1 New end user connections
      - 8.3.3.1.2 End user disconnections
      - 8.3.3.1.3 End user address changes
    - 8.3.3.2 These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

- 8.4 Branding for Operator Call Processing and Directory Assistance
  - 8.4.1 AT&T's branding feature provides a definable announcement to BHN 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 BHN's name on whose behalf AT&T is providing Directory Assistance and/or Operator Call Processing. Rates for the branding features are as set forth in Exhibit E.
  - 8.4.2 AT&T offers three (3) service levels of branding to BHN when ordering AT&T's Directory Assistance and Operator Call Processing.
    - 8.4.2.1 Service Level 1 - AT&T Branding
    - 8.4.2.2 Service Level 2 - Unbranding
    - 8.4.2.3 Service Level 3 - Custom Branding
  - 8.4.3 Where BHN resells AT&T's services and utilizes an operator services provider other than AT&T, AT&T will route BHN's end user calls to that provider through Selective Carrier Routing.
  - 8.4.4 Branding Options
    - 8.4.4.1 Selective Call Routing using Line Class Codes (“SCR-LCC”) provides the capability for BHN to have its OCP/DA calls routed to AT&T's OCP/DA platform for AT&T 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 AT&T end office switches.
      - 8.4.4.2 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.
      - 8.4.4.3 Where available, BHN specific and unique line class codes are programmed in each AT&T end office switch where BHN intends to service end users with customized OCP/DA branding. The line class codes specifically identify BHN'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 BHN intends to provide BHN-branded OCP/DA to its end users in these multiple rate areas.
      - 8.4.4.4 AT&T Branding is the Default Service Level.

- 8.4.4.5 SCR-LCC supporting Custom Branding and Self Branding require BHN to order dedicated trunking from each AT&T end office identified by BHN, either to the AT&T Traffic Operator Position System (TOPS) for Custom Branding or to the BHN Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set for in applicable AT&T Tariffs.
- 8.4.4.6 Unbranding-Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by AT&T from those end offices identified by BHN to the AT&T Tops. The calls are routed to "No Announcement."
- 8.4.4.7 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 AT&T central office.
- 8.4.4.8 In addition to the branding methods described in this Section, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening ("OLNS") software. When utilizing this method of Unbranding or Custom Branding, BHN shall not be required to purchase direct trunking.
- 8.4.4.9 For AT&T to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, BHN must have its Operating Company Number ("OCN(s)") and telephone numbers reside in AT&T's LIDB; however, a AT&T LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, BHN must submit a manual order form which requires, among other things, BHN's OCN and a forecast for the traffic volume anticipated for each AT&T TOPS during the peak busy hour. BHN shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon BHN's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all BHN end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.
- 8.4.4.10 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. In addition to the charges for Unbranding and Custom Branding via OLNS software, BHN shall continue to pay AT&T applicable labor and other charges for the use of AT&T's Directory Assistance and Operator Call Processing platforms as set forth in Exhibit E of this Attachment.

## **9. Line Information Database ("LIDB")**

- 9.1 AT&T will store in its Line Information Database ("LIDB") records relating to service only in the AT&T region. The LIDB Storage Agreement is included in this Attachment as Exhibit B.

9.2 AT&T will provide LIDB Storage upon written request to BHN's Account Manager stating a requested activation date.

**10. RAO Hosting**

10.1 RAO Hosting is not required for resale in the AT&T region.

**11. Optional Daily Usage File ("ODUF")**

11.1 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.

11.2 AT&T will provide ODUF service upon written request to its Account Manager stating a requested activation date.

**12. Enhanced Optional Daily Usage File (EODUF)**

12.1 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.

12.2 AT&T will provide EODUF service upon written request to its Account Manager stating a requested activation date.





**RESALE RESTRICTIONS**

Type of Service		NC	
		Resale	Discount
1	Grandfathered Services (Note 1)	Yes	Yes
2	Contract Service Arrangements	Yes	Yes
3	Promotions - > 90 Days (Note 2)	Yes	Yes
4	Promotions - < 90 Days (Note 2)	Yes	No
5	Lifeline/Link Up Services	Yes	Yes
6	911/E911 Services	Yes	Yes
7	N11 Services	Yes	Yes
8	AdWatch <sup>SM</sup> Svc	Yes	Yes
9	MemoryCall <sup>®</sup> Service	Yes	No
10	Mobile Services	Yes	No
11	Federal Subscriber Line Charges	Yes	No
12	Non-Recurring Charges	Yes	Yes
13	End User Line Charge – Number Portability	Yes	No
14	Public Telephone Access Service (PTAS)	Yes	Yes
<b>Applicable Notes:</b>			
1. Grandfathered services can be resold only to existing subscribers of the grandfathered service.			
Note 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 for the term specified in the applicable tariff.			

## **LINE INFORMATION DATA BASE (LIDB)**

### **RESALE STORAGE AGREEMENT**

#### **I. Definitions (from Addendum)**

- A. Billing number - a number used by AT&T 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 AT&T that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten-digit number that identifies a billing account established by AT&T in connection with a resold local exchange service or with a SPNP arrangement.
- D. Calling Card number - a billing number plus PIN number assigned by AT&T.
- E. PIN number - a four-digit security code assigned by AT&T 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 BHN.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining 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 AT&T and toll billing exception indicator provided to AT&T by BHN.

#### **II. General**

- A. This Agreement sets forth the terms and conditions pursuant to which AT&T agrees to store in its LIDB certain information at the request of BHN and pursuant to which AT&T, its LIDB customers and BHN shall have access to such information. In addition, this Agreement sets forth the terms and conditions for BHN's provision of billing number information to AT&T for inclusion in AT&T's LIDB. BHN understands that AT&T 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 BHN, 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 Interconnection/Resale Agreement upon notice to BHN's account team to activate this LIDB Storage Agreement. The General Terms and Conditions of the Interconnection/Resale Agreement shall govern this LIDB Storage Agreement. The terms and conditions contained in the attached Addendum are hereby made a part of this LIDB Storage Agreement as if fully incorporated herein.

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

1. Billed Number Screening

AT&T is authorized to use the billing number information to determine whether BHN has identified the billing number as one that should not be billed for collect or third number calls.

2. Calling Card Validation

AT&T 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 AT&T, and where the last four digits (PIN) are a security code assigned by AT&T.

3. Fraud Control

AT&T 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 AT&T's LIDB, provided that such information is included in the LIDB query. AT&T will establish fraud alert thresholds and will notify BHN of fraud alerts so that BHN may take action it deems appropriate.

### **III. Responsibilities of the Parties**

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

B. Billing and Collection Customers

AT&T 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 AT&T's LIDB to determine whether to accept various billing options from End Users. Until such time as AT&T

implements in its LIDB and its supporting systems the means to differentiate BHN's data from AT&T's data, the following shall apply:

- (1) BHN will accept responsibility for telecommunications services billed by AT&T for its B&C Customers for BHN's End User accounts which are resident in LIDB pursuant to this Agreement. BHN authorizes AT&T to place such charges on BHN's bill from AT&T and shall pay all such charges, including, but are not limited to, collect and third number calls.
- (2) Charges for such services shall appear on a separate AT&T bill page identified with the name of the B&C Customers for which AT&T is billing the charge.
- (3) BHN shall have the responsibility to render a billing statement to its End Users for these charges, but BHN shall pay AT&T for the charges billed regardless of whether BHN collects from BHN's End Users.
- (4) AT&T shall have no obligation to become involved in any disputes between BHN and B&C Customers. AT&T will not issue adjustments for charges billed on behalf of any B&C Customer to BHN. It shall be the responsibility of BHN and the B&C Customers to negotiate and arrange for any appropriate adjustments.

#### C. SPNP ARRANGEMENTS

1. AT&T will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. BHN will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
2. Under normal operating conditions, AT&T shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that AT&T shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond AT&T's reasonable control. AT&T will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, AT&T will issue line-based calling cards only in the name of BHN. AT&T will not issue line-based calling cards in the name of BHN's individual End Users. In the event that BHN wants to include calling card numbers assigned by BHN in the AT&T LIDB, a separate agreement is required.

#### IV. Fees for Service and Taxes

- A. BHN will not be charged a fee for storage services provided by AT&T to BHN, as described in this LIDB Resale Storage Agreement.

- B. Sales, use and all other taxes (excluding taxes on AT&T's income) determined by AT&T 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 BHN in accordance with the tax provisions set forth in the General Terms and Conditions of this Agreement.

**Optional Daily Usage File**

1. Upon written request from BHN, AT&T will provide the Optional Daily Usage File (ODUF) service to BHN pursuant to the terms and conditions set forth in this section.
2. BHN shall furnish all relevant information required by AT&T for the provision of the Optional Daily Usage File.
3. The ODUF feed will contain billable messages that were carried over the AT&T Network and processed in the AT&T Billing System, but billed to a BHN customer.

Charges for delivery of the Optional Daily Usage File will appear on BHN's monthly bills. The charges are as set forth in Exhibit E to this Attachment.

4. 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.
5. Messages that error in BHN's billing system will be the responsibility of BHN. If, however, BHN should encounter significant volumes of errored messages that prevent processing by BHN within its systems, AT&T will work with BHN to determine the source of the errors and the appropriate resolution.
6. The following specifications shall apply to the ODUF feed.

- 6.1 **Usage To Be Transmitted**

- 6.1.1 The following messages recorded by AT&T will be transmitted to BHN:

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, etc.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS and 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages

- Operator Services Message Attempted Calls (UNE only)
  - Credit/Cancel Records
  - Usage for Voice Mail Message Service
- 6.1.2 Rated Incollects (originated in AT&T and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with AT&T recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 6.1.3 AT&T will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to BHN.
- 6.1.4 In the event that BHN detects a duplicate on Optional Daily Usage File they receive from AT&T, BHN will drop the duplicate message (BHN will not return the duplicate to AT&T).
- 6.2 Physical File Characteristics
- 6.2.1 The Optional Daily Usage File will be distributed to BHN via an agreed medium with CONNECT:Direct being the preferred transport method. The ODUF feed will be a variable block format (2476) with an LRECL of 2472. 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 AT&T and BHN for the purpose of data transmission. Where a dedicated line is required, BHN will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. BHN will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to BHN. Additionally, all message toll charges associated with the use of the dial circuit by BHN will be the responsibility of BHN. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on BHN end for the purpose of data transmission will be the responsibility of BHN.
- 6.3 Packing Specifications
- 6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

- 6.3.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to BHN which AT&T RAO is sending the message. AT&T and BHN will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by BHN and resend the data as appropriate.

**THE DATA WILL BE PACKED USING ATIS EMI RECORDS.**

6.4 Pack Rejection

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

6.5 Control Data

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

6.6 Testing

- 6.6.1 Upon request from BHN, AT&T shall send test files to BHN for the Optional Daily Usage File. The Parties agree to review and discuss the file's content and/or format. For testing of usage results, AT&T shall request that BHN set up a production (LIVE) file. The live test may consist of BHN's employees making test calls for the types of services BHN requests on the Optional Daily Usage File. These test calls are logged by BHN, and the logs are provided to AT&T. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.



**Enhanced Optional Daily Usage File**

1. Upon written request from BHN, AT&T will provide the Enhanced Optional Daily Usage File (EODUF) service to BHN 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. BHN shall furnish all relevant information required by AT&T for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.
4. Charges for delivery of the Enhanced Optional Daily Usage File will appear on BHN's monthly bills. The charges are as set forth in Exhibit E to this Attachment.
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 BHN will be the responsibility of BHN. If, however, BHN should encounter significant volumes of errored messages that prevent processing by BHN within its systems, AT&T will work with BHN to determine the source of the errors and the appropriate resolution.
7. The following specifications shall apply to the ODUF feed.
  - 7.1 Usage To Be Transmitted
    - 7.1.1 The following messages recorded by AT&T will be transmitted to BHN:

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

Date of Call

From Number

To Number

Connect Time

Conversation Time

Method of Recording

From RAO

Rate Class

Message Type

Billing Indicators

Bill to Number

7.1.2 AT&T will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to BHN.

7.1.3 In the event that BHN detects a duplicate on Enhanced Optional Daily Usage File they receive from AT&T, BHN will drop the duplicate message (BHN will not return the duplicate to AT&T).

## 7.2 Physical File Characteristics

7.2.1 The EODUF feed will be distributed to BHN over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among BHN's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an 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 AT&T and BHN for the purpose of data transmission. Where a dedicated line is required, BHN will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. BHN will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to BHN. Additionally, all message toll charges associated with the use of the dial circuit by BHN will be the responsibility of BHN. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on BHN's end for the purpose of data transmission will be the responsibility of BHN.

## 7.3 Packing Specifications

- 7.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
- 7.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to BHN which AT&T RAO is sending the message. AT&T and BHN will use the invoice sequencing to control data exchange. AT&T will be notified of sequence failures identified by BHN and resend the data as appropriate.

**THE DATA WILL BE PACKED USING ATIS EMI RECORDS.**

RESALE DISCOUNTS & RATES - Alabama											Att: 1 Exh: D					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
<b>RESALE APPLICABLE DISCOUNTS</b>																
	Residence %						16.30									
	Business %						16.30									
	CSAs %						16.30									
<b>OPERATIONS SUPPORT SYSTEMS (OSS) - "REGIONAL RATES"</b>																
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 AT&T "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 each of the 9 states.																
	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						
<b>ODUF/EODUF SERVICES</b>																
<b>OPTIONAL DAILY USAGE FILE (ODUF)</b>																
	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									
<b>ENHANCED OPTIONAL DAILY USAGE FILE (EODUF)</b>																
	EODUF: Message Processing, per message						0.22									
<b>SELECTIVE CALL ROUTING USING LINE CLASS CODES (SCR-LCC)</b>																
	Selective Routing Per Unique Line Class Code Per Request Per Switch						84.70	84.70	14.11	14.11						
<b>DIRECTORY ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																
	Recording of DA Custom Branded Announcement						3,000.00	3,000.00								
	Loading of DA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
<b>DIRECTORY ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																
	Loading of DA per OCN (1 OCN per Order)						420.00	420.00								
	Loading of DA per Switch per OCN						16.00	16.00								
<b>OPERATOR ASSISTANCE CUSTOM BRANDING ANNOUNCEMENT via OLNS SOFTWARE</b>																
	Recording of Custom Branded OA Announcement						7,000.00	7,000.00								
	Loading of Custom Branded OA Announcement per shelf/NAV per OCN						500.00	500.00								
	Loading of OA Custom Branded Announcement per Switch per OCN						1,170.00	1,170.00								
<b>OPERATOR ASSISTANCE UNBRANDING via OLNS SOFTWARE</b>																
	Loading of OA per OCN (Regional)						1,200.00	1,200.00								

## **Attachment 2**

### **Network Elements and Other Services**

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## **ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES**

### **1 Introduction**

- 1.1 This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements or UNEs) and combinations of Network Elements (Combinations) that AT&T shall offer to BHN in accordance with its obligations under Section 251(c)(3) of the Act. To the extent BHN requests any Network Element or Combination that BHN is entitled to use pursuant to the rates terms and conditions set forth in this Attachment, AT&T shall provide all features, functions and capabilities of such requested Network Element or Combinations, as required by section 251 of the Act and the FCC's rules and Orders as those obligations are described below. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services AT&T makes available to BHN (Other Services). The rates for each Network Element and combination of Network Elements and Other Services are set forth in Exhibit A of this Attachment. Additionally, the provision of a particular Network Element or Other Service may require BHN to purchase other Network Elements or services. In the event of a conflict between this Attachment and any other section or provision of this Agreement, the provisions of this Attachment shall control. BHN may not access Network Elements for the exclusive provisioning of mobile wireless telecommunications services.
- 1.2 Other Services is defined as a facility or service that AT&T makes available to BHN under the Agreement, and is provided in addition to Network Elements.
- 1.3 Technically Feasible is as defined in the FCC's Rules.
- 1.4 The rates for each Network Element, Combinations and Other Services are set forth in Exhibits A and B. If no rate is identified in this Agreement, the rate will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party. If BHN purchases service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. A one-month minimum billing period shall apply to all Network Elements, Combinations and Other Services.
- 1.5 AT&T shall comply with the requirements as set forth in the technical references within this Attachment 2 which shall be the same as AT&T provides to itself and other CLECs on a non discriminatory basis.
- 1.6 AT&T shall provide and BHN may access Network Elements and Other Services in accordance with all applicable FCC and Commission rules and orders, including but not limited to: 47 C.F.R 51.307, 51.309, 51.311, 51.313, 51.315,

51.316, 51.318, 51.319. BHN may use Network Elements in accordance with 47 C.F.R. 51.309.

- 1.7 Except to the extent expressly provided otherwise in this Attachment, BHN may not maintain any unbundled network elements or combinations of unbundled network elements that are no longer offered pursuant to this Agreement (collectively “Arrangements”). In the event AT&T determines that BHN has in place any Arrangements after the Effective Date of this Agreement, AT&T will provide BHN with thirty (30) days written notice to disconnect or convert such Arrangements. If BHN fails to submit orders to disconnect or convert such Arrangements within such thirty (30) day period, AT&T will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 1.7 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T’s tariffs. The applicable recurring tariff charge shall apply to each circuit as of the Effective Date of this Agreement.
- 1.7 AT&T’s Master List of Unimpaired Wire Centers as Approved by State Commissions in its Region (Master List of Unimpaired Wire Centers), located on the AT&T Interconnection Services Web site, designates those wire centers that, in accordance with state Commission orders, met the FCC’s established criteria for non-impairment, as of March 11, 2005, where certain high capacity (DS1 and DS3) Loops and high capacity Dedicated Transport are no longer available as Network Elements. The Master List of Unimpaired Wire Centers shall be subject to modification and/or the addition of wire centers without amendment to this Agreement upon subsequent orders from state Commissions in the respective generic dockets establishing the wire centers that, as of March 11, 2005, were unimpaired. Notification of such modification, addition or deletion of wire centers shall be made via AT&T’s Carrier Notification Process on AT&T’s Interconnection Web site.
- 1.8 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or Dark Fiber or high capacity Loops, BHN shall undertake a reasonably diligent inquiry to determine whether BHN is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement. By submitting any such order, BHN self-certifies that to the best of BHN’s knowledge, the high capacity Dedicated Transport or Dark Fiber or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, AT&T shall process the request in reliance upon BHN’s self-certification.
- 1.8.1 To the extent AT&T believes that such request does not comply with the terms of this Agreement, AT&T shall seek dispute resolution in accordance with this Section. Notwithstanding anything to the contrary provided in this Agreement,



any dispute between the parties related to BHN's self certification and whether high capacity Dedicated Transport or Loops are available as Network Elements in a particular wire center shall be handled pursuant to the dispute resolution in accordance with the General Terms and Conditions of this Agreement. In the event such dispute is resolved in AT&T's favor, AT&T shall bill BHN the difference between the rates for such circuits pursuant to this Agreement and the applicable nonrecurring and recurring charges for the equivalent tariffed service from the date of installation to the date the circuit is transitioned to the equivalent tariffed service. Within thirty (30) days following a decision finding in AT&T's favor, BHN shall submit a spreadsheet identifying those non-compliant circuits to be transitioned to tariffed services or disconnected.

- 1.9 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services. Upon request, AT&T shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element, or Combination that is available to BHN under this Agreement or convert a Network Elements or Combination that is available to BHN under this Agreement to an equivalent wholesale services or group of wholesale services offered by AT&T (collectively "Conversion(s)"). Nonrecurring switch as-is-rates for Conversions to single Network Elements and Combinations are contained in Exhibits A and B of this Attachment. Any price change resulting from the Conversion(s) will be effective as of the next billing cycle following AT&T's receipt of a complete and accurate Conversion request from BHN. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between BHN and AT&T. Any change from a wholesale service to a Network Element/Combination or from a Network Element/Combination to a wholesale service/group of wholesale services that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. AT&T will not require physical rearrangements if the Conversion can be completed through record changes only. If BHN requests a Conversion, BHN must submit a spreadsheet for Conversions that would qualify as a project or a single Local Service Request (LSR) for Conversions that are not a project (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). Additional information and operational ordering processes for UNEs is contained in the "Guides" section of the AT&T Interconnection website [www.interconnection.BellSouth.com](http://www.interconnection.BellSouth.com), which is incorporated herein by reference.
- 1.10 BHN may utilize Network Elements Combinations and Other Services to provide services so long as such use does not violate industry standards and applicable AT&T Technical References set forth in this Attachment 2, which shall be the same as applies to AT&T and other CLECs on a nondiscriminatory basis.
- 1.11 AT&T will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for loops and Dedicated Transport

provided under this Attachment. If AT&T has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibits A and B of this Attachment, then AT&T shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such RNM were anticipated in the setting of such intervals. If AT&T has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibits A and B of this Attachment, then such request will be handled as a project on an individual case basis. AT&T will provide a price quote for the request and, upon receipt of payment from BHN, AT&T shall perform the RNM.

- 1.12 Notwithstanding any other provision of this Agreement, AT&T is not required to commingle or combine Network Elements or combinations of Network Elements with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.
- 1.13 Commingling of Services
- 1.13.1 AT&T shall provide commingling of services in accordance with 47 C.F.R. 51.309. Commingling means the connecting, attaching, or otherwise linking of an unbundled network element, or a combination of unbundled network elements, to one or more facilities or services that a requesting telecommunications carrier has obtained at wholesale from AT&T, or the combining of an unbundled network element, or a combination of unbundled network elements, with one or more such wholesale telecommunications services or facilities or services.
- 1.13.2 Subject to the limitations set forth elsewhere in this Attachment, AT&T shall not deny access to a Network Element or a combination of Network Elements on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from AT&T; or 2) shares part of AT&T's network with access services or inputs for non-qualifying services.
- 1.13.3 AT&T will not "ratchet" a commingled circuit. Unless otherwise agreed to by the Parties, the Network Element portion of such circuit or service will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with AT&T's tariffed rates.
- 1.13.4 When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same jurisdictional authorization (agreement or tariff) as the higher bandwidth circuit and the Central Office Channel Interfaces (COCI) will be billed from the same jurisdictional authorization (agreement or tariff) as the lower bandwidth circuit.

- 1.14 If BHN reports trouble on a UNE or Other Service, and no trouble actually exists on the AT&T portion, AT&T will charge BHN at the rates set forth in Exhibit A to this Attachment 2 for dispatching and testing (both inside and outside the Central Office (CO)) required by AT&T in order to confirm the working status. If BHN reports the same trouble on the same UNE or Other Service within thirty (30) calendar days of AT&T's notification to BHN of its disposition of the prior trouble, and AT&T is able to determine that such trouble exists on AT&T's network, BHN shall be credited on the next billing cycle for charges associated with the prior trouble.
- 1.15 Rates
- 1.15.1 The rates that BHN shall pay to AT&T for UNEs, Combinations and Other Services are set forth in Exhibit A and or B of this Attachment.
- 1.15.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6, Section 3.7 and are incorporated herein by this reference.
- 1.15.3 If BHN modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from AT&T, any costs incurred by AT&T to accommodate the modification will be paid by BHN in accordance with FCC No. 1 Tariff, Section 5.
- 1.15.4 Fractionalized billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

## **2 Unbundled Loops**

### **2.1 General**

- 2.1.1 AT&T will provide nondiscriminatory access to unbundled local loops in all locations required by 47 C.F.R. § 51.319(a). The local loop Network Element is defined as a transmission facility that AT&T provides pursuant to this Attachment between a distribution frame (or its equivalent) in AT&T's central office and the loop demarcation point at an End User premises (Loop). Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute local Loops. The Loop Network Element includes all features, functions, and capabilities of the transmission facilities, including the network interface device, and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers (DSLAMs)), optronics and intermediate devices (including repeaters and load coils) used to establish the transmission path to the End User's premises, including inside wire owned or

controlled by AT&T. BHN shall purchase the entire bandwidth of the Loop and, except as required herein or as otherwise agreed to by the Parties, AT&T shall not subdivide the frequency of the Loop.

- 2.1.1.1 The Loop does not include any packet switched features, functions or capabilities. Packet switching capability is the routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the loops; and the ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.
- 2.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than 500 feet from the End User's premises or, in the case of predominantly residential MDUs, not more than 500 feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than 500 feet from the respective End User's premises.
- 2.1.2.1 In new build (Greenfield) areas, where AT&T has only deployed FTTH facilities, or FTTC facilities, AT&T is not required to provide non discriminatory access to FTTH or FTTC loops on an unbundled basis including when AT&T deploys such loop to a residential location that previously has not been served by any loop facility.
- 2.1.2.2 In FTTH/FTTC overbuild situations where AT&T previously has served the end user premises with a loop facility, or where AT&T has deployed FTTH loop or FTTC loop parallel to or in replacement of an existing non-FTTH/FTTC loop, AT&T will make copper loops available to BHN on an unbundled basis, unless AT&T retires the non-FTTH/FTTC loop in compliance with the network disclosure requirements of section 251(c)(5) of the Act, sections 51.325 through 51.335 of the FCC's rules, as amended from time to time, and any applicable state requirements for the disconnection or retirement of LEC facilities. In all instances where AT&T provides access to a non-FTTH/FTTC loop to a 64 kbps voice grade channel, AT&T shall provide combined access to an unbundled transmission path

suitable for providing narrowband services to customers served by FTTH/FTTC loops.

- 2.1.2.3 Furthermore, in FTTH/FTTC overbuild areas where AT&T has not yet retired copper facilities, AT&T is not obligated to ensure that such copper loops in that area are capable of transmitting signals prior to receiving a request for access to such loops by a requesting customer. If a request is received by AT&T for a copper loop, and the copper facilities have not yet been retired, AT&T will restore the copper loop to serviceable condition if technically feasible. In these instances of loop orders in an FTTH/FTTC overbuild area, AT&T's standard loop provisioning interval will be negotiated, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval.
- 2.1.3 A hybrid loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. AT&T shall provide BHN with nondiscriminatory access to the time division multiplexing features, functions and capabilities of a hybrid loop, including DS1 and DS3 capacity under § 251 where impairment exists, on an unbundled basis to establish a complete transmission path between AT&T's central office and an end users premises. When BHN seeks access to a hybrid loop for the provision of broadband services, AT&T shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice or procedure that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions and capabilities of the hybrid Loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to this attachment. .
- 2.1.4 Transition for DS1 and DS3 Loops
- 2.1.4.1 For purposes of this Section 2.1.4, the Transition Period for the Embedded Base of DS1 and DS3 Loops and for the Excess DS1 and DS3 Loops (defined in 2.1.4.3) is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 2.1.4.2 For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for BHN as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 2.1.4.5.1 or 2.1.4.5.2. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 2.1.4.3 Excess DS1 and DS3 Loops are those BHN DS1 and DS3 Loops in service as of March 10, 2005, in excess of the caps set forth in Sections 2.1.4.12.6.2.1 and 2.1.4.12.6.2.2, respectively. Subsequent disconnects or loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 2.1.4.4 For purposes of this Section 2, a Business Line and a Fiber-Based Collocator are defined in 47 C.F.R. § 51.5.

- 2.1.4.5 For those wire centers identified pursuant to Section 2.1.4.6 AT&T shall make available DS1 and DS3 Loops as described in this Section 2.1.4, except as set forth in Section 2.1.4.12 below, for BHN's Embedded Base during the Transition Period in the following situations:
- 2.1.4.5.1 DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more Fiber-Based Collocators.
- 2.1.4.5.2 DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more Fiber-Based Collocators.
- 2.1.4.6 A list of AL wire centers that meet the criteria set forth in Sections 2.1.4.5.1 and 2.1.4.5.2 above as of March 10, 2005 (Master List of Unimpaired Wire Centers) is available on AT&T's Interconnection Services Web site at [http://interconnection.BellSouth.com/tools\\_forms\\_and\\_reports/index.html](http://interconnection.BellSouth.com/tools_forms_and_reports/index.html).
- 2.1.4.7 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for BHN's Embedded Base of DS1 and DS3 Loops and BHN's Excess DS1 and DS3 Loops described in this Section 2.1.4 shall be as set forth in Exhibit B.
- 2.1.4.8 The Transition Period shall apply only to (1) BHN's Embedded Base and (2) **BHN's** Excess DS1 and DS3 Loops. BHN shall not add new DS1 or DS3 loops as described in this Section 2.1.4 or as described in Section 2.1.4.12 below pursuant to this Agreement, except as set forth in Section 2.1.4.12 below.
- 2.1.4.9 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.1, no future DS1 Loop unbundling will be required in that wire center.
- 2.1.4.10 Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.5.2, no future DS3 Loop unbundling will be required in that wire center.
- 2.1.4.11 No later than December 9, 2005 BHN shall submit spreadsheet(s) identifying all of the Embedded Base of circuits and Excess DS1 and DS3 Loops to be either disconnected or converted to other AT&T services pursuant to Section 1.9. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base and Excess DS1 and DS3 Loops.
- 2.1.4.11.1 If BHN fails to submit the spreadsheet(s) specified in Section 2.1.4.11 above for all of its Embedded Base and Excess DS1 and DS3 Loops prior to December 9, 2005, AT&T will identify BHN's remaining Embedded Base and Excess DS1 and DS3 Loops, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 2.1.4.11.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

- 2.1.4.11.2 For Embedded Base circuits and Excess DS1 and DS3 Loops converted pursuant to Section 2.1.4.11 or transitioned pursuant to 2.1.4.11.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 2.1.4.12 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 2.1.4.12.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 2.1.4.5, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in a carrier notification letter (CNL). Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.
- 2.1.4.12.2 Effective thirty (30) calendar days after the date of a AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to unbundle DS1 and/or DS3 Loops, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 and 1.8.1 of this Attachment.
- 2.1.4.12.3 For purposes of Section 2.1.4.12, AT&T shall make available delisted DS1 and DS3 Loops that were in service for BHN in a wire center on the Subsequent Wire Center List as of the thirtieth (30) calendar day after the date of AT&T’s CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days after the thirtieth (30th) calendar day from the date of AT&T’s CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 2.1.4.12.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 2.1.4.12.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 2.1.4.12.6 No later than one hundred and eighty (180) calendar days from AT&T’s CNL identifying the Subsequent Wire Center List, BHN shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 2.1.4.12.6.1 If BHN fails to submit the spreadsheet(s) specified in Section 2.1.4.12.6 above for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of AT&T’s CNL identifying the Subsequent Wire Center List, AT&T will identify BHN’s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Attachment 2.

- 2.1.4.12.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 2.1.4.12.6 or transitioned pursuant to Section 2.1.4.12.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 2.1.4.12.6.2.1 Cap on unbundled DS1 Loops. BHN may obtain a maximum of ten unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops.
- 2.1.4.12.6.2.2 Cap on unbundled DS3 Loops. BHN may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops.
- 2.1.5 The provisioning of a Loop to BHN's collocation space will require cross office cabling and cross connections within the central office to connect the Loop to a local switch or to other transmission equipment. These cross connects are separate components that are not considered a part of the Loop, and thus, have a separate charge.
- 2.1.6 Where facilities are available, AT&T will install Loops in compliance with AT&T's Products and Services Interval Guide available at the website at <http://www.interconnection.BellSouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and the intervals will be set by the AT&T project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.
- 2.1.7 The Loop shall be provided to BHN in accordance with AT&T's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.
- 2.1.8 AT&T will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered.
- 2.1.9 When a AT&T technician is required to be dispatched to provision the Loop, AT&T will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, AT&T will tag the Loop on the next required visit to the End User's location. If BHN wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g. UVL-SL1, UVL-SL2, and UCL-ND), BHN may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment.



2.1.9.1.1 In the event AT&T must dispatch to the End User's location more than once due to incorrect or incomplete information provided by BHN (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill BHN for each additional dispatch required to provision the circuit due to the incorrect/incomplete information provided. AT&T will assess the applicable Trouble Determination rates from AT&T's FCC or state tariffs.

#### 2.1.4 Loop Testing/Trouble Reporting

2.1.4.1 BHN will be responsible for testing and isolating troubles on the Loops. BHN must test and isolate trouble to the AT&T portion of a designed/non-designed unbundled Loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from AT&T at the time of the trouble report, BHN will be required to provide the results of the BHN test which indicate a problem on the AT&T provided Loop.

2.1.4.2 Once BHN has isolated a trouble to the AT&T provided Loop, and had issued a trouble report to AT&T on the Loop, AT&T will take the actions necessary to repair the Loop if a trouble actually exists. AT&T will repair these Loops in the same time frames that AT&T repairs similarly situated Loops to its End Users.

2.1.4.3 If BHN reports a trouble on a non-designed or designed Loop and no trouble actually exists, AT&T will charge BHN for any dispatching and testing (both inside and outside the CO) required by AT&T in order to confirm the Loop's working status. AT&T will assess the applicable Maintenance of Service rates from AT&T's FCC#1 tariff Section 13.3.1 (E).

2.1.4.4 In the event AT&T must dispatch to the End User's location more than once due to incorrect or incomplete information provided by BHN (e.g., incomplete address, incorrect contact name/number, etc.), AT&T will bill BHN for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided. AT&T will assess the applicable Trouble Determination rates from AT&T's FCC or state tariffs.

#### 2.1.5 Order Coordination and Order Coordination-Time Specific

2.1.5.1 "Order Coordination" (OC) allows AT&T and BHN to coordinate the installation of the SL2 Loops, Unbundled Digital Loops (UDL) and other Loops where OC may be purchased as an option, to BHN's facilities to limit End User service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at AT&T's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.1.5.2 “Order Coordination – Time Specific” (OC-TS) allows BHN to order a specific time for OC to take place. AT&T will make every effort to accommodate BHN’s specific conversion time request. However, AT&T reserves the right to negotiate with BHN a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all Loops except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. BHN may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If BHN specifies a time outside this window, or selects a time or quantity of Loops that requires AT&T technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

## 2.2 Ordering Guidelines and Processes

2.2.1 For information regarding Ordering Guidelines and Processes for various UNEs, BHN should refer to the “Guides” section of the AT&T Interconnection website, which is incorporated herein by reference, as amended from time to time. The website address is: <http://www.interconnection.BellSouth.com/>.

2.2.2 Additional information may also be found in the individual CLEC Information Packages, as amended from time to time and which are incorporated herein by reference, located at the “CLEC UNE Products” website at the following address: <http://www.interconnection.BellSouth.com/guides/html/unes.html>

## 2.3 Loop Provisioning Involving Integrated Digital Loop Carriers

2.3.1 Where BHN has requested an Unbundled Loop and AT&T uses IDLC systems to provide the local service to the End User and AT&T has a suitable alternate facility available, AT&T will make such alternative facilities available to BHN. If a suitable alternative facility is not available, then to the extent it is technically feasible, AT&T will implement one of the following alternative arrangements for BHN (e.g. hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.3.2 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases.

2.3.3 If no alternate facility is available, and upon request from BHN, and if agreed to by both Parties, AT&T may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. BHN will then have the option of paying the one-time SC rates to place the Loop.

## 2.4 Network Interface Device

2.4.1 The NID is defined as any means of interconnection of the End User's premises wiring to AT&T's distribution plant, such as a cross connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple line termination device required to terminate a single line or circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the End User's premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the End User each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted pair cable.

2.4.2 AT&T shall permit BHN to connect BHN's Loop facilities to the End User's premises wiring through the AT&T NID or at any other technically feasible point.

### 2.4.3 Access to NID

2.4.3.1 BHN may access the End User's premises wiring by any of the following means and BHN shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.4.3.1.1 In Georgia, Kentucky and Florida, AT&T shall allow BHN to connect its Loops directly to AT&T's multi-line residential NID enclosures that have spare terminations available or, in those states where the Commission has so ordered, BHN can connect to terminations that currently have loops attached to them but that are not currently used by AT&T or any other telecommunications carriers to provide service to the premises.

2.4.3.1.2 Where an adequate length of the End User's premises wiring is present and environmental conditions permit, either Party may remove the customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID, provided that it has received the appropriate consent from the End User and has provided reasonable advanced notice to the other party.

2.4.3.1.3 Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connect divisioned or spliced jumper

wire from the customer premises wiring through a suitable “punch-out” hole of such NID enclosures; or

- 2.4.3.1.4 BHN may request AT&T to make other rearrangements to the End User premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.4.3.2 In no case shall either Party remove or disconnect the other Party’s Loop facilities from either Party’s NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting Loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It will be BHN’s responsibility to ensure there is no safety hazard, and BHN will hold AT&T harmless for any liability associated with the removal of the AT&T Loop from the AT&T NID. Furthermore, it shall be the responsibility of the disconnecting Party, once the other Party’s Loop has been disconnected from the NID, to reconnect the disconnected Loop to a nationally recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If no spare station protector exists in the NID, the disconnected Loop must be appropriately cleared, capped and stored.
- 2.4.3.3 BHN shall not remove or disconnect ground wires from AT&T’s NIDs, enclosures, or protectors.
- 2.4.3.4 BHN shall not remove or disconnect NID modules, protectors, or terminals from AT&T’s NID enclosures.
- 2.4.3.5 Due to the wide variety of NID enclosures and outside plant environments, AT&T will work with BHN to develop specific procedures to establish the most effective means of implementing this section if the procedures set forth herein do not apply to the NID in question.
- 2.4.4 Technical Requirements
- 2.4.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.4.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User’s premises and the distribution media and/or cross connect to BHN’s NID.
- 2.4.4.3 Existing AT&T NIDs will be provided in working condition. Where such NID is not functioning properly, and to the extent it is technically feasible, AT&T shall repair the NID at AT&T’s expense. BHN may request AT&T to do additional work to the NID including relocating the NID and extending associated distribution plant and inside wiring/UNTW, as appropriate, to that new location,

on a time and material basis, except where AT&T does not charge its retail customers to perform the same functions. When BHN deploys its own local loops in a multiple-line termination device, BHN shall specify the quantity of NID connections that it requires within such device.

2.4.4.4 The NID shall be equal or better than normal requirements for NIDs set forth in applicable industry standard technical requirements.

## 2.5 Sub-loop Elements

2.5.1 Where facilities permit, AT&T shall offer access to its Unbundled Sub-Loop (USL) elements as specified herein.

### 2.5.2 Unbundled Sub-Loop Distribution

2.5.2.1 The Unbundled Sub-Loop Distribution facility is a dedicated transmission facility that AT&T provides from an End User's point of demarcation to a AT&T cross-connect device. The AT&T cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. AT&T will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-Loop Distribution – Voice Grade  
Unbundled Copper Sub-Loop  
Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.5.2.2 Unbundled Sub-Loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.5.2.3 Unbundled Copper Sub-Loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.5.2.3.1 If BHN requests a UCSL and it is not available, BHN may request the copper Sub-Loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

2.5.2.4 Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by AT&T inside a building or between buildings on the same property that is not separated by a public street or road. USLD-INC includes the facility from the cross connect device in the building

equipment room up to and including the point of demarcation at the End User's premises.

- 2.5.2.4.1 Upon request for USLD-INC from BHN, AT&T will install a cross connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. AT&T will place cross-connect blocks in 25-pair increments for BHN's use on this cross-connect panel. BHN will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.5.2.5 For access to Voice Grade USLD and UCSL, BHN shall install a cable to the AT&T cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a AT&T technician within the AT&T cross-box during the set-up process. BHN's cable pairs can then be connected to AT&T's USL within the AT&T cross-box by the AT&T technician.
- 2.5.2.6 Through the SI process, AT&T will determine whether access to Unbundled Sub-Loops at the location requested by BHN is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet BHN's request, then AT&T will perform the site set-up as described in the CLEC Information Package, located at the website address:  
<http://www.interconnection.BellSouth.com/products/html/unes.html>.
- 2.5.2.7 The site set-up must be completed before BHN can order sub-loop pairs. For the site set-up in a AT&T cross-connect box in the field, AT&T will perform the necessary work to splice BHN's cable into the cross-connect box. For the site set-up inside a building equipment room, AT&T will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.
- 2.5.2.8 Once the site set-up is complete, BHN will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when BHN requests reuse of an existing facility, and the Order Coordination charge shall be billed in addition to the USL pair rate. For expedite requests by BHN for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.
- 2.5.2.9 Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.5.3 Unbundled Network Terminating Wire (UNTW)
- 2.5.3.1 UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an

individual End User's point of demarcation. It is the final portion of the Loop that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.

- 2.5.3.2 This element will be provided in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where either Party owns wiring all the way to the End User's premises. Neither Party will not provide this element in locations where the property owner provides its own wiring to the End User's premises, where a third party owns the wiring to the End User's premises.
- 2.5.3.3 Requirements
- 2.5.3.3.1 On a multi-unit premises, upon request of the other Party (Requesting Party), the Party owning the network terminating wire (Provisioning Party) will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.
- 2.5.3.3.2 The Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.
- 2.5.3.3.3 In situations in which AT&T activates a UNTW pair, AT&T will compensate BHN for each pair activated commensurate to the price specified in BHN's Agreement.
- 2.5.3.3.4 Upon receipt of the UNTW SI requesting access to the Provisioning Party's UNTW pairs at a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for installation and location of the Access Terminals. By request of the Requesting Party, an Access Terminal will be installed either adjacent to each of the Provisioning Party's Garden Terminal or inside each Wiring Closet. The Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. The Requesting Party may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to the Requesting Party. Prior to connecting the Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring that the End User is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.
- 2.5.3.3.5 Access Terminal installation intervals will be established on an individual case basis.
- 2.5.3.3.6 The Requesting Party is responsible for obtaining the property owner's permission for the Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as

certification by the Requesting Party that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or subsequent to completion and demands removal of Access Terminals, the Requesting Party will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.

- 2.5.3.3.7 The Requesting Party shall indemnify and hold harmless the Provisioning Party against any claims of any kind that may arise out of the Requesting Party's failure to obtain the property owner's permission.
- 2.5.3.3.7.1 The Requesting Party will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). The Requesting Party will notify the Provisioning Party within five (5) business days of activating UNTW pairs using the LSR form.
- 2.5.3.3.8 If a trouble exists on a UNTW pair, the Requesting Party may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, the Requesting Party will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, the Requesting Party will isolate and report troubles in the manner specified by the Provisioning Party. The Requesting Party must tag the UNTW pair that requires repair. If the Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, the Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).
- 2.5.3.3.9 If the Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least five (5) pairs of the capacity of the Access Terminal installed pursuant to the Requesting Party's request for an Access Terminal within six (6) months of installation of the Access Terminal, the Provisioning Party will bill the Requesting Party a nonrecurring charge equal to the actual cost of provisioning the Access Terminal.
- 2.5.3.3.10 If the Provisioning Party determines that the Requesting Party is using the UNTW pairs without reporting the activation of the pairs, the Requesting Party will be billed for the use of that pair back to the date the End User began receiving service from the Requesting Party at that location. Upon request, the Requesting Party will provide copies of its billing record to substantiate such date. If the Requesting Party fails to provide such records, then the Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

## 2.6 Loop Makeup

### 2.6.1 Description of Service



- 2.6.1.1 AT&T shall make available to BHN LMU information so that BHN can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment BHN intends to install and the services BHN wishes to provide. This section addresses LMU as a preordering transaction, distinct from BHN ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries for preordering LMU are likewise unique from other preordering functions with associated SIs as described in this Agreement.
- 2.6.1.2 AT&T will provide BHN LMU information consisting of the composition of the Loop material (copper/fiber); the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder/distribution interfaces, bridged taps, load coils, pair-gain devices; the Loop length; the wire gauge and electrical parameters.
- 2.6.1.3 AT&T's LMU information is provided to BHN as it exists either in AT&T's databases or in its hard copy facility records. AT&T does not guarantee accuracy or reliability of the LMU information provided.
- 2.6.1.4 AT&T's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either AT&T or the requesting CLEC controlling the Loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility used or controlled by another CLEC unless AT&T receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.
- 2.6.1.5 BHN may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular AT&T Loop as long as that equipment does not disrupt other services on the AT&T network. The determination shall be made solely by BHN and AT&T shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the Loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee BHN's ability to provide advanced data services over the ordered Loop type. Further, if BHN orders Loops that do not require a specific facility medium (i.e. copper only) or Loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible Loops) and that are not inventoried as advanced services Loops, the LMU information for such Loops is subject to change at any time due to modifications and/or upgrades to AT&T's network. BHN is fully responsible for any of its service configurations that may differ from AT&T's technical standard for the Loop type ordered.

2.6.2 Submitting Loop Makeup Service Inquiries

- 2.6.2.1 BHN may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through AT&T's OSS interfaces. After obtaining the Loop information from the mechanized LMU process, if BHN needs further Loop information in order to determine Loop service capability, BHN may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.
- 2.6.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package, incorporated herein by reference, as it may be amended from time to time, which can be found at the following AT&T website: <http://interconnection.BellSouth.com/guides/html/unes.html> . The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.
- 2.6.2.3 Loop Reservations
- 2.6.2.3.1 For a Mechanized LMUSI, BHN may reserve up to ten (10) Loop facilities. For a Manual LMUSI, BHN may reserve up to three (3) Loop facilities.
- 2.6.2.3.2 BHN may reserve facilities for up to four (4) business days for each facility requested through LMU from the time the LMU information is returned to BHN. During and prior to BHN placing an LSR, the reserved facilities are rendered unavailable to other customers, including AT&T. If BHN does not submit an LSR for a UNE service on a reserved facility within the four (4)-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.
- 2.6.2.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from AT&T.
- 2.6.2.3.4 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by AT&T. BHN will not be billed any additional LMU charges for the Loop ordered on such LSR. If, however, BHN does not reserve facilities upon an initial LMUSI, BHN's placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2.6.2.3.5 Where BHN has reserved multiple Loop facilities on a single reservation, BHN may not specify which facility shall be provisioned when submitting the LSR. For those occasions, AT&T will assign to BHN, subject to availability, a facility that meets the AT&T technical standards of the AT&T type Loop as ordered by BHN.
- 2.6.3 Dark Fiber Loop. Dark Fiber Loop is a Loop as defined in 2.1.1 within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

3.0 **Unbundled Network Element Combinations**

3.1 For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by BHN are in fact already combined by AT&T in the AT&T network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by BHN are not already combined by AT&T in the location requested by BHN but are elements that are typically combined in AT&T’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by BHN are not elements that AT&T combines for its use in its network.

3.1.1 Except as otherwise set forth in this Agreement, upon request, AT&T shall perform the functions necessary to combine Network Elements that AT&T is required to provide under section 251(c)(3) of the Act and the FCC’s rules, in any manner, even if those elements are not ordinarily combined in AT&T’s network, provided that such Combination is technically feasible and will not undermine the ability of other carriers to obtain access to Network Elements or to interconnect with AT&T’s network.

3.1.2 To the extent BHN requests a Combination for which AT&T does not have methods and procedures in place to provide such Combination, rates and/or methods or procedures for such Combination will be developed pursuant to the BFR process.

3.2 **Rates**

3.2.1 The rates for the Currently Combined Network Elements specifically set forth in Exhibit A shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibit A, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B in addition to the applicable nonrecurring switch-as-is charge set forth in Exhibit A.

3.2.2 The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A shall be the nonrecurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibit A, the rate for such Ordinarily Combined Combination shall be the sum of the recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit B and nonrecurring rates for those individual Network Elements as set forth in Exhibit A.

3.2.3 The rates for Not Typically Combined Combinations shall be developed pursuant to the BFR process upon request of BHN.

3.4 Enhanced Extended Links (EELs)

3.4.1 EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. In accordance with 251 (c)(3) of the Act and the FCC Rules, AT&T shall provide, and BHN must meet the eligibility criteria set forth below in order to obtain a high capacity EELs on an unbundled basis.

3.4.2 High-capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

3.4.3 By placing an order for a high-capacity EEL, BHN thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high-capacity EEL, a new high-capacity EEL, or part of a high-capacity commingled EEL as a UNE. AT&T shall have the right to audit BHN's high-capacity EELs as specified below.

3.4.4 Service Eligibility Criteria

3.4.4.1 High capacity EELs must comply with the following service eligibility requirements. BHN must certify for each high-capacity EEL that all of the following service eligibility criteria are met:

3.4.4.1.1 BHN has received state certification to provide local voice service in the area being served;

3.4.4.2 For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1-equivalent circuit on a DS3 EEL:

3.4.4.2.1 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;

3.4.4.2.2 2) Each DS1-equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty-eight (28) local voice numbers assigned to it;

3.4.4.2.3 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;

3.4.4.2.4 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(c);

- 3.4.4.2.5 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which BHN will transmit the calling party's number in connection with calls exchanged over the trunk;
- 3.4.4.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, BHN will have at least one (1) active DS1 local service interconnection trunk over which BHN will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 3.4.4.2.7 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic.
- 3.4.4.3 AT&T may, on an annual basis, audit BHN's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that BHN failed to comply with the service eligibility criteria, BHN must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis. In the event the auditor's report concludes that BHN did not comply in any material respect with the service eligibility criteria, BHN shall reimburse AT&T for the cost of the independent auditor. To the extent the auditor's report concludes that BHN did comply in all material respects with the service eligibility criteria, AT&T will reimburse BHN for its reasonable and demonstrable costs associated with the audit. BHN will maintain appropriate documentation to support its certifications.
- 3.4.4.4 In the event BHN converts special access services to UNEs, BHN shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

#### 4.0 **Dedicated Transport and Dark Fiber Transport**

- 4.1 Dedicated Transport. AT&T will provide non-discriminatory access to unbundled interoffice transport between all wire centers identified in 47 C.F.R. 51.319. Dedicated Transport is defined as AT&T's transmission facilities between wire centers or switches owned by AT&T or between wire centers or switches owned by AT&T and switches owned by BHN. Including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to BHN. AT&T shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement. In addition, except as set forth in Section 4.2 below, AT&T shall not be required to provide to BHN unbundled access to Dedicated Transport that does not connect a pair of wire centers or switches owned by AT&T ("Entrance Facilities"). Nothing in this Attachment 2

shall limit BHN's ability to access interconnection facilities pursuant to Attachment 3 of this Agreement.

- 4.2 Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities
- 4.2.1 For purposes of this Section 4.2, the Transition Period for the Embedded Base of DS1 and DS3 Dedicated Transport Embedded Base Entrance Facilities and for Excess DS1 and DS3 Entrance Facilities is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.
- 4.2.2 For purposes of this Section 4.2, Embedded Base means DS1 and DS3 Dedicated Transport including DS1 and DS3 Entrance Facilities that were in service for BHN as of March 10, 2005 in those wire centers that, as of such date, met the criteria set forth in 4.2.6.1 or 4.2.6.4. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 4.2.3 For purposes of this Section 4.2, Embedded Base Entrance Facilities means Entrance Facilities that were in service for BHN as of March 10, 2005. Subsequent disconnects or loss of customers shall be removed from the Embedded Base.
- 4.2.4 For purposes of this Section 4.2, Excess DS1 and DS3 Dedicated Transport means those BHN DS1 and DS3 Dedicated Transport facilities in service as of March 10, 2005, in excess of the caps set forth in Section 4.6. Subsequent disconnects and loss of End Users shall be removed from Excess DS1 and DS3 Loops.
- 4.2.5 For purposes of this Section 4.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 4.2.5.1 For purposes of this Section 4, a Fiber-Based Collocator is defined in 47 C.F.R. § 51.5.
- 4.2.6 For those wire centers identified pursuant to Section 4.2.6.1 and 4.2.6.4, AT&T shall make available Dedicated Transport as defined in this Section 4.2. Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dedicated Transport as described in this Section 4.2, for BHN's Embedded Base during the Transition Period in the following situations:
- 4.2.6.1 DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 Business Lines or four (4) or more Fiber-Based Collocators, Tier 1.
- 4.2.6.2 A list of AL wire centers that meet the criteria set forth in Section 4.2.6.1 or 4.2.6.4 above as of March 10, 2005 (Master List of Unimpaired Wire Centers), is available on AT&T's Interconnection Services Web site at [http://interconnection.BellSouth.com/tools\\_forms\\_and\\_reports/index.html](http://interconnection.BellSouth.com/tools_forms_and_reports/index.html).

- 4.2.6.3 Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Entrance Facilities only for BHN's Embedded Base Entrance Facilities and only during the Transition Period.
- 4.2.6.4 DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators, Tier 2.
- 4.2.6.5 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for BHN's Embedded Base of DS1 and DS3 Dedicated Transport and for BHN's Excess DS1 and DS3 Dedicated Transport, as described in this Section 4.2 shall be as set forth in Exhibit B and the rates for BHN's Embedded Base of DS1 and DS3 Entrance Facilities as described in this Section 4.2 shall be as set forth in Exhibit A.
- 4.2.6.6 The Transition Period shall apply only to (1) BHN's Embedded Base and Embedded Base Entrance Facilities; and (2) BHN's Excess DS1 and DS3 Dedicated Transport. BHN shall not add new Entrance Facilities pursuant to this Agreement. Further, BHN shall not add new DS1 or DS3 Dedicated Transport as described in this Section 4.2 pursuant to this Agreement, except as set forth in Section 1.8 of this Attachment and as set forth in Section 4.2.6.10 below.
- 4.2.6.7 Once a wire center exceeds either of the thresholds set forth in this Section 4.2.6.1 or 4.2.6.4, no future DS1 Dedicated Transport unbundling will be required in that wire center.
- 4.2.6.8 Once a wire center exceeds either of the thresholds set forth in Section 4.2.6.1 or 4.2.6.4, no future DS3 Dedicated Transport will be required in that wire center.
- 4.2.6.9 No later than December 9, 2005 BHN shall submit spreadsheet(s) identifying all of the Embedded Base of circuits, Embedded Base Entrance Facilities, and Excess DS1 and DS3 Dedicated Transport to be either disconnected or converted to other AT&T services pursuant to Section 1.9. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport.
- 4.2.6.9.1 If BHN fails to submit the spreadsheet(s) specified in Section 4.2.6.9 above for all of its Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport prior to December 9, 2005, AT&T will identify BHN's remaining Embedded Base, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 4.2.6.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.

- 4.2.6.9.2 For Embedded Base circuits, Embedded Base Entrance Facilities and Excess DS1 and DS3 Dedicated Transport converted pursuant to Section 4.2.6.9 or transitioned pursuant to 4.2.6.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or March 11, 2006.
- 4.2.6.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 4.2.6.10.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 4.2.6.1 or 4.2.6.4, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in CNL. Each such list of additional wire centers shall be considered a Subsequent Wire Center List.
- 4.2.6.10.2 Effective thirty (30) calendar days after the date of a AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide DS1 and DS3 Dedicated Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 of this Attachment.
- 4.2.6.10.3 For purposes of Section 4.2.6.10, AT&T shall make available de-listed DS1 and DS3 Dedicated Transport that was in service for BHN in a wire center on the Subsequent Wire Center List as of the thirtieth (30<sup>th</sup>) calendar day after the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) calendar days days after the thirtieth (30<sup>th</sup>) calendar day from the date of AT&T's CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 4.2.6.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 4.2.6.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 4.2.6.10.6 No later than one hundred and eighty (180) calendar days from AT&T's CNL identifying the Subsequent Wire Center List BHN shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 4.2.6.10.6.1 If BHN fails to submit the spreadsheet(s) specified in Section 4.2.6.10.6 above for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of AT&T's CNL identifying the Subsequent Wire Center List, AT&T will identify BHN's remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits



identified and transitioned by AT&T shall be subject to the applicable switch-as-is rates set forth in Exhibit A to Attachment 2.

- 4.2.6.10.7 For Subsequent Embedded Base circuits converted pursuant to Section 4.2.6.10.6 or transitioned pursuant to Section 4.2.6.10.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.
- 4.3 AT&T shall:
  - 4.3.1 Provide BHN exclusive use of Dedicated Transport to a particular customer or carrier;
  - 4.3.2 Provide all technically feasible features, functions, and capabilities of Dedicated Transport as outlined within the technical requirements of this section;
  - 4.3.3 Permit, to the extent technically feasible, BHN to connect Dedicated Transport to equipment designated by BHN, including but not limited to, BHN's collocated facilities; and
  - 4.3.4 Permit, to the extent technically feasible, BHN to obtain the functionality provided by AT&T's digital cross-connect systems.
- 4.4 AT&T shall offer Dedicated Transport:
  - 4.4.1 As capacity on a shared facility; and
  - 4.4.2 As a circuit (i.e., DS0, DS1, DS3, STS-1) dedicated to BHN.
- 4.5 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.
- 4.6 BHN may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of AT&T's wire centers or switches and another of AT&T's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any.
- 4.7 Technical Requirements

- 4.7.1 AT&T shall offer DS0 equivalent interface transmission rates for DS0 or voice grade Dedicated Transport. For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.
- 4.7.2 AT&T shall offer the following interface transmission rates for Dedicated Transport:
- 4.7.2.1 DS0 Equivalent;
- 4.7.2.2 DS1;
- 4.7.2.3 DS3; and
- 4.7.2.4 SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 4.7.2.5 AT&T shall design Dedicated Transport according to its network infrastructure. BHN shall specify the termination points for Dedicated Transport.
- 4.7.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references and AT&T Technical References;
- 4.7.4 Telcordia TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.
- 4.7.4.1 AT&T's TR73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.
- 4.7.4.2 AT&T's TR73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.
- 4.8 Unbundled Channelization (Multiplexing)
- 4.8.1 To the extent BHN is purchasing DS1 or DS3 or STS-1 Dedicated Transport pursuant to this Agreement, Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) Network Elements to be multiplexed or channelized at a AT&T central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of AT&T. Once UC has been installed, BHN may request channel activation on a channelized facility and AT&T shall connect the requested facilities via COCIs.

The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4.

4.8.2 AT&T shall make available the following channelization systems and interfaces:

4.8.2.1 DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following COCI are available: Voice Grade, Digital Data and ISDN.

4.8.2.2 DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

4.8.2.3 STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.

4.8.3 Technical Requirements. In order to assure proper operation with AT&T provided central office multiplexing functionality, BHN's channelization equipment must adhere strictly to form and protocol standards. BHN must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub rate digital access.

4.9 Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 4.9.2 below, AT&T shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

4.9.1 Dark Fiber Loop. Dark Fiber Loop is a Loop as defined in 2.1.1 within an existing fiber optic cable that has not yet been activated through optronics to render it capable of carrying communications services.

Transition for Dark Fiber Loop

4.9.1.1 For purposes of this Section 4.9.1, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

4.9.1.2 For purposes of this Section 4.9.1, Embedded Base means Dark Fiber Loops that were in service for BHN as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

4.9.1.3 During the Transition Period only, AT&T shall make available for the Embedded Base Dark Fiber Loops for BHN at the terms and conditions set forth in this Attachment.

- 4.9.1.4 Notwithstanding the Effective Date of this Agreement, the rates for BHN's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.
- 4.9.1.5 The Transition Period shall apply only to BHN's Embedded Base and BHN shall not add new Dark Fiber Loops pursuant to this Agreement.
- 4.9.1.6 Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement and any remaining Embedded Base will be disconnected.
- 4.9.1.7 No later than June 10, 2006 BHN shall submit spreadsheet(s) identifying all of the Embedded Base of circuits to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 1.9. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 4.9.1.7.1 If BHN fails to submit the spreadsheet(s) specified in Section 4.9.1.7 above for all of its Embedded Base prior to June 10, 2006, AT&T will identify BHN's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 4.9.1.7.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.
- 4.9.1.8 For Embedded Base circuits converted pursuant to Section 4.9.1.7 or transitioned pursuant to 4.9.1.7.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.
- 4.9.2 Transition for Dark Fiber Transport
- 4.9.2.1 For purposes of this Section 4.9.2, the Transition Period for Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.
- 4.9.2.2 For purposes of this Section 4.9.2, Embedded Base means Dark Fiber Transport that was in service for BHN as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.
- 4.9.2.3 For purposes of this Section 4.9.2, a Business Line is as defined in 47 C.F.R. § 51.5.
- 4.9.2.4 AT&T shall make available Dark Fiber Transport as defined in this Section 4.9.2. Notwithstanding anything to the contrary in this Agreement, AT&T shall make available Dark Fiber Transport as described in this Section 4.9.2 only for BHN's Embedded Base during the Transition Period:

- 4.9.2.4.1 Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more Fiber-Based Collocators, Tier 1 or Tier 2.
- 4.9.2.5 A list of AL wire centers that meet the criteria set forth in Section 4.9.2.4.1 above as of March 10, 2005, (“Master List of Unimpaired Wire Centers”) is available on AT&T's Interconnection Services Web site at [http://interconnection.BellSouth.com/tools\\_forms\\_and\\_reports/index.html](http://interconnection.BellSouth.com/tools_forms_and_reports/index.html).
- 4.9.2.6 Notwithstanding the Effective Date of this Agreement, during the Transition Period, the rates for BHN’s Embedded Base of Dark Fiber Transport as described in Section 4.9.2.4.1 shall be as set forth in Exhibit B and the rates for BHN’s Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 4.9.2 shall be as set forth in Exhibit A.
- 4.9.2.7 The Transition Period shall apply only to BHN’s Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities and BHN shall not add new Dark Fiber Transport as described in this Section 4.9.2 except as set forth in Section 4.9.2.10 below. Further, BHN shall not add new Dark Fiber Entrance Facilities pursuant to this Agreement.
- 4.9.2.8 Once a wire center exceeds either of the thresholds set forth in this Section 4.9.2.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.
- 4.9.2.9 No later than June 10, 2006 BHN shall submit spreadsheet(s) identifying all of the Embedded Base of Dark Fiber Transport and Dark Fiber Entrance Facilities to be either disconnected or converted to other AT&T services as Conversions pursuant to Section 1.9. The Parties shall negotiate a project schedule for the Conversion of the Embedded Base.
- 4.9.2.9.1 If BHN fails to submit the spreadsheet(s) specified in Section 4.9.2.9 above for all of its Embedded Base prior to June 10, 2006, AT&T will identify BHN's remaining Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T pursuant to this Section 4.9.2.9.1 shall be subject to all applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T's tariffs.
- 4.9.2.9.2 For Embedded Base circuits converted pursuant to Section 4.9.2.9 or transitioned pursuant to 4.9.2.9.1, the applicable recurring tariff charge shall apply to each circuit as of the earlier of the date each circuit is converted or transitioned, as applicable, or September 11, 2006.

- 4.9.2.10 Modifications and Updates to the Wire Center List and Subsequent Transition Periods
- 4.9.2.10.1 In the event AT&T identifies additional wire centers that meet the criteria set forth in Section 4.9.2.4.1, but that were not included in the Initial Wire Center List, AT&T shall include such additional wire centers in a CNL. Each such list of additional wire centers shall be considered a “Subsequent Wire Center List”.
- 4.9.2.10.2 Effective thirty (30) calendar days after the date of a AT&T CNL providing a Subsequent Wire Center List, AT&T shall not be required to provide unbundled access to Dark Fiber Transport, as applicable, in such additional wire center(s), except pursuant to the self-certification process as set forth in Section 1.8 and 1.8.1 of this Attachment.
- 4.9.2.10.3 For purposes of Section 4.9.2.10, AT&T shall make available de-listed DS1 and DS3 Dedicated Transport that was in service for BHN in a wire center on the Subsequent Wire Center List as of the thirtieth calendar day after the date of AT&T’s CNL identifying the Subsequent Wire Center List (Subsequent Embedded Base) until one hundred and eighty (180) days after the thirtieth (30) calendar day from the date of AT&T’s CNL identifying the Subsequent Wire Center List (Subsequent Transition Period).
- 4.9.2.10.4 Subsequent disconnects or loss of End Users shall be removed from the Subsequent Embedded Base.
- 4.9.2.10.5 The rates set forth in Exhibit B shall apply to the Subsequent Embedded Base during the Subsequent Transition Period.
- 4.9.2.10.6 No later than one hundred and eighty (180) days from AT&T’s CNL identifying the Subsequent Wire Center List BHN shall submit a spreadsheet(s) identifying the Subsequent Embedded Base of circuits to be disconnected or converted to other AT&T services. The Parties shall negotiate a project schedule for the Conversion of the Subsequent Embedded Base.
- 4.9.2.10.6.1 If BHN fails to submit the spreadsheet(s) specified in Section 4.9.2.10.6 above for all of its Subsequent Embedded Base by one hundred and eighty (180) calendar days after the date of AT&T’s CNL identifying the Subsequent Wire Center List, AT&T will identify BHN’s remaining Subsequent Embedded Base, if any, and will transition such circuits to the equivalent tariffed AT&T service(s). Those circuits identified and transitioned by AT&T shall be subject to the applicable disconnect charges as set forth in this Agreement and the full nonrecurring charges for installation of the equivalent tariffed AT&T service as set forth in AT&T’s tariffs.
- 4.9.2.10.6.2 For Subsequent Embedded Base circuits converted pursuant to Section 4.9.2.10.6 or transitioned pursuant to Section 4.9.2.10.6.1, the applicable recurring tariff charges shall apply as of the earlier of the date each circuit is converted or

transitioned, as applicable, or the first day after the end of the Subsequent Transition Period.

4.10 Rearrangements

4.10.1 A request to move a working BHN CFA to another BHN CFA, where both CFAs terminate in the same AT&T Central Office (“Change in CFA”), shall not constitute the establishment of new service. The applicable rates set forth in Exhibit A.

4.10.2 Requests to re-terminate one end of a facility that is not a Change in CFA constitute the establishment of new service and require disconnection of existing service and the applicable rates set forth in Exhibit A shall apply.

4.10.3 Upon request of BHN, AT&T shall project manage the Change in CFA or re-termination of a facility as described in Sections 6.10.1 and 6.10.2 above and BHN may request OC-TS for such orders.

4.10.4 AT&T shall accept a Letter of Authorization (LOA) between BHN and another carrier that will allow BHN to connect a facility, or Combination that includes Dedicated Transport to the other carrier’s collocation space or to another carrier’s CFA associated with higher bandwidth transport.

**5 Operational Support Systems**

5.1 AT&T has developed and made available electronic interfaces by which BHN may submit LSRs electronically.

5.2 LSRs submitted by means of one of these electronic interfaces will incur an OSS electronic ordering charge. 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. All OSS charges are specified in Exhibit A of this Attachment.

5.3 Denial/Restoral OSS Charge

5.4 In the event BHN 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.

5.5 Cancellation OSS Charge

5.6 BHN will incur an OSS charge for an accepted LSR that is later canceled.

5.7 Supplements or clarifications to a previously billed LSR will not incur another OSS charge.

5.8 Network Elements and Other Services Manual Additive

5.9 The Commissions in some states have ordered per element manual additive nonrecurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per element charges are listed in Exhibit A.

**6 Call Related Databases**

6.1 911 and E911 Databases. AT&T shall provide BHN with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR § 51.319 (f).

6.2 Automatic Location Identification/Data Management Systems (ALI/DMS). The ALI/DMS Database contains End User information (including name, address, telephone information, and sometimes special information from the local service provider or End User) used to determine to which PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. BHN will be required to provide AT&T daily updates to E911 database. BHN shall also be responsible for providing AT&T with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to its End Users.

6.3 Technical Requirements. AT&T shall provide BHN the capability of providing updates to the ALI/DMS database. AT&T shall provide error reports from the ALI/DMS database to BHN after BHN provides End User information for input into the ALI/DMS database.

6.4 BHN shall conform to the AT&T standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the AT&T Interconnection Web site at <http://www.interconnection.BellSouth.com/guides>.



UNBUNDLED NETWORK ELEMENTS - Alabama														Att: 2 Exh: A		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
The "Zone" shown in the sections for stand-alone loops or loops as part of a combination refers to Geographically Deaveraged UNE Zones. To view Geographically Deaveraged UNE Zone Designations by Central Office, refer to internet Website: <a href="http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm">http://www.interconnection.bellsouth.com/become_a_clec/html/interconnection.htm</a>																
OPERATIONS 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 an interconnection contract established in each of the 9 states.																
NOTE: (2) Any element that can be ordered electronically will be billed according to the SOME C rate listed in this category. Please refer to BellSouth's Local Ordering Handbook (LOH) to determine if a product can be ordered electronically. For those elements that cannot be ordered electronically at present per the LOH, the listed SOME C rate in this category reflects the charge that would be billed to a CLEC once electronic ordering capabilities come on-line for that element. Otherwise, the manual ordering charge, SOMAN, will be applied to a CLECs bill when it submits an LSR to BellSouth.																
	OSS - Electronic Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOME C		3.50	0.00	3.50	0.00						
	OSS - Manual Service Order Charge, Per Local Service Request (LSR) - UNE Only				SOMAN		15.66	0.00	1.97	0.00						
UNE SERVICE DATE ADVANCEMENT CHARGE																
NOTE: The Expedite charge will be maintained commensurate with BellSouth's FCC No.1 Tariff, Section 5 as applicable.																
	UNE Expedite Charge per Circuit or Line Assignable USOC, per Day			UAL, UEANL, UCL, UEF, UDF, UEQ, UDL, UENTW, UDN, UEA, UHL, ULC, USL, U1T12, U1T48, U1TD1, U1TD3, U1TDX, U1TO3, U1TS1, U1TVX, UC1BC, UC1BL, UC1CC, UC1CL, UC1DC, UC1DL, UC1EC, UC1EL, UC1FC, UC1FL, UC1GC, UC1GL, UC1HC, UC1HL, UDL12, UDL48, UDLO3, UDL SX, UE3, ULD12, ULD48, ULDD1, ULDD3, ULDDX, ULDO3, ULDS1, ULDVX, UNC1X, UNC3X, UNCDX, UNCNX, UNCSX, UNCVX, UNLD1, UNLD3, UXTD1, UXTD3, UXTS1, U1TUC, U1TUD, U1TUB, U1TUA, NTCVG, NTCUD, NTC D1	SDASP		200.00									
ORDER MODIFICATION CHARGE																
	Order Modification Charge (OMC)						35.13	0.00	0.00	0.00						
	Order Modification Additional Dispatch Charge (OMCAD)						150.00	0.00	0.00	0.00						
UNBUNDLED EXCHANGE ACCESS LOOP																
2-WIRE ANALOG VOICE GRADE LOOP																
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEAL2		12.58	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEAL2		21.05	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEAL2		34.34	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1		1	UEANL	UEASL		12.58	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2		2	UEANL	UEASL		21.05	37.81	17.56	23.49	5.30					
	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3		3	UEANL	UEASL		34.34	37.81	17.56	23.49	5.30					
	Tag Loop at End User Premise			UEANL	URETL			8.93	0.88							
	Loop Testing - Basic 1st Half Hour			UEANL	URET1			34.16	0.00							
	Loop Testing - Basic Additional Half Hour			UEANL	URETA			19.85	19.85							
	Manual Order Coordination for UVL-SL1s (per loop)			UEANL	UEAMC			8.15	8.15							
	Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)			UEANL	OCOSL			18.09								

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Unbundled Non-Design Voice Loop, billing for BST providing make up (Engineering Information - E.I.)			UEANL	UEANM		13.44									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEANL	UREWO		15.78	8.94	23.49	5.30						
<b>2-WIRE Unbundled COPPER LOOP</b>																
	2-Wire Unbundled Copper Loop - Non-Designed Zone 1		1	UEQ	UEQ2X	11.20	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2		2	UEQ	UEQ2X	13.27	34.14	15.10	21.25	4.15						
	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3		3	UEQ	UEQ2X	15.07	34.14	15.10	21.25	4.15						
	Tag Loop at End User Premise			UEQ	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEQ	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEQ	URETA		19.85	19.85								
	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)			UEQ	USBMC		8.15	8.15								
	Unbundled Copper Loop - Non-Designed, billing for BST providing make-up (Engineering Information - E.I.)			UEQ	UEQMU		13.44									
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEQ	UREWO		14.27	7.43	21.25	4.15						
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>																
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	UEA	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	UEA	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	UEA	UEAL2	36.14	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	UEA	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	UEA	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	UEA	UEAR2	36.14	88.00	55.00	47.24	7.44						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			UEA	URES P		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			UEA	URETL		11.21	1.10								
<b>4-WIRE ANALOG VOICE GRADE LOOP</b>																
	4-Wire Analog Voice Grade Loop - Zone 1		1	UEA	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	UEA	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	UEA	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			UEA	URES L		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UEA	URES P		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UEA	UREWO		87.72	36.36								
<b>2-WIRE ISDN DIGITAL GRADE LOOP</b>																
	2-Wire ISDN Digital Grade Loop - Zone 1		1	UDN	U1L2X	21.88	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 2		2	UDN	U1L2X	32.85	117.24	79.77	52.88	10.54						
	2-Wire ISDN Digital Grade Loop - Zone 3		3	UDN	U1L2X	48.55	117.24	79.77	52.88	10.54						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDN	UREWO		91.63	44.16								
<b>2-WIRE ASYMMETRICAL DIGITAL SUBSCRIBER LINE (ADSL) COMPATIBLE LOOP</b>																
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 1		1	UAL	UAL2X	11.01	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2X	12.73	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop including manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2X	14.30	110.00	68.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservaton - Zone 1		1	UAL	UAL2W	11.01	90.00	57.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 2		2	UAL	UAL2W	12.73	90.00	57.00	47.24	7.44						
	2 Wire Unbundled ADSL Loop without manual service inquiry & facility reservation - Zone 3		3	UAL	UAL2W	14.30	90.00	57.00	47.24	7.44						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UAL	UREWO		86.20	40.40								
<b>2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	8.74	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	10.17	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	11.44	110.00	68.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	8.74	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	10.17	90.00	57.00	47.24	7.44						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	11.44	90.00	57.00	47.24	7.44						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
<b>4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP</b>																
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	13.95	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	15.56	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	15.25	148.36	68.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	13.95	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	15.56	94.00	57.00	51.70	9.73						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	15.25	94.00	57.00	51.70	9.73						
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UHL	UREWO		86.14	40.40								
<b>4-WIRE DS1 DIGITAL LOOP</b>																
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	314.52	252.47	157.54	44.70	11.71						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			USL	URES		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			USL	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			USL	UREWO		101.09	43.05								
<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP</b>																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	UDL	UDL2X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	UDL	UDL2X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	UDL	UDL2X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	UDL	UDL4X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	UDL	UDL4X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	UDL	UDL4X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	UDL	UDL9X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	UDL	UDL9X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	UDL	UDL9X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	UDL	UDL19	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	UDL	UDL19	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	UDL	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	UDL	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	UDL	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	UDL	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	UDL	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	UDL	UDL64	35.95	126.27	88.80	59.14	14.50						

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	UDL	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			UDL	URES		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			UDL	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UDL	UREWO		102.13	49.75								
<b>2-WIRE Unbundled COPPER LOOP</b>																
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 1		1	UCL	UCLPB	11.01	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 2		2	UCL	UCLPB	12.73	112.46	65.30	47.24	7.44						
	2 Wire Unbundled Copper Loop-Designed including manual service inquiry & facility reservation - Zone 3		3	UCL	UCLPB	14.30	112.46	65.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCLPW	11.01	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCLPW	12.73	91.46	54.30	47.24	7.44						
	2-Wire Unbundled Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCLPW	14.30	91.46	54.30	47.24	7.44						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
<b>4-WIRE COPPER LOOP</b>																
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4S	17.36	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4S	20.76	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed including manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4S	28.21	135.21	88.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 1		1	UCL	UCL4W	17.36	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 2		2	UCL	UCL4W	20.76	114.21	67.05	51.70	9.73						
	4-Wire Copper Loop-Designed without manual service inquiry and facility reservation - Zone 3		3	UCL	UCL4W	28.21	114.21	67.05	51.70	9.73						
	Order Coordination for Unbundled Copper Loops (per loop)			UCL	UCLMC		8.15	8.15								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			UCL	UREWO		97.23	42.48								
	Order Coordination for Specified Conversion Time (per LSR)			UEA, UDN, UAL, UHL, UDL, USL	OCOSL		18.90									
<b>Rearrangements</b>																
	EEL to UNE-L Retermination, per 2 Wire Unbundled Voice Loop-SL2			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Voice Loop			UEA	UREEL		87.72	36.36								
	EEL to UNE-L Retermination, per 2 Wire ISDN Loop			UDN	UREEL		91.63	44.16								
	EEL to UNE-L Retermination, per 4 Wire Unbundled Digital Loop			UDL	UREEL		102.13	49.75								
	EEL to UNE-L Retermination, per 4 Wire Unbundled DS1 Loop			USL	UREEL		101.09	43.05								
<b>UNE LOOP COMMINGLING</b>																
<b>2-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING</b>																
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1		1	NTCVG	UEAL2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2		2	NTCVG	UEAL2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3		3	NTCVG	UEAL2	36.14	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1		1	NTCVG	UEAR2	14.38	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2		2	NTCVG	UEAR2	22.85	88.00	55.00	47.24	7.44						
	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3		3	NTCVG	UEAR2	36.14	88.00	55.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)			NTCVG	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
	Loop Tagging - Service Level 2 (SL2)			NTCVG	URETL		11.21	1.10								
<b>4-WIRE ANALOG VOICE GRADE LOOP - COMMINGLING</b>																
	4-Wire Analog Voice Grade Loop - Zone 1		1	NTCVG	UEAL4	25.34	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 2		2	NTCVG	UEAL4	38.58	131.97	94.51	59.14	14.50						
	4-Wire Analog Voice Grade Loop - Zone 3		3	NTCVG	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)			NTCVG	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCVG	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCVG	UREWO		87.72	36.36								
<b>4-WIRE DS1 DIGITAL LOOP - COMMINGLING</b>																
	4-Wire DS1 Digital Loop - Zone 1		1	NTCD1	USLXX	82.55	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 2		2	NTCD1	USLXX	154.18	252.47	157.54	44.70	11.71						
	4-Wire DS1 Digital Loop - Zone 3		3	NTCD1	USLXX	314.52	252.47	157.54	44.70	11.71						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS1)			NTCD1	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS1)			NTCD1	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCD1	UREWO		101.09	43.05								
<b>4-WIRE 19.2, 56 OR 64 KBPS DIGITAL GRADE LOOP - COMMINGLING</b>																
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 1		1	NTCUD	UDL2X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 2		2	NTCUD	UDL2X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 2.4 Kbps - Zone 3		3	NTCUD	UDL2X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 1		1	NTCUD	UDL4X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 2		2	NTCUD	UDL4X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 4.8 Kbps - Zone 3		3	NTCUD	UDL4X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 1		1	NTCUD	UDL9X	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 2		2	NTCUD	UDL9X	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 9.6 Kbps - Zone 3		3	NTCUD	UDL9X	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 1		1	NTCUD	UDL19	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 2		2	NTCUD	UDL19	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital 19.2 Kbps - Zone 3		3	NTCUD	UDL19	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 1		1	NTCUD	UDL56	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 2		2	NTCUD	UDL56	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 56 Kbps - Zone 3		3	NTCUD	UDL56	37.88	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 1		1	NTCUD	UDL64	26.09	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 2		2	NTCUD	UDL64	35.95	126.27	88.80	59.14	14.50						
	4 Wire Unbundled Digital Loop 64 Kbps - Zone 3		3	NTCUD	UDL64	37.88	126.27	88.80	59.14	14.50						
	Switch-As-Is Conversion rate per UNE Loop, single LSR, (per DS0)			NTCUD	URESL		5.59	5.59								
	Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)			NTCUD	URESP		5.59	5.59								
	Unbundled Loop Service Rearrangement, change in loop facility, per circuit			NTCUD	UREWO		102.13	49.75								
	Order Coordination for Specified Conversion Time (per LSR)			NTCVG, NTCUD, NTCD1	OCOSL		18.90									
<b>MAINTENANCE OF SERVICE</b>																

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l		
						Rec	Nonrecurring		Nonrecurring Disconnect						OSS Rates(\$)	
							First	Add'l	First	Add'l	SOME	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	Maintenance of Service Charge, Basic Time, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVB		80.00	55.00								
	Maintenance of Service Charge, Overtime, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVOT		90.00	65.00								
	Maintenance of Service Charge, Premium, per half hour			UDC, UEA, UDL, UDN, USL, UAL, UHL, UCL, NTCVG, NTCUD, NTC1, U1TD1, U1TD3, U1TDX, U1TS1, U1TVX, UDF, UDFCX, UDLSX, UE3, ULDD1, ULDD3, ULDDX, ULDS1, ULVX, UNC1X, UNC3X, UNCDX, UNCSX, UNCVX, ULS	MVVPT		100.00	75.00								
<b>LOOP MODIFICATION</b>																
	Unbundled Loop Modification, Removal of Load Coils - 2 Wire pair less than or equal to 18k ft, per Unbundled Loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULM2L		0.00	0.00								
	Unbundled Loop Modification Removal of Load Coils - 4 Wire less than or equal to 18K ft, per Unbundled Loop			UHL, UCL, UEA	ULM4L		0.00	0.00								
	Unbundled Loop Modification Removal of Bridged Tap Removal, per unbundled loop			UAL, UHL, UCL, UEQ, UEA, UEANL, UEPSR, UEPSB	ULMBT		32.41	32.41								
<b>SUB-LOOPS</b>																
<b>Sub-Loop Distribution</b>																
	Sub-Loop - Per Cross Box Location - CLEC Feeder Facility Set-Up			UEANL, UEF	USBSA		244.42									
	Sub-Loop - Per Cross Box Location - Per 25 Pair Panel Set-Up			UEANL, UEF	USBSB		22.64									
	Sub-Loop - Per Building Equipment Room - CLEC Feeder Facility Set-Up			UEANL	USBSC		177.45									
	Sub-Loop - Per Building Equipment Room - Per 25 Pair Panel Set-Up			UEANL	USBSD		55.15									

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN2	11.21	65.80	30.96	45.25	6.70						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN2	11.94	65.80	30.96	45.25	6.70						
	Sub-Loop Distribution Per 2-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN2	16.86	65.80	30.96	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 1		1	UEANL	USBN4	8.46	79.03	44.19	49.71	9.07						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 2		2	UEANL	USBN4	16.67	79.03	44.19	49.71	9.07						
	Sub-Loop Distribution Per 4-Wire Analog Voice Grade Loop - Zone 3		3	UEANL	USBN4	32.57	79.03	44.19	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop 2-Wire Intrabuilding Network Cable (INC)			UEANL	USBR2	2.27	53.01	18.17	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Sub-Loop 4-Wire Intrabuilding Network Cable (INC)			UEANL	USBR4	5.16	59.25	24.41	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEANL	USBMC		8.15	8.15								
	Loop Testing - Basic 1st Half Hour			UEANL	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEANL	URETA		19.85	19.85								
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS2X	6.22	65.80	30.96	45.25	6.70						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS2X	8.76	65.80	30.96	45.25	6.70						
	2 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS2X	11.27	65.80	30.96	45.25	6.70						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 1		1	UEF	UCS4X	6.11	79.03	44.19	49.71	9.07						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 2		2	UEF	UCS4X	12.61	79.03	44.19	49.71	9.07						
	4 Wire Copper Unbundled Sub-Loop Distribution - Zone 3		3	UEF	UCS4X	15.36	79.03	44.19	49.71	9.07						
	Order Coordination for Unbundled Sub-Loops, per sub-loop pair			UEF	USBMC		8.15	8.15								
	Loop Tagging Service Level 1, Unbundled Copper Loop, Non-Designed and Distribution Subloops			UEF, UEANL	URETL		8.93	0.88								
	Loop Testing - Basic 1st Half Hour			UEF	URET1		34.16	0.00								
	Loop Testing - Basic Additional Half Hour			UEF	URETA		19.85	19.85								
<b>Unbundled Sub-Loop Modification</b>																
	Unbundled Sub-Loop Modification - 2-W Copper Dist Load Coil/Equip Removal per 2-W PR			UEF	ULM2X		175.78	5.10								
	Unbundled Sub-loop Modification - 4-W Copper Dist Load Coil/Equip Removal per 4-W PR			UEF	ULM4X		175.78	5.10								
	Unbundled Loop Modification, Removal of Bridge Tap, per unbundled loop			UEF	ULMBT		278.20	6.11								
<b>Unbundled Network Terminating Wire (UNTW)</b>																
	Unbundled Network Terminating Wire (UNTW) per Pair			UNTW	UENPP	0.40	30.01									
<b>Network Interface Device (NID)</b>																
	Network Interface Device (NID) - 1-2 lines			UNTW	UND12		43.23	28.38								
	Network Interface Device (NID) - 1-6 lines			UNTW	UND16		63.97	49.11								
	Network Interface Device Cross Connect - 2 W			UNTW	UNDC2		5.87	5.87								
	Network Interface Device Cross Connect - 4W			UNTW	UNDC4		5.87	5.87								
<b>UNE OTHER, PROVISIONING ONLY - NO RATE</b>																
	Unbundled Contact Name, Provisioning Only - no rate			UAL, UCL, UDC, UDL, UDN, UEA, UHL, UEANL, UEF, UEQ, UENTW, NTCVG, NTCUD, NTCD1, USL	UNECN	0.00	0.00									
	Unbundled DS1 Loop - Superframe Format Option - no rate			USL, NTCD1	CCOSF		0.00	0.00								
	Unbundled DS1 Loop - Expanded Superframe Format option - no rate			USL, NTCD1	CCOEF		0.00	0.00								
	NID - Dispatch and Service Order for NID installation			UNTW	UNDBX	0.00	0.00									
	UNTW Circuit Establishment, Provisioning Only - No Rate			UNTW	UENCE	0.00	0.00									

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A				
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						Rec	Nonrecurring		Nonrecurring Disconnect						
						First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>LOOP MAKE-UP</b>															
	Loop Makeup - Preordering Without Reservation, per working or spare facility queried (Manual).			UMK	UMKLV	20.00	20.00								
	Loop Makeup - Preordering With Reservation, per spare facility queried (Manual).			UMK	UMKLP	21.00	21.00								
	Loop Makeup--With or Without Reservation, per working or spare facility queried (Mechanized)			UMK	UMKMQ	0.59	0.59								
<b>LINE SPLITTING</b>															
<b>END USER ORDERING-CENTRAL OFFICE BASED</b>															
	Line Splitting - per line activation DLEC owned splitter			UEPSR UEPSB	UREOS	0.61									
	Line Splitting - per line activation BST owned - physical			UEPSR UEPSB	UREBP	0.61	37.01	21.19	20.02	9.83					
	Line Splitting - per line activation BST owned - virtual			UEPSR UEPSB	UREBV	0.61	37.01	21.19	20.02	9.83					
<b>END USER ORDERING - REMOTE SITE LINE SPLITTING</b>															
<b>UNBUNDLED EXCHANGE ACCESS LOOP</b>															
<b>2-WIRE ANALOG VOICE GRADE LOOP</b>															
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEALS	12.58	37.81	17.56	23.49	5.30					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 1		1	UEPSR UEPSB	UEABS	12.58	37.81	17.56	23.49	5.30					
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEALS	21.05	37.81	17.56	23.49	5.30					
	2 Wire Analog Voice Grade Loop- Service Level 1-Line Splitting-Zone 2		2	UEPSR UEPSB	UEABS	21.05	37.81	17.56	23.49	5.30					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEALS	34.34	37.81	17.56	23.49	5.30					
	2 Wire Analog Voice Grade Loop-Service Level 1-Line Splitting-Zone 3		3	UEPSR UEPSB	UEABS	34.34	37.81	17.56	23.49	5.30					
<b>PHYSICAL COLLOCATION</b>															
	Physical Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	PE1LS	0.03	12.30	11.80	6.03	5.44					
<b>VIRTUAL COLLOCATION</b>															
	Virtual Collocation-2 Wire Cross Connects (Loop) for Line Splitting			UEPSR UEPSB	VE1LS	0.03	12.30	11.80	6.03	5.44					
<b>UNBUNDLED DEDICATED TRANSPORT</b>															
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT</b>															
	Interoffice Channel - 2-Wire Voice Grade - per mile			U1TVX	1L5XX	0.008838									
	Interoffice Channel - 2-Wire Voice Grade - Facility Termination			U1TVX	U1TV2	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel - 2-Wire Voice Grade Rev Bat. - per mile			U1TVX	1L5XX	0.008838									
	Interoffice Channel - 2-Wire VG Rev Bat. - Facility Termination			U1TVX	U1TR2	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel - 4-Wire Voice Grade - per mile			U1TVX	1L5XX	0.008838									
	Interoffice Channel - 4-Wire Voice Grade - Facility Termination			U1TVX	U1TV4	18.73	40.54	27.41	16.74	6.90					
	Interoffice Channel - 56 kbps - per mile			U1TDX	1L5XX	0.008838									
	Interoffice Channel - 56 kbps - Facility Termination			U1TDX	U1TD5	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel - 64 kbps - per mile			U1TDX	1L5XX	0.008838									
	Interoffice Channel - 64 kbps - Facility Termination			U1TDX	U1TD6	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel - DS1 - per mile			U1TD1	1L5XX	0.18									
	Interoffice Channel - DS1 - Facility Termination			U1TD1	U1TF1	60.16	89.27	81.81	16.35	14.44					
	Interoffice Channel - DS3 - per mile			U1TD3	1L5XX	4.09									
	Interoffice Channel - DS3 - Facility Termination			U1TD3	U1TF3	703.52	278.75	162.76	60.20	58.46					
	Interoffice Channel - STS-1 - per mile			U1TS1	1L5XX	4.09									
	Interoffice Channel - STS-1 - Facility Termination			U1TS1	U1TF5	701.37	278.75	162.76	60.20	58.46					
<b>UNBUNDLED DARK FIBER - Stand Alone or in Combination</b>															
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	22.34									
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	UDF14		639.09	137.87	317.06	197.66					
<b>HIGH CAPACITY UNBUNDLED LOCAL LOOP</b>															
<b>DS-3/STS-1 UNBUNDLED LOCAL LOOP - Stand Alone</b>															
	DS3 Unbundled Local Loop - per mile			UE3	1L5ND	8.38									
	DS3 Unbundled Local Loop - Facility Termination			UE3	UE3PX	308.08	451.52	263.94	119.49	83.58					
	STS-1 Unbundled Local Loop - per mile			UDLSX	1L5ND	8.38									
	STS-1 Unbundled Local Loop - Facility Termination			UDLSX	UDLS1	319.83	451.52	263.94	119.49	83.58					



UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A				
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
						Rec	Nonrecurring		Nonrecurring Disconnect						
ENHANCED EXTENDED LINK (EELs)															
Network Elements Used in Combinations															
						Rec	First	Add'l	First	Add'l	SOMEc	SOMAN	SOMAN	SOMAN	SOMAN
	2-Wire VG Loop (SL2) in Combination - Zone 1		1	UNCVX	UEAL2	14.38	88.00	55.00	47.24	7.44					
	2-Wire VG Loop (SL2) in Combination - Zone 2		2	UNCVX	UEAL2	22.85	88.00	55.00	47.24	7.44					
	2-Wire VG Loop (SL2) in Combination - Zone 3		3	UNCVX	UEAL2	36.14	88.00	55.00	47.24	7.44					
	4-Wire Analog Voice Grade Loop in Combination - Zone 1		1	UNCVX	UEAL4	25.34	131.97	94.51	59.14	14.50					
	4-Wire Analog Voice Grade Loop in Combination - Zone 2		2	UNCVX	UEAL4	38.58	131.97	94.51	59.14	14.50					
	4-Wire Analog Voice Grade Loop in Combination - Zone 3		3	UNCVX	UEAL4	60.02	131.97	94.51	59.14	14.50					
	2-Wire ISDN Loop in Combination - Zone 1		1	UNCNX	U1L2X	21.88	117.24	79.77	52.88	10.54					
	2-Wire ISDN Loop in Combination - Zone 2		2	UNCNX	U1L2X	32.85	117.24	79.77	52.88	10.54					
	2-Wire ISDN Loop in Combination - Zone 3		3	UNCNX	U1L2X	48.55	117.24	79.77	52.88	10.54					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL56	26.09	126.27	88.80	59.14	14.50					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL56	35.95	126.27	88.80	59.14	14.50					
	4-Wire 56Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL56	37.88	126.27	88.80	59.14	14.50					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 1		1	UNCDX	UDL64	26.09	126.27	88.80	59.14	14.50					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 2		2	UNCDX	UDL64	35.95	126.27	88.80	59.14	14.50					
	4-Wire 64Kbps Digital Grade Loop in Combination - Zone 3		3	UNCDX	UDL64	37.88	126.27	88.80	59.14	14.50					
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	82.55	252.47	157.54	44.70	11.71					
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	154.18	252.47	157.54	44.70	11.71					
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	314.52	252.47	157.54	44.70	11.71					
	DS3 Local Loop in combination - per mile			UNC3X	1L5ND	8.38									
	DS3 Local Loop in combination - Facility Termination			UNC3X	UE3PX	308.08	451.52	263.94	119.49	83.58					
	STS-1 Local Loop in combination - per mile			UNCSX	1L5ND	8.38									
	STS-1 Local Loop in combination - Facility Termination			UNCSX	UDL51	319.83	451.52	263.94	119.49	83.58					
	Interoffice Channel in combination - 2-wire VG - per mile			UNCVX	1L5XX	0.008838									
	Interoffice Channel in combination - 2-wire VG - Facility Termination			UNCVX	U1TV2	21.13	40.54	27.41	16.74	6.90					
	Interoffice Channel in combination - 4-wire VG - per mile			UNCVX	1L5XX	0.008838									
	Interoffice Channel in combination - 4-wire VG - Facility Termination			UNCVX	U1TV4	18.73	40.54	27.41	16.74	6.90					
	Interoffice Channel in combination - 4-wire 56 kbps - per mile			UNCDX	1L5XX	0.008838									
	Interoffice Channel in combination - 4-wire 56 kbps - Facility Termination			UNCDX	U1TD5	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel in combination - 4-wire 64 kbps - per mile			UNCDX	1L5XX	0.008838									
	Interoffice Channel in combination - 4-wire 64 kbps - Facility Termination			UNCDX	U1TD6	15.12	40.54	27.41	16.74	6.90					
	Interoffice Channel in combination - DS1 - per mile			UNC1X	1L5XX	0.18									
	Interoffice Channel in combination - DS1 Facility Termination			UNC1X	U1TF1	60.16	89.27	81.81	16.35	14.44					
	Interoffice Channel in combination - DS3 - per mile			UNC3X	1L5XX	4.09									
	Interoffice Channel in combination - DS3 - Facility Termination			UNC3X	U1TF3	703.52	278.75	162.76	60.20	58.46					
	Interoffice Channel in combination - STS-1 - per mile			UNCSX	1L5XX	4.09									
	Interoffice Channel in combination - STS-1 Facility Termination			UNCSX	U1TFS	701.37	278.75	162.76	60.20	58.46					
ADDITIONAL NETWORK ELEMENTS															
Optional Features & Functions:															
	Clear Channel Capability Extended Frame Option - per DS1		I		U1TD1, ULDD1, UNC1X	CCOEF		0.00							
	Clear Channel Capability Super FrameOption - per DS1		I		U1TD1, ULDD1, UNC1X	CCOSF		0.00							
	Clear Channel Capability (SF/ESF) Option - Subsequent Activity - per DS1		I		ULDD1, U1TD1, UNC1X, USL	NRCCC	184.85	23.81	1.99	0.7741					
	C-bit Parity Option - Subsequent Activity - per DS3		I		U1TD3, ULDD3, UE3, UNC3X	NRCC3		219.13	7.67	0.7355	0.00				
	DS1/DS0 Channel System				UNC1X	MQ1	107.19	91.04	62.57	10.54	9.79				
	DS3/DS1 Channel System				UNC3X, UNCSX	MQ3	176.20	178.14	93.97	33.26	31.83				
	Voice Grade COCI in combination				UNCVX	1D1VG	0.56	6.58	4.72						
	Voice Grade COCI - for 2W-SL2 & 4W Voice Grade Local Loop				UEA	1D1VG	0.56	6.58	4.72						
	Voice Grade COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUC	1D1VG	0.56	6.58	4.72						
	OCU-DP COCI (2.4-64kbs) in combination				UNCDX	1D1DD	2.41	6.58	4.72						
	OCU-DP COCI (2.4-64kbs) - for Unbundled Digital Loop				UDL	1D1DD	2.41	6.58	4.72						
	OCU-DP COCI (2.4-64kbs) - for connection to a channelized DS1 Local Channel in the same SWC as collocation				U1TUD	1D1DD	2.41	6.58	4.72						
	2-wire ISDN COCI (BRITE) in combination				UNCNX	UC1CA	1.19	6.58	4.72						

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						Rec	Nonrecurring		Nonrecurring Disconnect						OSS Rates(\$)	
							First	Add'l	First	Add'l	SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
	2-wire ISDN COCI (BRITE) - for a Local Loop			UDN	UC1CA	1.19	6.58	4.72								
	2-wire ISDN COCI (BRITE) - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUB	UC1CA	1.19	6.58	4.72								
	DS1 COCI in combination			UNC1X	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Local Channel			ULDD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for Stand Alone Interoffice Channel			U1TD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for DS1 Local Loop			USL, NTCDD1	UC1D1	13.47	6.58	4.72								
	DS1 COCI - for connection to a channelized DS1 Local Channel in the same SWC as collocation			U1TUA	UC1D1	13.47	6.58	4.72								
	Wholesale - UNE, Switch-As-Is Conversion Charge			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, UDFCX, XDH1X, HFQC6, XDD2X, XDV6X, XDDFX, XDD4X, HFRST, UNCNX	UNCCC		5.59	5.59								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, per circuit (LSR)		i	U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESL		5.59	5.59								
	Unbundled Misc Rate Element, SNE SAI, Single Network Element - Switch As Is Non-recurring Charge, incremental charge per circuit on a spreadsheet		i	U1TVX, U1TDX, U1TD1, U1TD3, U1TS1, UDF, UE3	URESP		5.59	5.59								
<b>Access to DCS - Customer Reconfiguration (FlexServ)</b>																
	Customer Reconfiguration Establishment						1.48		1.84							
	DS1 DCS Termination with DS0 Switching					29.46	25.55	19.66	16.63	13.38						
	DS1 DCS Termination with DS1 Switching					9.94	18.47	12.58	12.21	8.96						
	DS3 DCS Termination with DS1 Switching					105.16	25.55	19.66	16.63	13.38						
<b>Node (SynchroNet)</b>																
	Node per month			UNCDX	UNCNT	15.77										
<b>Service Rearrangements</b>																
	NRC - Change in Facility Assignment per circuit Service Rearrangement		i	U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETD		101.09	43.05								
	NRC - Change in Facility Assignment per circuit Project Management (added to CFA per circuit if project managed)		i	U1TVX, U1TDX, U1TUC, U1TUD, U1TUB, ULDVX, ULDDX, UNCVX, UNCDX, UNC1X	URETB		3.16	3.16								
	NRC - Order Coordination Specific Time - Dedicated Transport		i	UNC1X, UNC3X	OCOSR		18.93	18.93								
<b>COMMINGLING</b>																
	Commingling Authorization			UNCVX, UNCDX, UNC1X, UNC3X, UNCSX, U1TD1, U1TD3, U1TS1, UE3, UDLX, U1TVX, U1TDX, U1TUB, ULDVX, ULDD1, ULDD3, ULDS1	CMGAU	0.00	0.00	0.00	0.00	0.00						
<b>Commingled (UNE part of single bandwidth circuit)</b>																
	Commingled VG COCI			XDV2X	1D1VG	0.56	6.58	4.72								
	Commingled Digital COCI			XDV6X	1D1DD	1.19	6.58	4.72								
	Commingled ISDN COCI			XDD4X	UC1CA	2.41	6.58	4.72								
	Commingled 2-wire VG Interoffice Channel			XDV2X	U1TV2	21.13	40.54	27.41	16.74	6.90						
	Commingled 4-wire VG Interoffice Channel			XDV6X	U1TV4	18.73	40.54	27.41	16.74	6.90						
	Commingled 56kbps Interoffice Channel			XDD4X	U1TD5	15.12	40.54	27.41	16.74	6.90						
	Commingled 64kbps Interoffice Channel			XDD4X	U1TD6	15.12	40.54	27.41	16.74	6.90						
	Commingled VG/DS0 Interoffice Channel Mileage			XDV2X, XDV6X, XDD4X	1L5XX	0.008838										
	Commingled 2-wire Local Loop Zone 1		1	XDV2X	UEAL2	14.38	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 2		2	XDV2X	UEAL2	22.85	88.00	55.00	47.24	7.44						
	Commingled 2-wire Local Loop Zone 3		3	XDV2X	UEAL2	36.14	88.00	55.00	47.24	7.44						

UNBUNDLED NETWORK ELEMENTS - Alabama											Att: 2 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)					Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
	Commingle 4-wire Local Loop Zone 1		1	XDV6X	UEAL4	25.34	131.97	94.51	59.14	14.50						
	Commingle 4-wire Local Loop Zone 2		2	XDV6X	UEAL4	38.58	131.97	94.51	59.14	14.50						
	Commingle 4-wire Local Loop Zone 3		3	XDV6X	UEAL4	60.02	131.97	94.51	59.14	14.50						
	Commingle 56kbps Local Loop Zone 1		1	XDD4X	UDL56	26.09	126.27	88.80	59.14	14.50						
	Commingle 56kbps Local Loop Zone 2		2	XDD4X	UDL56	35.95	126.27	88.80	59.14	14.50						
	Commingle 56kbps Local Loop Zone 3		3	XDD4X	UDL56	37.88	126.27	88.80	59.14	14.50						
	Commingle 64kbps Local Loop Zone 1		1	XDD4X	UDL64	26.09	126.27	88.80	59.14	14.50						
	Commingle 64kbps Local Loop Zone 2		2	XDD4X	UDL64	35.95	126.27	88.80	59.14	14.50						
	Commingle 64kbps Local Loop Zone 3		3	XDD4X	UDL64	37.88	126.27	88.80	59.14	14.50						
	Commingle ISDN Local Loop Zone 1		1	XDD4X	U1L2X	21.88	117.24	79.77	52.88	10.54						
	Commingle ISDN Local Loop Zone 2		2	XDD4X	U1L2X	32.85	117.24	79.77	52.88	10.54						
	Commingle ISDN Local Loop Zone 3		3	XDD4X	U1L2X	48.55	117.24	79.77	52.88	10.54						
	Commingle DS1 COCI			XDH1X	UC1D1	13.47	6.58	4.72								
	Commingle DS1 Interoffice Channel			XDH1X	U1TF1	60.16	89.27	81.81	16.35	14.44						
	Commingle DS1 Interoffice Channel Mileage			XDH1X	1L5XX	0.18										
	Commingle DS1/DS0 Channel System			XDH1X	MQ1	107.19	91.04	62.57	10.54	9.79						
	Commingle DS1 Local Loop Zone 1		1	XDH1X	USLXX	82.55	252.47	157.54	44.70	11.71						
	Commingle DS1 Local Loop Zone 2		2	XDH1X	USLXX	154.18	252.47	157.54	44.70	11.71						
	Commingle DS1 Local Loop Zone 3		3	XDH1X	USLXX	314.52	252.47	157.54	44.70	11.71						
	Commingle DS3 Local Loop			HFQC6	UE3PX	308.08	451.52	263.94	119.49	83.58						
	Commingle DS3/STS-1 Local Loop Mileage			HFQC6, HFRST	1L5ND	8.38										
	Commingle STS-1 Local Loop			HFRST	UDLS1	319.83	451.52	263.94	119.49	83.58						
	Commingle DS3/DS1 Channel System			HFQC6	MQ3	176.20	178.14	93.97	33.26	31.83						
	Commingle DS3 Interoffice Channel			HFQC6	U1TF3	703.52	278.75	162.76	60.20	58.46						
	Commingle DS3 Interoffice Channel Mileage			HFQC6	1L5XX	4.09										
	Commingle STS-1 Interoffice Channel			HFRST	U1TFS	701.37	278.75	162.76	60.20	58.46						
	Commingle STS-1 Interoffice Channel Mileage			HFRST	1L5XX	4.09										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	1L5DF	22.34										
	Commingle Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			HEQDL	UDF14		639.09	137.87	317.06	197.66						
	UNE to Commingle Conversion Tracking			XDH1X, HFQC6	CMGUN	0.00	0.00	0.00	0.00	0.00						
	SPA to Commingle Conversion Tracking			XDH1X, HFQC6	CMGSP	0.00	0.00	0.00	0.00	0.00						
	<b>LNP Query Service</b>															
	LNP Charge Per query					0.000757										
	LNP Service Establishment Manual						12.52		11.51							
	LNP Service Provisioning with Point Code Establishment						593.49	303.20	268.93	197.74						

Note: Rates displaying an "I" in Interim column are interim as a result of a Commission order.

UNBUNDLED NETWORK ELEMENTS - Alabama							Attachment: 2 Ex. B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
UNBUNDLED EXCHANGE ACCESS LOOP												
2-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP												
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 1		1	UHL	UHL2X	10.05						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 2		2	UHL	UHL2X	11.70						
	2 Wire Unbundled HDSL Loop including manual service inquiry & facility reservation - Zone 3		3	UHL	UHL2X	13.16						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL2W	10.05						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL2W	11.70						
	2 Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL2W	13.16						
4-WIRE HIGH BIT RATE DIGITAL SUBSCRIBER LINE (HDSL) COMPATIBLE LOOP												
	4 Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4X	16.04						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4X	17.89						
	4-Wire Unbundled HDSL Loop including manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4X	17.54						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 1		1	UHL	UHL4W	16.04						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 2		2	UHL	UHL4W	17.89						
	4-Wire Unbundled HDSL Loop without manual service inquiry and facility reservation - Zone 3		3	UHL	UHL4W	17.54						
4-WIRE DS1 DIGITAL LOOP												
	4-Wire DS1 Digital Loop - Zone 1		1	USL	USLXX	94.93						
	4-Wire DS1 Digital Loop - Zone 2		2	USL	USLXX	177.31						
	4-Wire DS1 Digital Loop - Zone 3		3	USL	USLXX	361.70						
HIGH CAPACITY UNBUNDLED LOCAL LOOP												
	High Capacity Unbundled Local Loop - DS3 - Per Mile per month			UE3	1L5ND	9.64						
	High Capacity Unbundled Local Loop - DS3 - Facility Termination per month			UE3	UE3PX	308.98						
	High Capacity Unbundled Local Loop - STS-1 - Per Mile per month			UDLSX	1L5ND	9.64						
	High Capacity Unbundled Local Loop - STS-1 - Facility Termination per month			UDLSX	UDLS1	367.80						
UNBUNDLED DEDICATED TRANSPORT												
INTEROFFICE CHANNEL - DEDICATED TRANSPORT												
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			U1TD1	1L5XX	0.21						
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination			U1TD1	U1TF1	69.18						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			U1TD3	1L5XX	4.70						
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			U1TD3	U1TF3	809.05						
	Interoffice Channel - Dedicated Transport - STS-1 - Per Mile per month			U1TS1	1L5XX	4.70						
	Interoffice Channel - Dedicated Transport - STS-1 - Facility Termination			U1TS1	U1TFS	806.58						
UNBUNDLED DARK FIBER - Stand Alone or in Combination												
	Dark Fiber - Interoffice Transport, Per Four Fiber Strands, Per Route Mile Or Fraction Thereof			UDF, UDFCX	1L5DF	25.69						
ENHANCED EXTENDED LINK (EELs)												

UNBUNDLED NETWORK ELEMENTS - Alabama											Attachment: 2 Exh. B	
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES (\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l
NOTE: The monthly recurring and non-recurring charges below will apply and the Switch-As-Is Charge will not apply for UNE combinations provisioned as ' Ordinarily Combined' Network Elements.												
NOTE: The monthly recurring and the Switch-As-Is Charge and not the non-recurring charges below will apply for UNE combinations provisioned as ' Currently Combined' Network Elements.												
<b>EXTENDED 4-WIRE DS1 DIGITAL EXTENDED LOOP WITH DEDICATED DS1 INTEROFFICE TRANSPORT</b>												
	4-Wire DS1 Digital Loop in Combination - Zone 1		1	UNC1X	USLXX	94.93						
	4-Wire DS1 Digital Loop in Combination - Zone 2		2	UNC1X	USLXX	177.31						
	4-Wire DS1 Digital Loop in Combination - Zone 3		3	UNC1X	USLXX	361.70						
	Interoffice Transport - Dedicated - DS1 combination - Per Mile per month			UNC1X	1L5XX	0.21						
	Interoffice Transport - Dedicated - DS1 combination - Facility Termination per month			UNC1X	U1TF1	69.18						
<b>EXTENDED DS3 DIGITAL EXTENDED LOOP WITH DEDICATED DS3 INTEROFFICE TRANSPORT</b>												
	DS3 Local Loop in combination - per mile per month			UNC3X	1L5ND	9.54						
	DS3 Local Loop in combination - Facility Termination per month			UNC3X	UE3PX	355.33						
	Interoffice Transport - Dedicated - DS3 - Per Mile per month			UNC3X	1L5XX	4.70						
	Interoffice Transport - Dedicated - DS3 combination - Facility Termination per month			UNC3X	U1TF3	809.05						
<b>EXTENDED STS-1 DIGITAL EXTENDED LOOP WITH DEDICATED STS-1 INTEROFFICE TRANSPORT</b>												
	STS-1 Local Loop in combination - per mile per month			UNCSX	1L5ND	9.54						
	STS-1 Local Loop in combination - Facility Termination per month			UNCSX	UDLS1	367.80						
	Interoffice Transport - Dedicated - STS-1 combination - per mile per month			UNCSX	1L5XX	4.70						
	Interoffice Transport - Dedicated - STS-1 combination - Facility Termination per month			UNCSX	U1TFS	806.58						

**ATTACHMENT 3**  
**NETWORK INTERCONNECTION**

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<b>Definitions</b>	<b>Exhibit F</b>

## NETWORK INTERCONNECTION

### 1. GENERAL

- 1.1 The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (Local Traffic), ISP-bound Traffic, and exchange access (Switched Access Traffic) on the following terms:

### 2. ATTACHMENT 3 DEFINITIONS ARE LOCATED IN EXHIBIT F TO THIS ATTACHMENT

### 3. NETWORK INTERCONNECTION

- 3.1 This Attachment pertains only to the provision of network interconnection where BHN owns, leases from a third party or otherwise provides its own switch(es)
- 3.2 Network interconnection shall be provided by the Parties at any technically feasible point within AT&T's network. Requests to AT&T for interconnection at points other than as set forth in this Attachment may be made through the Bona Fide Request/New Business Request process set out in this Agreement.
- 3.2.1 Each Party is responsible for providing, engineering and maintaining the network on its side of the IP. The IP must be located within AT&T's serving territory in the LATA in which traffic is originating. The IP determines the point at which the originating Party shall pay the terminating Party for the Call Transport and Termination of Local Traffic and ISP-bound Traffic.
- 3.2.2 Pursuant to the provisions of this Attachment, the location of the IP(s) in a given LATA shall be established by mutual agreement of the Parties. Subject to the requirements for installing additional IPs, as set forth below, any IPs existing prior to the Effective Date of the Agreement will be accepted as initial IPs and will not require re-grooming. When the Parties mutually agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic and ISP-bound Traffic between each other, the Parties shall mutually agree to the location of IP(s). If the Parties are unable to agree to a mutual initial IP, each Party, as originating Party, shall establish a single IP in the LATA for the delivery of its originated Local Traffic and ISP-bound Traffic to the other Party for Call Transport and Termination by the terminating Party. Construction of facilities shall be in accordance with applicable law.
- 3.2.3 When establishing interconnection arrangements in each LATA, the location of the IP(s) shall be established by mutual agreement of the Parties. In selecting the IP, both Parties will act in good faith in selecting a point that complies with applicable law. If the Parties are unable to agree on the location of the IP, each Party will designate IPs for its originated traffic. Additional IP(s) in a LATA may be established by mutual agreement of the Parties. Notwithstanding the foregoing, additional IP(s) in a particular LATA shall be established, at the request of either Party, when the Local Traffic and ISP-bound Traffic exceeds 8.9 million minutes per month (i.e., DS3) for three consecutive months at the



proposed location of the additional IP. AT&T will not request the establishment of an IP where physical or virtual collocation space is not available or where AT&T fiber connectivity is not available. When the Parties agree to utilize two-way interconnection trunk groups for the exchange of Local Traffic, the location of the IP(s) shall be at the mutual agreement of the Parties.

3.2.4 With the exception of the Billing Point of Interface, Multiplexing compensation and Transit Traffic compensation, the Parties shall institute a “bill and keep” compensation plan under which neither Party will charge the other Party recurring or nonrecurring charges for trunks (one-way or two-way) and associated dedicated facilities for the exchange of Local Traffic (non-transit) or ISP-bound Traffic. Each Party has the obligation to install the appropriate trunks and associated facilities on its respective side of the Interconnection Point and is responsible for bearing its own costs on its side of the Point of Interface. Both Parties, as appropriate, shall be compensated for the ordering of trunks and facilities used exclusively for Transit Traffic and for ancillary traffic types including, but not limited to, 911 and OS/DA. The Parties agree that charges for such trunks and facilities are as set for in Exhibit A to this Attachment or the applicable tariff. In the event that a Party chooses to lease facilities from the other Party in lieu of installing facilities on its side of the Interconnection Point as required by this agreement, such facilities are not subject to “bill and keep”, but shall be purchased in accordance with 3.3.1 and 3.3.2 below.

### 3.3 **Interconnection via Dedicated Facilities**

3.3.1 **Local Channel Facilities.** In lieu of providing facilities on its side of the Interconnection Point, the originating Party may obtain Local Channel facilities from the terminating Party. The percentage of Local Channel facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (“PLF”) Factor, as defined below in Section 7.3.2, on a statewide basis. The charges applied to the percentage of Local Channel facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of Local Channel facilities shall be billed at AT&T’s applicable access tariff rates.

3.3.2 **Dedicated Interoffice Facilities.** In lieu of providing facilities on its side of the Interconnection Point, the originating Party may obtain Dedicated Interoffice Facilities from the terminating Party. The percentage of Dedicated Interoffice Facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility (PLF) Factor as defined below in Section 7.3.2, on a statewide basis. The charges applied to the percentage of the Dedicated Interoffice Facilities used for Local Traffic as determined by the PLF are as set forth in Exhibit A to this Attachment. The remaining percentage of the Dedicated Interoffice Facilities shall be billed at AT&T’s applicable access tariff rates. .

3.3.3 The facilities purchased pursuant to this Section 3 shall be ordered via the Access Service Request (“ASR”) process.

- 3.3.4 For the purpose of this Attachment 3, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.
- 3.3.5 For the purpose of this Attachment 3, Serving Wire Center is defined as the wire center owned or leased by one Party from which the other Party would normally obtain dial tone for its Point of Presence.
- 3.3.6 For the purpose of this Attachment 3, Dedicated Interoffice Facility is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

#### 3.4 **Fiber Meet**

- 3.4.1 If BHN elects to interconnect with AT&T pursuant to a Fiber Meet, BHN and AT&T shall jointly engineer, operate and maintain a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their transmission and routing of Local Traffic via a Local Channel at either the DS1 or DS3 level. The Parties shall work together to determine the specific SONET transmission system. However, BHN's SONET transmission system must be compatible with AT&T's equipment in the Serving Wire Center. The Data Communications Channel (DCC) must be turned off. Each Party reserves the right to determine the equipment it employs for service.
- 3.4.2 Each Party, at its own expense, shall procure, install and maintain the agreed upon SONET transmission system in its network.
- 3.4.3 The Parties shall agree to a Fiber Meet point between the AT&T Serving Wire Center and the BHN Serving Wire Center. The Parties shall deliver their fiber optic facilities to the Fiber Meet point with sufficient spare length to reach the fusion splice point for the Fiber Meet Point. AT&T shall, at its own expense, provide and maintain the fusion splice point for the Fiber Meet. A building type Common Language Location Identification ("CLLI") code will be established for each Fiber Meet point. All orders for interconnection facilities from the Fiber Meet point shall indicate the Fiber Meet point as the originating point for the facility.
- 3.4.4 Upon verbal notification by BHN, AT&T shall allow BHN access to the fusion splice point for the Fiber Meet point for maintenance purposes on BHN's side of the Fiber Meet point.
- 3.4.5 Neither Party shall charge the other for its Local Channel portion of the Fiber Meet facility used exclusively for Local Traffic. All other appropriate charges will apply. BHN shall be billed for a mixed use of the Local Channel as set forth in the appropriate tariff(s) using the PIU/PLF factors supplied by BHN. Charges for switched and special access services shall be billed in accordance with the applicable access service tariff.

#### 4. **INTERCONNECTION TRUNK GROUP ARCHITECTURES**

- 4.1 AT&T and BHN shall establish interconnecting trunk groups and trunk group configurations between networks, including the use of one-way or two-way trunks in accordance with the following provisions set forth in this Agreement. For trunking purposes, traffic will be routed based on the digits dialed by the originating end user and in accordance with the LERG.
- 4.2 BHN shall establish an interconnection trunk group(s) to at least one AT&T access tandem within the LATA for the delivery of BHN's originated Local Traffic and for the receipt and delivery of Transit Traffic. To the extent BHN desires to deliver Local Traffic and/or Transit Traffic to AT&T access tandems within the LATA, other than the tandems(s) to which BHN has established interconnection trunk groups, BHN shall order Multiple Tandem Access, as described in this Attachment, to such other AT&T access tandems.
- 4.2.1 Notwithstanding the forgoing, BHN shall establish an interconnection trunk group(s) to all AT&T access and local tandems in the LATA where BHN has homed (i.e. assigned) its NPA/NXXs. BHN shall home its NPA/NXXs on the AT&T tandems that serve the exchange rate center areas to which the NPA/NXXs are assigned. The specified exchange rate center assigned to each AT&T tandem is defined in the LERG. BHN shall enter its NPA/NXX access and/or local tandem homing arrangements into the LERG.
- 4.3 Switched access traffic will be delivered to and from Interexchange Carriers (IXCs) based on BHN's NXX access tandem homing arrangement as specified by BHN in the LERG.
- 4.4 Any BHN interconnection request that (1) deviates from the interconnection trunk group architectures as described in this Agreement, (2) affects traffic delivered to BHN from a AT&T switch, and (3) requires special AT&T switch translations and other network modifications will require BHN to submit a Bona Fide Request (BFR) via the BFR Process as set forth in this Agreement.
- 4.5 Recurring and non-recurring rates associated with interconnecting trunk groups between AT&T and BHN are set forth in Exhibit A. To the extent a rate for a service purchased by BHN and associated with the interconnecting trunk group is not set forth in Exhibit A, the rates shall be as set forth in the appropriate AT&T interstate and intrastate tariffs for switched access services. To the extent a rate for a service requested by AT&T or BHN, and associated with the interconnecting trunk group is not set forth in Exhibit A, the Parties shall amend the Agreement to include rates, terms, and conditions for such service.
- 4.6 BHN shall be responsible for ordering any two-way trunks carrying Transit Traffic.
- 4.7 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 4.8 In cases where BHN is also an IXC, the IXC's Feature Group D (FG D) trunk group(s) must remain separate from the local interconnection trunk group(s).

4.9 Each Party shall order interconnection trunks and trunk group including trunk and trunk group augmentations via the ASR process. A Firm Order Confirmation (FOC) shall be returned to the ordering Party, after receipt of a valid, error free ASR, within the timeframes set forth in each state's applicable Performance Measures. The ordering party shall be timely notified in the event that an ASR is deemed to be invalid. In addition, the receiving Party will issue a Design Layout Record ("DLR"), if appropriate, to the ordering Party within the same timeframe as the FOC is returned if the Party has a mechanized receipt process. If the FOC and/or the DLR are not received within each state's applicable timeframe, then both Parties agree to escalate within the respective network and operations organizations as appropriate. Notwithstanding the foregoing, blocking situations and projects shall be managed through AT&T's Local Interconnection Switching Center (LISC) Project Management Group and BHN's equivalent trunking group, and FOCs for such orders shall be returned in the timeframes applicable to the project. A project is defined as (1) a new trunk group or (2) a request for more than 192 trunks on a single or multiple group(s) in a given AT&T local calling area, or (3) new switch deployments for switches deployed by either Party. The Parties agree to jointly plan and coordinate new projects.

4.10 **Interconnection Trunk Groups for Exchange of Local Traffic and Transit Traffic**

Upon mutual agreement of the Parties in a joint planning meeting, the Parties' shall exchange Local Traffic on two-way interconnection trunk group(s) with the quantity of trunks being mutually determined and the provisioning being jointly coordinated. Furthermore, the Parties shall agree upon the IP(s) for two-way interconnection trunk groups transporting both Parties' Local Traffic. BHN shall order such two-way trunks via the Access Service Request (ASR) process. AT&T will use the Trunk Group Service Request (TGSR) to request changes in trunking. Furthermore, semi-annually the Parties shall jointly review trunk performance and AT&T shall assist in the development of BHN's trunking forecast.. The Parties' use of two-way interconnection trunk groups for the transport of Local Traffic between the Parties does not preclude either Party from establishing additional one-way interconnection trunks for the delivery of its originated Local Traffic to the other Party.

4.10.1 **AT&T Access Tandem Interconnection**

AT&T access tandem interconnection at a single access tandem provides access to those end offices subtending that access tandem ("Intratandem Access"). Access tandem interconnection is available for any of the following access tandem architectures.

4.10.1.1 **Basic Architecture**

In the basic architecture, BHN's originating Local Traffic and originating and terminating Transit Traffic is transported on a single two-way trunk group between BHN and AT&T access tandem(s) within a LATA to provide Intratandem Access. This trunk group carries Transit Traffic between BHN and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers

that have a Meet Point Billing arrangement with AT&T, and other network providers with which BHN desires to exchange traffic. This trunk group also carries BHN originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. For billing identification purposes, the Parties agree to hand off Calling Party Number (CPN) where technically feasible. AT&T originated Local Traffic is transported on a separate single one-way trunk group terminating to BHN. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The basic Architecture is illustrated in Exhibit B.

#### 4.10.1.2 **One-Way Trunk Group Architecture**

In one-way trunk group architecture, the Parties interconnect using three separate trunk groups. A one-way trunk group provides Intratandem Access for BHN-originated Local Traffic destined for AT&T end-users. A second one-way trunk group carries AT&T-originated Local Traffic destined for BHN end-users.

4.10.1.2.1 A two-way trunk group provides Intratandem Access for BHN's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between BHN and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which BHN desires to exchange traffic. This trunk group also carries BHN originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem.

4.10.1.2.2 Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The one-way trunk group architecture is illustrated in Exhibit C.

#### 4.10.1.3 **Two-Way Trunk Group Architecture**

The two-way trunk group Architecture establishes one two-way trunk group to provide Intratandem Access for the exchange of Local Traffic between BHN and AT&T. In addition, a separate two-way transit trunk group must be established for BHN's originating and terminating Transit Traffic. This trunk group carries Transit Traffic between BHN and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which BHN desires to exchange traffic. This trunk group also carries BHN originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Upon prior notification, AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to BHN. Other trunk groups for operator services, directory

assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The two-way trunk group architecture is illustrated in Exhibit D.

#### 4.10.1.4 **Supergroup Architecture**

The Parties may establish a supergroup architecture. In the supergroup architecture, the Parties' Local Traffic and BHN's Transit Traffic are exchanged on a single two-way trunk group between BHN and AT&T to provide Intratandem Access to BHN. This trunk group carries Transit Traffic between BHN and Independent Companies, Interexchange Carriers, other CLECs, CMRS providers that have a Meet Point Billing arrangement with AT&T, and other network providers with which BHN desires to exchange traffic. This trunk group also carries BHN originated Transit Traffic transiting a single AT&T access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Upon prior notification, AT&T originated traffic may, in order to prevent or remedy traffic blocking situations, be transported on a separate single one-way trunk group terminating to BHN. Other trunk groups for operator services, directory assistance, emergency services and intercept must be established pursuant to the applicable AT&T tariff if service is requested. The LERG contains current routing and tandem serving arrangements. The supergroup architecture is illustrated in Exhibit E.

#### 4.10.1.5 Multiple Tandem Access Interconnection

4.10.1.5.1 Where BHN does not choose access tandem interconnection at every AT&T access tandem within a LATA, BHN may utilize AT&T's multiple tandem access interconnection (MTA). To utilize MTA BHN must establish an interconnection trunk group(s) at a AT&T access tandem through multiple AT&T access tandems within the LATA as required. AT&T will route BHN's originated Local Traffic for LATA wide transport and termination. BHN must also establish an interconnection trunk group(s) at all AT&T access tandems where BHN NXXs are homed as described in Section 4.2.1 above. If BHN does not have NXXs homed at any particular AT&T access tandem within a LATA and elects not to establish an interconnection trunk group(s) at such AT&T access tandem, BHN can order MTA in each AT&T access tandem within the LATA where it does have an interconnection trunk group(s) and AT&T will terminate BHN's Local Traffic to end-users served through those AT&T access tandems where BHN does not have an interconnection trunk group(s).

4.10.1.5.2 BHN may also utilize MTA to route its originated Transit Traffic; provided, however, that MTA may not be utilized to route switched access traffic that transits the AT&T network to an Interexchange Carrier (IXC). Switched access traffic originated by or terminated to BHN will be delivered to and from IXCs based on BHN's NXX access tandem homing arrangement as specified by BHN in the LERG.

4.10.1.5.3 Compensation for MTA shall be at the applicable tandem switching and transport charges specified in Exhibit A to this Attachment and shall be billed in addition to any Call Transport and Termination charges.

4.10.1.5.4 To the extent BHN does not purchase MTA in a LATA served by multiple access tandems, BHN must establish an interconnection trunk group(s) to every access tandem in the LATA to serve the entire LATA. To the extent BHN routes its traffic in such a way that utilizes AT&T's MTA service without properly ordering MTA, BHN shall pay AT&T the associated MTA charges.

#### 4.10.2 **Local Tandem Interconnection**

4.10.2.1 Local Tandem Interconnection arrangement allows BHN to establish an interconnection trunk group(s) at AT&T local tandems for: (1) the delivery of BHN-originated Local Traffic transported and terminated by AT&T to AT&T end offices served by those AT&T local tandems, and (2) for local Transit Traffic transported by AT&T for third party network providers who have also established an interconnection trunk group(s) at those AT&T local tandems.

4.10.2.2 When a specified local calling area is served by more than one AT&T local tandem, BHN must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, BHN may choose to establish an interconnection trunk group(s) at the AT&T local tandems where it has no NPA/NXX codes homed. BHN may deliver Local Traffic to a "home" AT&T local tandem that is destined for other AT&T or third party network provider end offices subtending other AT&T local tandems in the same local calling area where BHN does not choose to establish an interconnection trunk group(s). It is BHN's responsibility to enter its own NPA/NXX local tandem homing arrangements into the LERG either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to BHN's codes. Likewise, each Party BHN shall obtain its routing information from the LERG.

4.10.2.3 Notwithstanding establishing an interconnection trunk group(s) to AT&T's local tandems, BHN must also establish an interconnection trunk group(s) to AT&T access tandems within the LATA on which BHN has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. AT&T shall not switch SWA traffic through more than one AT&T access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the AT&T access tandem for completion.

#### 4.10.3 **Direct End Office-to-End Office Interconnection**

4.10.3.1 Direct End Office-to-End Office one-way or two-way interconnection trunk groups allow for the delivery of a Party's originating Local Traffic and ISP-bound Traffic to the terminating Party on a direct end office-to-end office basis.

4.10.3.2 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

- 4.10.3.2.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure delivery of traffic between BHN and AT&T.
- 4.10.3.2.2 Traffic Volume – The Parties agree to monitor the amount of tandem routed traffic between BHN’s switch and a AT&T end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three (3) consecutive months, the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month for three (3) consecutive months. In the case of one-way trunking, additional facilities and trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.
- 4.10.3.2.3 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

4.10.4 **Transit Traffic Trunk Group**

Transit Traffic trunks can either be two-way trunks or two one-way trunks ordered by BHN to deliver and receive Transit Traffic. Establishing Transit Traffic trunks at AT&T access and local tandems provides Intratandem Access to the third parties also interconnected at those tandems.

4.10.4.1 **Toll Free Traffic**

- 4.10.4.1.1 If BHN chooses AT&T to perform the Service Switching Point (“SSP”) Function (i.e., handle Toll Free database queries) from AT&T’s switches, all BHN originating Toll Free traffic will be routed over the Transit Traffic Trunk Group and shall be delivered using GR-394 format. Carrier Code “0110” and Circuit Code (to be determined for each LATA) shall be used for all such calls.
- 4.10.4.1.2 BHN may choose to perform its own Toll Free database queries from its switch. In such cases, BHN will determine the nature (local/intraLATA/interLATA) of the Toll Free call (local/IntraLATA/InterLATA) based on the response from the database. If the call is a AT&T local or intraLATA Toll Free call, BHN will route the post-query local or IntraLATA converted ten-digit local number to AT&T over the local or intraLATA trunk group. If the call is a third party (ICO, IXC, CMRS or other CLEC) local or intraLATA Toll Free call, BHN will route the post-query local or intraLATA converted ten-digit local number to AT&T over the Transit Traffic Trunk Group and BHN shall provide to AT&T a Toll Free billing record when appropriate. If the query reveals the call is an interLATA Toll Free call, BHN will route the post-query interLATA Toll Free call (1) directly from its switch for carriers interconnected with its network or (2) over the Transit Traffic Trunk Group to carriers that are not directly connected to BHN’s network but that are connected to AT&T’s access tandem.
- 4.10.5 All post-query Toll Free calls for which BHN performs the SSP function, if delivered to AT&T, shall be delivered using GR-394 format for calls destined to



IXCs, and GR-317 format for calls destined to end offices that directly subtend a AT&T access tandem within the LATA.

**5. NETWORK DESIGN AND MANAGEMENT FOR INTERCONNECTION**

- 5.1 Network Management and Changes. The Parties will exchange toll-free twenty-four (24) hour maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.
- 5.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. GR-00499-CORE. Where BHN chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling (“SS7”), SS7 connectivity is required between the BHN switch and the AT&T Gateway Signaling Transfer Point (“GSTP”). AT&T will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in TR73554, the AT&T Guidelines to Technical Publication, GR-000905-CORE. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 5.2.1 AT&T will make available to BHN, as needed, 64 Kbps Clear Channel Capability (“64K CCC”) trunks. Upon receipt of the BHN’s initial forecast of 64K CCC quantities, the Parties will begin joint planning for the engineering, procurement, and installation of the segregated 64K CCC Local Interconnection Trunk Groups, and the associated Bipolar 8 Zero Substitution (B8ZS) ESF facilities, for the sole purpose of transmitting 64K CCC data calls between BHN and AT&T. In no case will these trunks be used for voice calls. Where such trunks and/or additional equipment is required, such equipment and trunks will be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for IXC, CLEC, or AT&T internal customer demand for 64K CCC trunks. Where technically feasible and by mutual agreement, these trunks will be established as two-way.
- 5.2.2 At BHN’s request AT&T will engineer all interconnection trunks between AT&T and BHN to a 6 dB of digital pad configuration. AT&T and BHN will cooperatively work to identify and convert all existing interconnection trunks to a 6 dB of digital pad configuration. BHN will waive any claims, damages, actions or causes of action that may result or result from the use of a 6 dB of digital pad configuration for interconnection trunks between AT&T and BHN. Further, BHN shall indemnify AT&T in regards to all claims, damages, action or causes of action brought by any third party that may result or result from the use of a 6dB of digital pad configuration for interconnection trunks between AT&T and BHN.
- 5.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party

provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or Affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

5.3.1 A Designed blocking Objective (DBO) of one half of one percent (.005) during the Average Time Consistent Busy Hour (TCBH) for final trunk groups between a BHN end office and a AT&T access tandem carrying traffic subject to meet point billing shall be maintained. All other final trunk groups are to be engineered with a DBO of one- percent (.01) during the Average TCBH.

5.4 Network Management Controls. Both Parties will work cooperatively to apply sound network management principles by invoking appropriate network management controls (e.g., call gapping or other methods) to alleviate or prevent network congestion.

5.5 SS7 Signaling. Both Parties will utilize LEC-to-LEC SS7 Signaling, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All SS7 signaling parameters will be provided, including but not limited to automatic number identification (“ANI”), originating line information (“OLI”) calling company category and charge number. All privacy indicators will be honored, and the Parties will exchange Transactional Capabilities Application Part (“TCAP”) messages to facilitate full interoperability of SS7-based features between the respective networks. Neither Party shall alter the SS7 parameters, or be a party to altering such parameters, or knowingly pass SS7 parameters that have been altered in order to circumvent appropriate interconnection charges.

5.6 Signaling Call Information. AT&T and BHN will send and receive 10 digits for Local Traffic. Additionally, AT&T and BHN will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

#### 5.7 **Forecasting for Trunk Provisioning**

5.7.1 The Parties shall work cooperatively to manage the capacity of Local Interconnection Trunk Groups. Either Party may send the other an error-free ASR to initiate changes to the Local Interconnection Trunk Groups that the ordering Party controls based on the ordering Party’s capacity assessment. BHN shall provide revised trunk forecasts for all one-way (1-way) and two-way (2-way) trunk groups every six (6) months. BHN agrees to provide an initial interconnection trunk group forecast for each new LATA in which it plans to provide service within AT&T’s region. Upon receipt of BHN’s forecast, the Parties shall conduct a joint planning meeting to finalize a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed “Confidential Information” under the General Terms and Conditions of this Agreement.

5.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, BHN-to-AT&T one-way trunks (“BHN Trunks”), AT&T-to-BHN one-way trunks (“Reciprocal Trunks”) and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties’ Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.

5.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location (“ACTL”), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for BHN location and AT&T location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

5.7.2 The Parties shall use commercially reasonable efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 5.7.1.1.

5.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

## 5.8 **Trunk Utilization**

5.8.1 AT&T and BHN shall monitor traffic on each interconnection trunk group that is installed pursuant to the interconnection trunk requirements and subsequent forecasts. The Parties agree to review on a quarterly basis the capacity utilization during the most recent quarter of the traffic study period. Unless the Parties otherwise agree, if a final trunk group is under eighty percent (80%) of the CCS capacity on a monthly average basis, for each month of any three (3) consecutive month period, either Party may provide written notice to the other requesting to resize the trunk group. Upon agreement of reciprocal trunk quantities required, AT&T shall issue a reciprocal ASR. When additional capacity is required to reduce measured blocking to objective design levels, an ASR will be issued promptly upon discover of blocking by the appropriate Party. The ASR-sending Party shall note “Blocking” on the ASR. If BHN is the ASR-sending Party, then BHN will notify the AT&T Local Interconnection Service Center Project Manager. If AT&T is the ASR-sending Party, then AT&T will notify the designated BHN representative. In all cases, grade of service objectives shall be maintained. The Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.

5.8.1.1 If any reciprocal trunk group is underutilized pursuant to section 5.8.1 above, AT&T's Local Interconnection Switching Center ("LISC") project manager will notify BHN regarding the number of trunks that AT&T wishes to disconnect. AT&T's project manager will call BHN's designated interface, and provide the supporting information either by email or facsimile to the designated BHN interface. BHN shall provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting additional traffic that it is to bring onto the trunk group. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which BHN expects to need such trunks. AT&T's LISC Project Manager and Circuit Capacity Manager will discuss the new information with BHN to determine if agreement can be reached on the number of trunks to be removed. Both Parties shall make good faith efforts to reach agreement on the number of trunks to be disconnected up to and including escalation to, and resolution by, the appropriate company Vice President and/or Engineering Vice President within 30 days. By so agreeing to this escalation process for excess trunk disconnection, neither Party forfeits its right to pursue additional dispute resolution pursuant to the General Terms and Conditions of this agreement.

5.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

## **6. LOCAL DIALING PARITY**

6.1 AT&T and BHN shall provide local and toll dialing parity, as defined in FCC rules and regulations, with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call.

## **7. INTERCONNECTION COMPENSATION**

### **7.1 Compensation for Call Transportation and Termination for Local Traffic and ISP-bound Traffic**

7.1.1 For reciprocal compensation between the Parties pursuant to this Attachment and pursuant to the Parties Agreement on Sections 7.3 through 7.3.5 and Sections 3.3 through 3.3.2 of this Attachment, Local Traffic is defined as any circuit switched call that is originated by an end user of one Party and terminated to an end user of the other Party within a given LATA on that other Party's network, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body.

7.1.1.1 Additionally, Local Traffic includes any cross boundary, voice-to-voice intrastate, interLATA or interstate, interLATA calls established as a local call by the ruling regulatory body.

7.1.2 ISP-bound Traffic is defined as calls to an information service provider or Internet service provider ("ISP") that are dialed by using a local dialing pattern (7 or 10 digits) by a calling party in one LATA to an ISP server or modem in the same

LATA. ISP-bound traffic is subject to compensation to the extent provided by the FCC in its *Order on Remand and Report and Order*, CC Docket Nos. 96-98, FCC 01-31 (released April 27, 2001) (“ISP Remand Order”).

7.1.3 Notwithstanding the definitions of Local Traffic and ISP-bound traffic above, and pursuant to the FCC’s Order on Remand and Report and Order in CC Docket 99-68 released April 27, 2001 (“ISP Order on Remand”), AT&T and BHN agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to AT&T or BHN that exceeds a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered ISP-bound traffic for compensation purposes. AT&T and BHN further agree to the rebuttable presumption that all combined circuit switched Local and ISP-bound Traffic delivered to AT&T or BHN that does not exceed a 3:1 ratio of terminating to originating traffic on a statewide basis shall be considered Local Traffic for compensation purposes.

7.1.4 Neither Party shall pay compensation to the other Party for per minute of use rate elements associated with the Call Transport and Termination of Local Traffic or ISP-bound Traffic.

7.1.4.1 The elemental rates set forth in Exhibit A of this Agreement shall apply throughout the term of this Agreement for Multiple Tandem Access, as described in Section 4.10.1.5 above, and Transit Traffic, as described in Section 7.6 below.

7.1.5 Neither Party shall represent Switched Access Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

7.1.6 If BHN assigns NPA/NXXs to specific AT&T rate centers within the LATA and assigns numbers from those NPA/NXXs to BHN end users physically located outside of that LATA, AT&T traffic originating from within the LATA where the NPA/NXXs are assigned and delivered to a BHN customer physically located outside of such LATA, shall not be deemed Local Traffic. Further, BHN agrees to identify such interLATA traffic to AT&T and to compensate AT&T for originating and transporting such interLATA traffic to BHN at AT&T’s switched access tariff rates. This section is not intended to conflict with the definition of Local Traffic set forth in Section 7.1.1 above.

7.2 If BHN does not identify such interLATA traffic to AT&T, to the best of AT&T’s ability AT&T will determine which whole BHN NPA/NXXs on which to charge the applicable rates for originating network access service as reflected in AT&T’s Access Service Tariff. AT&T shall make appropriate billing adjustments if BHN can provide sufficient information for AT&T to determine whether or not said traffic is Local Traffic.

### 7.3 **Jurisdictional Reporting**

7.3.1 **Percent Local Use.** Each Party shall report to the other a Percent Local Usage (“PLU”) factor. The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding Transit Traffic. Each Party shall update its PLU on the first of January, April,

July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month based on local usage for the past three months ending the last day of December, March, June and September, respectively. Requirements associated with PLU calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide which can be found at the following web site:

<http://interconnection.AT&T.com/guides/ixc/pdf/factgu.pdf>. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 7.3.2 **Percent Local Facility.** Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in AT&T's Jurisdictional Factors Reporting Guide which can be found at the following web site:

<http://interconnection.AT&T.com/guides/ixc/pdf/factgu.pdf>.

- 7.3.3 **Percent Interstate Usage.** Each Party shall report to the other the projected Percent Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in AT&T's Intrastate Access Services Tariff will apply to BHN. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factors, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 7.3.4 Notwithstanding the provisions in Section 7.3.1, 7.3.2, and 7.3.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall

notify the originating Party at least 15 days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 7.3.5 below.

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

#### 7.4 **Compensation for 8XX Traffic**

- 7.4.1 Compensation for 8XX Traffic. Each Party shall pay the other the appropriate switched access charges set forth in the billing Parties' intrastate or interstate switched access tariffs. Each Party will pay the other Party the database query charge as set forth in the billing Parties' intrastate or interstate switched access tariffs as applicable.
- 7.4.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format.
- 7.4.3 8XX Access Screening. AT&T's provision of 8XX Toll Free Dialing ("TFD") to BHN requires interconnection from BHN to AT&T's 8XX Signal Channel Point ("SCP"). Such interconnections shall be established pursuant to AT&T's Common Channel Signaling Interconnection Guidelines and Telcordia's CCS Network Interface Specification document, TR-TSV-000905. If BHN requires 8XX 10 digit screening from AT&T, then BHN shall establish SS7 interconnection at the AT&T Local Signal Transfer Points serving the AT&T 8XX SCPs that BHN desires to query. The terms and conditions for 8XX TFD are set out in AT&T's Intrastate Access Services Tariff.

#### 7.5 **Mutual Provision of Switched Access Service**

- 7.5.1 Switched Access Traffic. Switched Access Traffic is described as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes, but is not limited to, the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free access (e.g., 8XX), 900 access and their successors. Additionally, any Public Switched Telephone

Network interexchange telecommunications traffic, regardless of transport protocol method, where the originating and terminating points, end-to-end points, are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Irrespective of transport protocol method used, a call which originates in one LATA and terminates in another LATA (i.e., the end-to-end points of the call) or in which the Parties' Switched Access Services are used for the origination or termination of the call, shall not be considered Local Traffic or ISP-bound Traffic.

- 7.5.2 Neither BHN nor AT&T anticipate that they will provide Interexchange Service to the other Party's end users. In the event a Party offers stand-alone Interexchange Service to the other Party's end users, charges for such service shall be governed by applicable tariffs."
- 7.5.3 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the terminating Party's tariff, as appropriate.
- 7.5.4 When BHN's end office switch provides an access service connection to or from an interexchange carrier ("IXC") by a direct trunk group to the IXC utilizing AT&T facilities, each Party will provide its own access services to the IXC and bill on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by BHN as the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) guidelines to establish meet point billing for all applicable traffic. The parties shall utilize a thirty (30) day billing period.
- 7.5.4.1 When BHN's end office subtends the AT&T Access Tandem switch for receipt or delivery of switched access traffic and provides an access service connection to or from an IXC via AT&T's Access Tandem switch, AT&T, as the tandem company agrees to provide to BHN, as the End Office Company, as defined in MECAB, at no charge, all the switched access detail usage data, recorded at the access tandem, within no more than sixty (60) days after the recording date. Each Party will timely notify the other when it is not feasible to meet these requirements. As business requirements change, data reporting requirements may be modified as necessary, upon the mutual agreement of the Parties, as long as MECAB requirements are maintained.
- 7.5.5 AT&T, as the tandem provider company, will retain for a minimum period of sixty (60) days past the date it provides BHN the relevant switched access detail usage data, access message detail sufficient to recreate any data that is lost or damaged by the tandem provider company or any third party involved in processing or transporting data.
- 7.5.6 AT&T, as the tandem provider company, agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by BHN or by an authorized third party handling the data.



- 7.5.7 Any claims against AT&T, as the tandem provider company, for unbillable or uncollectible revenue should be filed with the tandem provider company within 120 days of the usage date, where detail is provided within the sixty (60) day window set forth in Section 7.5.4.1 above.
- 7.5.8 AT&T, as the tandem provider company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 7.5.9 Each Party agrees not to deliver switched access traffic to the other Party for termination except over switched access trunks and facilities.
- 7.6 **Transit Traffic**
- 7.6.1 AT&T shall provide tandem switching and transport services for BHN's Transit Traffic. Rates for local Transit Traffic and ISP-bound Transit Traffic shall be the applicable Call Transport and Termination charges as set forth in Exhibit A to this Attachment. Rates for Switched Access Transit Traffic shall be the applicable charges as set forth in AT&T Interstate or Intrastate Switched Access tariffs. Billing associated with all Transit Traffic shall be pursuant to MECAB guidelines. Traffic between BHN and Wireless Type 1 third parties shall not be treated as Transit Traffic from a routing or billing perspective. Traffic between BHN and Wireless Type 2A or a third party CLEC utilizing AT&T switching shall not be treated as Transit Traffic from a routing or billing perspective until AT&T and the Wireless carrier or a third party CLEC utilizing AT&T switching (including UNE-P providers) have the capability to properly meet-point-bill in accordance with MECAB guidelines. Neither Party shall intentionally send transit traffic over the local trunks unless it has notified the other Party that the transit trunks are at capacity, or the result of misrouted traffic from a third party.
- 7.6.2 The delivery of traffic that transits the AT&T network and is transported to another carrier's network is excluded from any AT&T billing guarantees. AT&T agrees to deliver Transit Traffic to the terminating carrier; provided, however, that BHN is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the exchange of Transit Traffic through the AT&T network. AT&T will not be liable for any compensation to the terminating carrier or to BHN. In the event that the terminating third party carrier imposes on AT&T any charges or costs for the delivery of Transit Traffic, BHN shall reimburse AT&T upon receipt of billing data adequate to validate such costs. Notwithstanding the foregoing, AT&T shall make commercially reasonable efforts to avoid accepting such charges from terminating third party carriers, either under a contractual arrangement with the third party carrier or otherwise. If a call originated by BHN meets the definition of Transit Traffic pursuant to this agreement, then transit charges will apply.

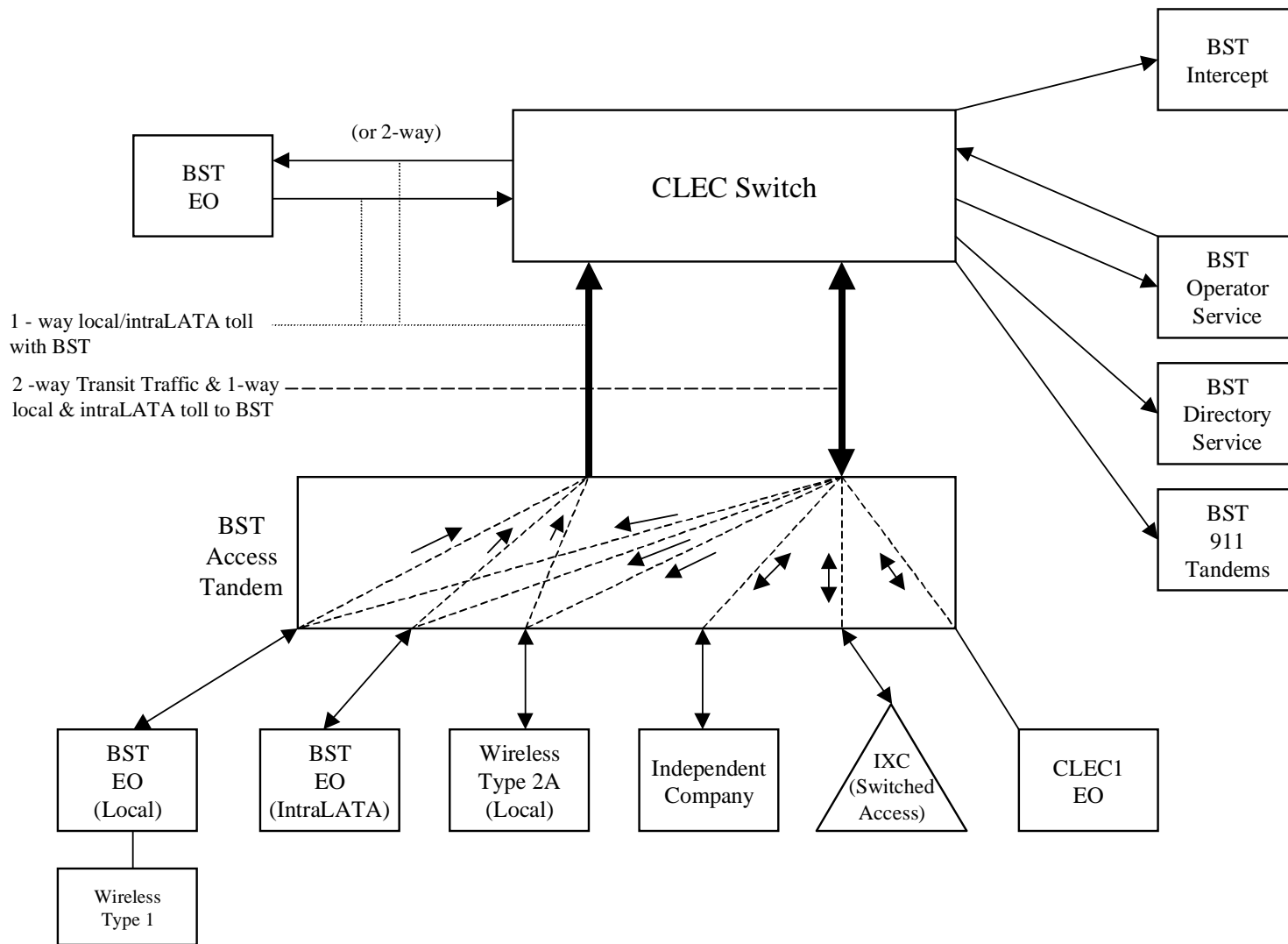
Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

**8. OPERATIONAL SUPPORT SYSTEMS (“OSS”)**

- 8.1 The terms, conditions and rates for OSS are as set forth in AT&T’s FCC Tariff for Access Service Records.

Exhibit B

# Basic Architecture



# One-Way Architecture

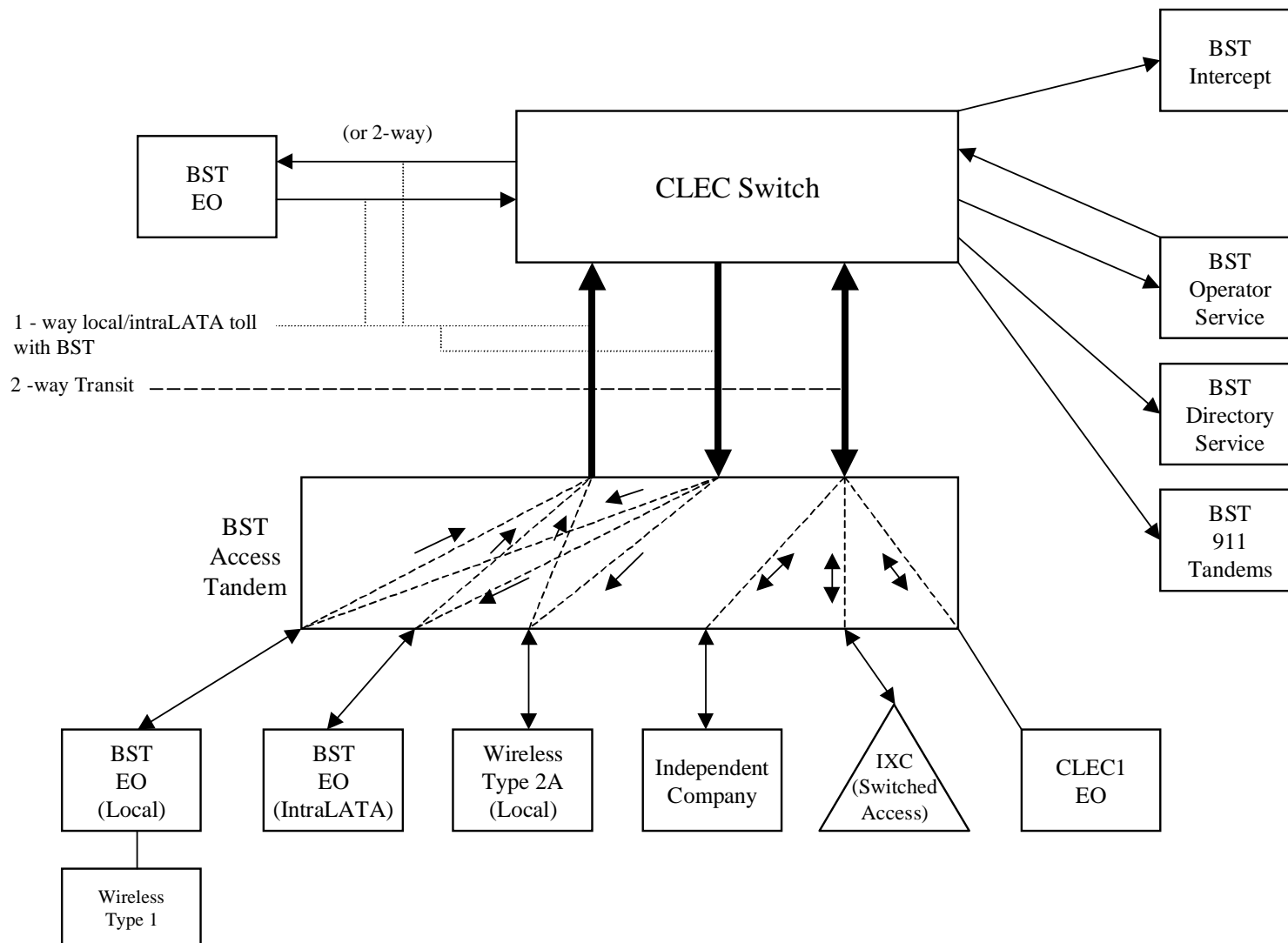


Exhibit D

# Two-Way Architecture

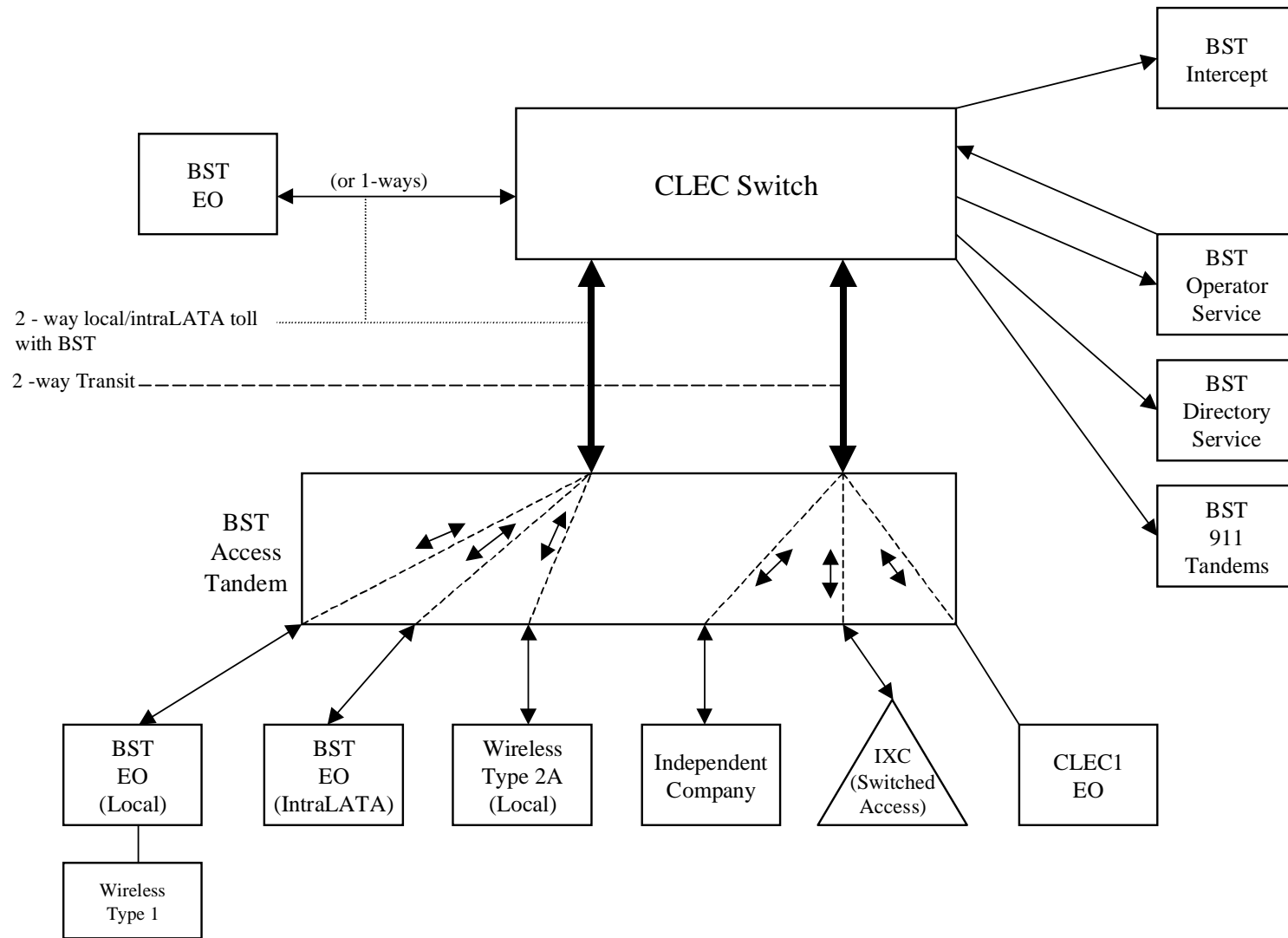
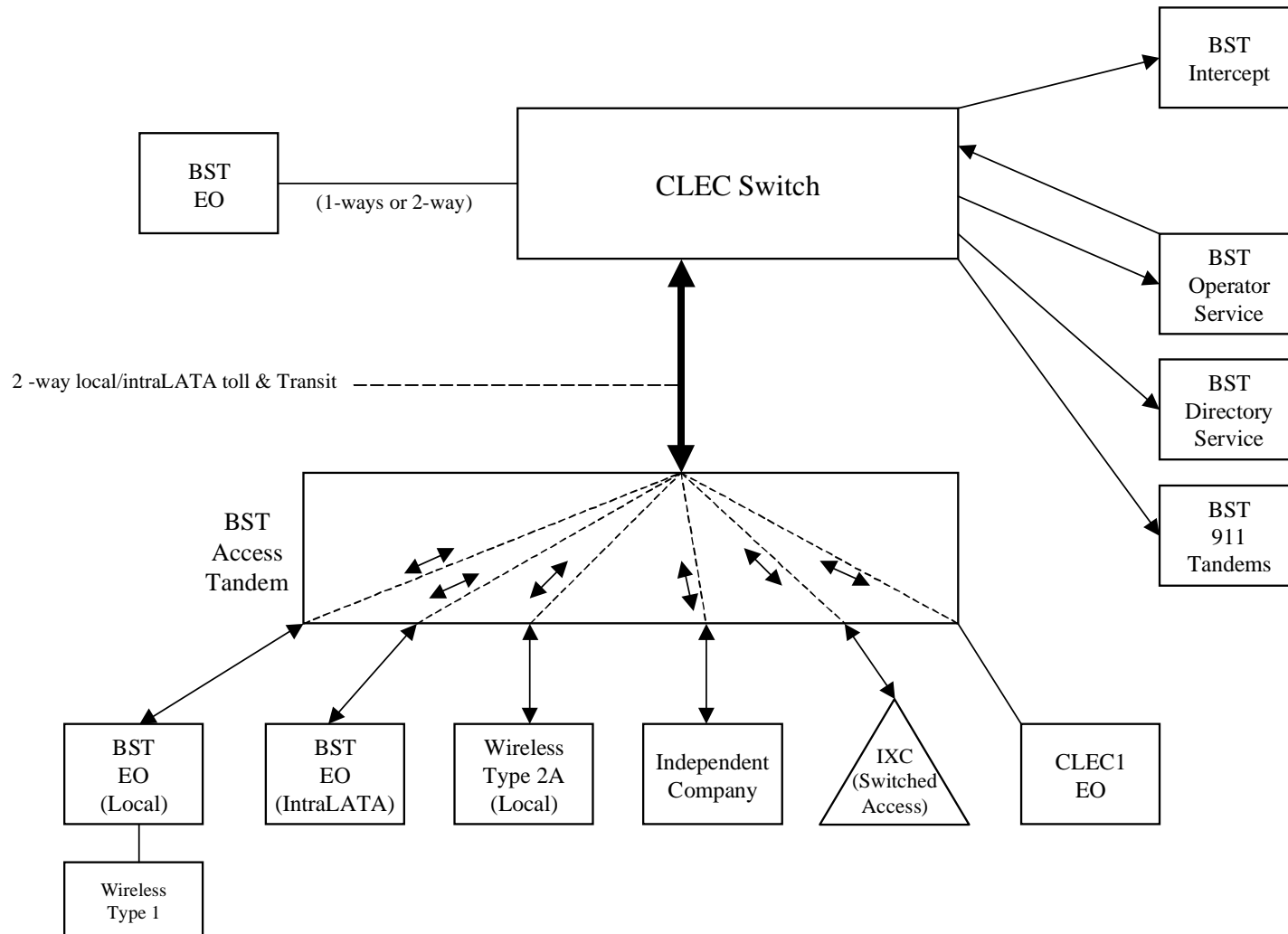


Exhibit E

# Supergroup Architecture



**DEFINITIONS  
EXHIBIT F**

**Call Termination** has the meaning set forth for “termination” in 47CFR § 51.701(d).

**Call Transport** has the meaning set forth for “transport” in 47 CFR § 51.701(c).

**Call Transport and Termination** For the purposes of Attachment 3, Call Transport and Termination is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

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

**Common (Shared) Transport** For the purposes of Attachment 3 Common (Shared) Transport is defined as the transport of the originating Party’s traffic by the terminating Party over the terminating Party’s common (shared) facilities between (1) the terminating Party’s tandem switch and end office switch, (2) between the terminating Party’s tandem switches, and/or (3) between the terminating Party’s host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide (“LERG”).

**Daily Usage File** is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from AT&T to a CLEC.

**Dedicated Interoffice Facility** For the purposes of Attachment 3, Dedicated Interoffice Facility is defined as a switch transport facility between a Party’s Serving Wire Center and the first point of switching within the LATA on the other Party’s network.

**End Office Switching** For the purposes of Attachment 3, End Office Switching is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

**Exchange Message Interface** (“EMI”) is the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.

**Fiber Meet** as described in Attachment 3, is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

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

**Interconnection Point (“IP”)** For the purposes of Attachment 3, Interconnection Point (“IP”) is the physical telecommunications equipment interface that interconnects the networks of AT&T and BHN.

**ISP-bound Traffic** is as defined in Attachment 3, Section 7 of this Agreement.

**Local Channel** For the purposes of Attachment 3, Local Channel is defined as a switched transport facility between a Party’s Interconnection Point and the IP’s Serving Wire Center.

**Local Traffic** is as defined in Attachment 3, of this Agreement.

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

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

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

**Percent of Interstate Usage (“PIU”)** is as described in Attachment 3.

**Percent Local Usage (“PLU”)** is as described in Attachment 3.

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

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

**Serving Wire Center** For the purposes of Attachment 3, Serving Wire Center (“SWC”) is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

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

**Signaling links** are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps



transmission paths between BHN designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a AT&T Signal Transfer Point.

**Tandem Switching** For the purposes of Attachment 3, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching.

**Transit Traffic** For the purposes of Attachment 3, Transit Traffic is traffic originating on BHN's network that is switched and/or transported by AT&T and delivered to a third party's network, or traffic originating on a third party's network that is switched and/or transported by AT&T and delivered to BHN's network.

LOCAL INTERCONNECTION - Alabama											Att: 3 Exh: A					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>																
NOTE: "bk" beside a rate indicates that the Parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
<b>TANDEM SWITCHING</b>																
	Tandem Switching Function Per MOU					0.0004980bk										
	Multiple Tandem Switching, per MOU (applies to initial tandem only)					0.0004980										
	Tandem Intermediary Charge, per MOU*					0.0025										
* This charge is applicable only to transit traffic and is applied in addition to applicable switching and/or interconnection charges.																
<b>TRUNK CHARGE</b>																
	Installation Trunk Side Service - per DS0			OHD	TPP6X		21.56bk	8.12bk								
	Installation Trunk Side Service - per DS0			OHD	TPP9X		21.56bk	8.12bk								
	Dedicated End Office Trunk Port Service-per DS0**			OHD	TDEOP	0.00										
	Dedicated End Office Trunk Port Service-per DS1**			OH1	OH1MS	TDE1P	0.00									
	Dedicated Tandem Trunk Port Service-per DS0**			OHD	TDWOP	0.00										
	Dedicated Tandem Trunk Port Service-per DS1**			OH1	OH1MS	TDW1P	0.00									
** This rate element is recovered on a per MOU basis and is included in the End Office Switching and Tandem Switching, per MOU rate elements																
<b>COMMON TRANSPORT (Shared)</b>																
	Common Transport - Per Mile, Per MOU					0.0000023bk										
	Common Transport - Facilities Termination Per MOU					0.0003224bk										
<b>LOCAL INTERCONNECTION (DEDICATED TRANSPORT)</b>																
<b>INTEROFFICE CHANNEL - DEDICATED TRANSPORT</b>																
	Interoffice Channel - Dedicated Transport - 2-Wire Voice Grade - Per Mile per month			OHM	1L5NF	0.008838bk										
	Interoffice Channel - Dedicated Transport- 2- Wire Voice Grade - Facility Termination per month			OHM	1L5NF	21.13bk	40.54bk	27.41bk	16.74bk	6.90bk						
	Interoffice Channel - Dedicated Transport - 56 kbps - per mile per month			OHM	1L5NK	0.008838bk										
	Interoffice Channel - Dedicated Transport - 56 kbps - Facility Termination per month			OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.90bk						
	Interoffice Channel - Dedicated Transport - 64 kbps - per mile per month			OHM	1L5NK	0.008838bk										
	Interoffice Channel - Dedicated Transport - 64 kbps - Facility Termination per month			OHM	1L5NK	15.12bk	40.54bk	27.41bk	16.74bk	6.90bk						
	Interoffice Channel - Dedicated Channel - DS1 - Per Mile per month			OH1, OH1MS	1L5NL	0.18bk										
	Interoffice Channel - Dedicated Transport - DS1 - Facility Termination per month			OH1, OH1MS	1L5NL	60.16bk	89.27bk	81.81bk	16.35bk	14.44bk						
	Interoffice Channel - Dedicated Transport - DS3 - Per Mile per month			OH3, OH3MS	1L5NM	4.09bk										
	Interoffice Channel - Dedicated Transport - DS3 - Facility Termination per month			OH3, OH3MS	1L5NM	703.52bk	278.75bk	162.76bk	60.20bk	58.46bk						
<b>LOCAL CHANNEL - DEDICATED TRANSPORT</b>																
	Local Channel - Dedicated - 2-Wire Voice Grade per month			OHM	TEFV2	13.97bk	193.10bk	33.17bk	36.64bk	3.20bk						
	Local Channel - Dedicated - 4-Wire Voice Grade per month			OHM	TEFV4	14.93bk	193.53bk	33.60bk	37.11bk	3.67bk						
	Local Channel - Dedicated - DS1 per month			OH1	TEFHG	35.76bk	177.47bk	153.72bk	22.19bk	15.26bk						
	Local Channel - Dedicated - DS3 Facility Termination per month			OH3	TEFHJ	416.54bk	451.52bk	263.94bk	119.49bk	83.58bk						
<b>LOCAL INTERCONNECTION MID-SPAN MEET</b>																
	Local Channel - Dedicated - DS1 per month			OH1MS	TEFHG	0.00	0.00									
	Local Channel - Dedicated - DS3 per month			OH3MS	TEFHJ	0.00	0.00									
<b>MULTIPLEXERS</b>																
	Channelization - DS1 to DS0 Channel System			OH1, OH1MS	SATN1	101.06	91.04	62.57	10.54	9.79						
	DS3 to DS1 Channel System per month			OH3, OH3MS	SATNS	166.13	178.14	93.97	33.26	31.63						
	DS3 Interface Unit (DS1 COC) per month			OH1, OH1MS	SATCO	12.70	6.58	4.72								
Notes: If no rate is identified in the contract, the rates, terms, and conditions for the specific service or function will be as set forth in applicable BellSouth tariff.																
<b>SIGNALING (CCS7)</b>																
NOTE: "bk" beside a rate indicates that the parties have agreed to bill and keep for that element pursuant to the terms and conditions in Attachment 3.																
	CCS7 Signaling Connection, Per DS3 level link (B link) (also known as D link)			UDB	TPP9B	15.46	35.53	35.53	16.44	16.44						
	CCS7 Signaling Usage Surrogate, per link per LATA			UDB	STU56	650.33bk										
	CCS7 Signaling Point Code, per Originating Point Code Establishment or Change, per STP affected			UDB	CCAPO		29.01	29.01	35.57	35.57						

**Attachment 4**

**Physical Collocation**

## AT&T

### PHYSICAL COLLOCATION

#### 1. Scope of Attachment

- 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when BHN is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. AT&T Premises include AT&T Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by AT&T. However, if the Premises occupied by AT&T is leased by AT&T from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
- 1.2 Right to Occupy. AT&T shall offer to BHN collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, AT&T will allow BHN to occupy that certain area designated by AT&T within a AT&T Premises, or on AT&T property upon which the AT&T Premises is located, of a size which is specified by BHN and agreed to by AT&T (hereinafter "Collocation Space"). The necessary rates, terms and conditions for AT&T locations other than AT&T Premises shall be negotiated upon request for collocation at such location(s).
- 1.2.1 Neither AT&T nor any of AT&T's affiliates may reserve space for future use on more preferential terms than those set forth below.
- 1.2.1.1 In all states other than Florida, the size specified by BHN may contemplate a request for space sufficient to accommodate BHN's growth within a two-year period.
- 1.2.1.2 In the state of Florida, the size specified by BHN may contemplate a request for space sufficient to accommodate BHN's growth within an eighteen (18) month period.
- 1.3 Space Allocation. AT&T shall attempt to accommodate BHN's requested preferences if any. In allocating Collocation Space, AT&T shall not materially increase BHN's cost or materially delay BHN's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service the BHN wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocater; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by AT&T or by another carrier; or (f) essential for the administration and proper

- functioning of AT&T's Premises. AT&T may segregate collocation space and require separate entrances in accordance with FCC rules.
- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, AT&T may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. BHN will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 Use of Space. BHN shall use the Collocation Space for the purposes of installing, maintaining and operating BHN's equipment (to include testing and monitoring equipment) necessary for interconnection with AT&T services and facilities or for accessing AT&T unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. BHN agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 Due Dates. If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
- 2. Space Availability Report**
- 2.1 Space Availability Report. Upon request from BHN, AT&T will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures AT&T is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
- 2.1.1 The request from BHN for a Space Availability Report must be written and must include the Premises street address, located in the Local Exchange Routing Guide and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.
- 2.1.2 AT&T will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. AT&T will make best efforts to respond in ten (10) calendar days to such a request when the request

includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If AT&T cannot meet the ten calendar day response time, AT&T shall notify BHN and inform BHN of the time frame under which it can respond.

### **3. Collocation Options**

- 3.1 Cageless. AT&T shall allow BHN to collocate BHN's equipment and facilities without requiring the construction of a cage or similar structure. AT&T shall allow BHN to have direct access to BHN's equipment and facilities. AT&T shall make cageless collocation available in single bay increments. Except where BHN's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), AT&T shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, BHN must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.
- 3.2 Caged. At BHN's expense, BHN may arrange with a Supplier certified by AT&T ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with AT&T's guidelines and specifications prior to starting equipment installation. AT&T will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than AT&T's standard enclosure specification, BHN and BHN's Certified Supplier must comply with the more stringent local building code requirements. BHN's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. AT&T shall cooperate with BHN and provide, at BHN's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for BHN to obtain the zoning, permits and/or other licenses. BHN's Certified Supplier shall bill BHN directly for all work performed for BHN pursuant to this Attachment and AT&T shall have no liability for nor responsibility to pay such charges imposed by the BHN's Certified Supplier. BHN must provide the local AT&T building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, AT&T will not access BHN's locked enclosure prior to notifying BHN. Upon request, AT&T shall construct the enclosure for BHN.
- 3.2.1 AT&T may elect to review BHN's plans and specifications prior to allowing construction to start to ensure compliance with AT&T's guidelines and specifications. Notification to BHN indicating AT&T's desire to execute this review will be provided in AT&T's response to the Initial Application, if BHN has indicated their desire to construct their own enclosure. If BHN's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. . AT&T shall complete its

- review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not AT&T elects to review BHN's plans and specifications, AT&T reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or AT&T's guidelines and specifications, as applicable. AT&T shall require BHN to remove or correct within seven (7) calendar days at BHN's expense any structure that does not meet these plans and specifications or, where applicable, AT&T guidelines and specifications.
- 3.3 Shared (Subleased) Caged Collocation. BHN may allow other telecommunications carriers to share BHN's caged collocation arrangement pursuant to terms and conditions agreed to by BHN ("Host") and other telecommunications carriers ("Guests") and pursuant to this section, except where the AT&T Premises is located within a leased space and AT&T is prohibited by said lease from offering such an option. BHN shall notify AT&T in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by BHN that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between AT&T and BHN.
- 3.3.1 BHN, as the Host shall be the sole interface and responsible Party to AT&T for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. AT&T shall provide BHN with a proration of the costs of the collocation space based on the number of collocators and the space used by each. In all states other than Florida, and in addition to the foregoing, BHN shall be the responsible party to AT&T for the purpose of submitting Applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C. Notwithstanding the foregoing, Guest may arrange directly with AT&T for the provision of the interconnecting facilities between AT&T and Guest and for the provision of the services and access to unbundled network elements.
- 3.3.2 BHN shall indemnify and hold harmless AT&T from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of BHN's Guests in the Collocation Space except to the extent caused by AT&T's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, AT&T will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property where physical collocation space within the Premises is legitimately

- exhausted, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by BHN and in conformance with AT&T's design and construction specifications. Further, BHN shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should BHN elect such option, BHN must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with AT&T's guidelines and specifications. AT&T will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than AT&T's standard specification, BHN and BHN's Certified Supplier must comply with the more stringent local building code requirements. BHN's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. BHN's Certified Supplier shall bill BHN directly for all work performed for BHN pursuant to this Attachment and AT&T shall have no liability for nor responsibility to pay such charges imposed by BHN's Certified Supplier. BHN must provide the local AT&T building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, AT&T shall not access BHN's locked enclosure prior to notifying BHN.
- 3.4.2 BHN must submit its plans and specifications to AT&T with its Firm Order. AT&T shall review BHN's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with AT&T's guidelines and specifications. AT&T shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. AT&T will have the right to inspect the Adjacent Arrangement during and after construction to make sure it is constructed according to the submitted plans and specifications. AT&T shall require BHN to remove or correct within seven (7) calendar days at BHN's expense any structure that does not meet these plans and specifications or, where applicable, AT&T's guidelines and specifications.
- 3.4.3 BHN shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the AT&T point of demarcation. At BHN's option, and where the local authority having jurisdiction permits, AT&T shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Louisiana, AT&T will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC. BHN's Certified Supplier shall be responsible, at BHN's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. AT&T shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.
- 3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a telecommunications carrier to interconnect with AT&T's network or to access AT&T's



- unbundled network elements for the provision of telecommunications services. AT&T will permit BHN to interconnect between its virtual or physical collocation arrangement(s) and that (those) of another collocated telecommunications carrier within the same "AT&T Premises". Both BHN's agreement and the other collocated telecommunications carrier's agreement must contain the CCXC rates, terms and conditions before AT&T will permit the provisioning of CCXCs between the two collocated carriers. BHN is prohibited from using the Collocation Space for the sole or primary purpose of cross-connecting to other collocated telecommunications carriers.
- 3.5.1 BHN must contract with a AT&T Certified Supplier to place the CCXC. The CCXC shall be provisioned using facilities owned or leased by BHN. Such cross-connections to other collocated telecommunications carriers may be made using either electrical or optical facilities. BHN shall be responsible for providing a letter of authorization (LOA), with the application, to AT&T from the other collocated telecommunications carrier to which it will be cross-connecting. The BHN-provisioned CCXC shall utilize AT&T common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used by BHN to provision the CCXC to the other collocated telecommunications carrier. In those instances where BHN's equipment and the equipment of the other collocated telecommunications carrier are located in contiguous caged Collocation Space, BHN may use its own technicians to install co-carrier cross connects using either electrical or optical facilities between the equipment of both collocated telecommunications carriers by constructing a dedicated cable support structure between the two contiguous cages. BHN shall deploy such electrical or optical cross-connections directly between its own facilities and the facilities of another collocated telecommunications carrier without being routed through AT&T's equipment. BHN shall not provision CCXC on any AT&T distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-Connect) or LGX (Light Guide Cross-Connect). BHN is responsible for ensuring the integrity of the signal.
- 3.5.2 To place an order for CCXCs, BHN must submit an application to AT&T. If no modification to the Collocation Space is requested other than the placement of CCXCs, only the CCXC Application Fee, as defined in Exhibit B, will apply. If other modifications, in addition to the placement of CCXCs, are requested, either an Initial Application or Subsequent Application Fee will apply, pursuant to Section 6.3.1 of this Attachment. AT&T will bill this nonrecurring fee on the date that it provides an Application Response to BHN.
- 4. Occupancy**
- 4.1 Occupancy. AT&T will notify BHN in writing when the Collocation Space is ready for occupancy (Space Ready Date). BHN will schedule and complete an acceptance walkthrough of the Collocation Space with AT&T within fifteen (15) calendar days of the Space Ready Date. AT&T will correct any deviations in BHN's original or jointly amended application requirements within seven (7) calendar days after the

walkthrough, unless the Parties mutually agree upon a different time frame. AT&T will then establish a new Space Ready Date. Another acceptance walkthrough will be scheduled and conducted within fifteen (15) calendar days of the new Space Ready Date. This follow-up acceptance walkthrough will be limited to only those items identified in the initial walkthrough. If BHN completes its acceptance walkthrough within the fifteen (15) calendar day interval, billing will begin upon the date of BHN's acceptance of the Collocation Space (Space Acceptance Date). In the event BHN fails to complete an acceptance walkthrough within this fifteen (15) calendar day interval, the Collocation Space shall be deemed accepted by BHN on the Space Ready Date and billing will commence from that date. If BHN decides to occupy the space prior to the Space Ready Date, the date BHN occupies the space is deemed the new Space Acceptance Date and billing will begin from that date. BHN must notify AT&T in writing by mail or email that its collocation equipment installation is complete and operational with AT&T's network. AT&T may, at its discretion, refuse to accept any orders for cross-connects until it has received such notice. For the purposes of this paragraph, BHN's telecommunications equipment will be deemed operational when it has been cross-connected to AT&T's network for the purpose of provisioning telecommunication services to its customers.

4.1 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, BHN may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. AT&T may terminate BHN's right to occupy the Collocation Space in the event BHN fails to comply with any provision of this Agreement.

4.1.1 Upon termination of occupancy, BHN at its expense shall remove its equipment and other property from the Collocation Space. BHN shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of BHN's Guests, unless BHN's Guest has assumed responsibility for the collocation space housing the Guest's equipment and executed the documentation required by AT&T prior to such removal date. BHN shall continue payment of monthly fees to AT&T until such date as BHN, and if applicable BHN's Guest has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by AT&T. Should BHN or BHN's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, AT&T shall have the right to remove the equipment and other property of BHN or BHN's Guest at BHN's expense and with no liability for damage or injury to BHN or BHN's Guest's property unless caused by the gross negligence or intentional misconduct of AT&T. Upon termination of BHN's right to occupy Collocation Space, BHN shall surrender such Collocation Space to AT&T in the same condition as when first occupied by BHN except for ordinary wear and tear, unless otherwise agreed to by the Parties. BHN or BHN's AT&T Certified Supplier shall be responsible for updating and making any necessary changes to AT&T's records including but not limited to Central Office Record Drawings and ERMA Records. BHN shall be responsible for the cost of

removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

## **5. Use of Collocation Space**

5.1 Equipment Type. AT&T permits the collocation of any type of equipment necessary for interconnection to AT&T's network or for access to AT&T's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to AT&T's network or for access to AT&T's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support CLEC network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. AT&T will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on AT&T's Premises must not place any greater relative burden on AT&T's property than comparable single-function equipment. AT&T reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, AT&T shall comply with the applicable FCC rules relating to denial of collocation based on BHN's failure to comply with this section.

5.1.3 BHN shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that BHN submits an application for terminations that exceed

- the total capacity of the collocated equipment, BHN will be informed of the discrepancy and will be required to submit a revision to the application.
- 5.2 BHN shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.3 BHN shall place a plaque or other identification affixed to BHN's equipment necessary to identify BHN's equipment, including a list of emergency contacts with tele numbers.
- 5.4 Entrance Facilities. BHN may elect to place BHN-owned or BHN-leased fiber entrance facilities into the Collocation Space. AT&T will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. BHN will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. BHN will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by AT&T, which will extend from the splice location to BHN's equipment in the Collocation Space. In the event BHN utilizes a non-metallic, riser-type entrance facility, a splice will not be required. BHN must contact AT&T for instructions prior to placing the entrance facility cable in the manhole. BHN is responsible for maintenance of the entrance facilities. At BHN's option AT&T will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless AT&T determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.4.1 Dual Entrance. AT&T will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, AT&T shall provide BHN with information regarding AT&T's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, AT&T will make the requested conduit space available for installing a second entrance facility to BHN's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of AT&T. Where dual entrance is not available due to lack of capacity, AT&T will so state in the Application Response.
- 5.4.2 Shared Use. BHN may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to BHN's collocation arrangement within the same AT&T Premises. AT&T shall allow the splice, provided that the fiber is non-working fiber. BHN must arrange with AT&T for AT&T to splice the BHN provided riser cable to the spare capacity on the entrance facility. The

- rates set forth in Exhibit C will apply. If BHN desires to allow another CLEC to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the parties.
- 5.5 Demarcation Point. AT&T will designate the point(s) of demarcation between BHN's equipment and/or network and AT&T's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to AT&T's network, the demarcation point shall be a common block on the AT&T designated conventional distributing frame (CDF). BHN shall be responsible for providing, and a supplier certified by AT&T ("Certified Supplier") shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling pursuant to Section 6. For all other terminations AT&T shall designate a demarcation point on a per arrangement basis. BHN or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. At BHN's option and expense, a Point of Termination ("POT") bay or frame may be placed in the Collocation Space, but will not serve as the demarcation point. BHN must make arrangements with a Certified Supplier for such placement.
- 5.5.1 In Tennessee, AT&T will designate the point(s) of demarcation between BHN's equipment and/or network and AT&T's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to AT&T's network, the demarcation point shall be a BHN provided Point of Termination Bay (POT Bay) in a common area within the Premises. BHN shall be responsible for providing, and a supplier certified by AT&T ("BHN's Certified Supplier") shall be responsible for installing and properly labeling, the POT Bay as well as the necessary cabling between BHN's collocation space and the demarcation point. BHN or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. AT&T will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that BHN desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.
- 5.6 BHN's Equipment and Facilities. BHN, or if required by this Attachment, BHN's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by BHN which must be performed in compliance with all applicable AT&T policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. BHN and its selected Certified Supplier must follow and comply with all AT&T requirements outlined in AT&T's TR 73503, TR 73519, TR 73572, and TR 73564.

- 5.7 AT&T's Access to Collocation Space. From time to time AT&T may require access to the Collocation Space. AT&T retains the right to access such space for the purpose of making AT&T equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). AT&T will give notice to BHN at least 48 hours before access to the Collocation Space is required. BHN may elect to be present whenever AT&T performs work in the Collocation Space. The Parties agree that BHN will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, BHN shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. BHN agrees to provide the name and social security number or date of birth or driver's license number of each employee, contractor, or agents of BHN or BHN's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by BHN and returned to AT&T Access Management within 15 calendar days of BHN's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. BHN agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of BHN employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with BHN or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 AT&T will permit one accompanied site visit to BHN's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to BHN. BHN must submit to AT&T the completed Access Control Request Form for all employees or agents requiring access to the AT&T Premises a minimum of 30 calendar days prior to the date BHN desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, BHN may submit such a request at any time subsequent to AT&T's receipt of the Bona Fide Firm Order. In the event BHN desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, AT&T shall permit BHN to access the Collocation Space accompanied by a security escort at BHN's expense. BHN must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. BHN shall notify AT&T in writing within 24 hours of becoming aware in the case of lost or stolen Access Keys. Should it become necessary for AT&T to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), BHN shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, BHN shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or

- impairs service provided by AT&T or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of AT&T or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If AT&T reasonably determines that any equipment or facilities of BHN violates the provisions of this paragraph, AT&T shall give written notice to BHN, which notice shall direct BHN to cure the violation within forty-eight (48) hours of BHN's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.
- 5.10.1 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 BHN fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of AT&T's or another entity's service, then and only in that event AT&T may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to BHN's equipment. AT&T will endeavor, but is not required, to provide notice to BHN prior to taking such action and shall have no liability to BHN for any damages arising from such action, except to the extent that such action by AT&T constitutes willful misconduct.
- 5.10.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and BHN fails to take curative action within 48 hours then AT&T will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to BHN or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where AT&T demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, BHN shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly-deployed technology.
- 5.11 Personalty and its Removal. Facilities and equipment placed by BHN in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by BHN at any time. Any damage caused to

the Collocation Space by BHN's employees, agents or representatives during the removal of such property shall be promptly repaired by BHN at its expense.

5.12 Alterations. In no case shall BHN or any person acting on behalf of BHN make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the AT&T Premises without the written consent of AT&T, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by BHN. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee.

5.13 Janitorial Service. BHN shall be responsible for the general upkeep of the Collocation Space. BHN shall arrange directly with a AT&T Certified Supplier for janitorial services applicable to Caged Collocation Space. AT&T shall provide a list of such suppliers on a site-specific basis upon request.

## **6. Ordering and Preparation of Collocation Space**

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to BHN that are different from procedures or intervals set forth in this section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

6.2 Initial Application. For BHN or BHN's Guest(s) initial equipment placement, BHN shall submit to AT&T a Physical Expanded Interconnection Application Document ("Application"). The Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply.

6.3 Subsequent Application. In the event BHN or BHN's Guest(s) desires to modify the use of the Collocation Space after Bona Fide Firm Order, BHN shall complete an Application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). AT&T shall determine what modifications, if any, to the Premises are required to accommodate the change requested by BHN in the Application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

6.3.1 Subsequent Application Fee. The application fee paid by BHN for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. Where the Subsequent Application does not require assessment for provisioning or construction work by AT&T, no Subsequent Application fee will be required. The fee for a Subsequent Application



- where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by AT&T) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure assessment, a full Application Fee shall apply. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Application are completed with the appropriate type of information.
- 6.4 Space Preferences. If BHN has previously requested and received a Space Availability Report for the Premises, BHN may submit up to three (3) space preferences on their application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that AT&T cannot accommodate the BHN's preference(s), BHN may elect to accept the space allocated by AT&T or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, AT&T will respond to an application within ten (10) calendar days as to whether space is available or not available within a AT&T Premises. AT&T will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If the amount of space requested is not available, AT&T will notify BHN of the amount of space that is available and no Application Fee shall apply. When AT&T's response includes an amount of space less than that requested by BHN, or differently configured, BHN must resubmit its Application to reflect the actual space available.
- 6.5.2 AT&T will respond to a Florida Application within fifteen (15) calendar days as to whether space is available or not available within a AT&T Premises. AT&T will also respond as to whether the Application is Bona Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide. If a lesser amount of space than requested is available, AT&T will provide an Application Response for the amount of space that is available and an Application Fee will be assessed. When AT&T's Application Response includes an amount of space less than that requested by BHN or differently configured, BHN must amend its Application to reflect the actual space available prior to submitting Bona Fide Firm Order.
- 6.5.3 AT&T will respond to a Louisiana Application within ten (10) calendar days for space availability for one (1) to ten (10) Applications; fifteen (15) calendar days for eleven (11) to twenty (20) Applications; and for more than twenty (20) Applications, it is increased by five (5) calendar days for every five additional Applications received within five (5) business days. If the amount of space requested is not available, AT&T will notify BHN of the amount of space that is available and no Application Fee shall apply. When AT&T's response includes an amount of space less than that requested by BHN or differently configured, BHN must resubmit its Application to reflect the actual space available. AT&T will also respond as to whether the Application is Bona

- Fide and if it is not Bona Fide the items necessary to cause the Application to become Bona Fide.
- 6.6 Denial of Application. If AT&T notifies BHN that no space is available (“Denial of Application”), AT&T will not assess an Application Fee. After notifying BHN that AT&T has no available space in the requested Premises, AT&T will allow BHN, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by AT&T within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application AT&T will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). AT&T shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, AT&T or any of AT&T’s affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, AT&T shall permit BHN to inspect any floor plans or diagrams that AT&T provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, AT&T will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. AT&T will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an Application or Letter of Intent, AT&T will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) days prior to space becoming available, if known, AT&T will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) days in advance, AT&T shall notify the Florida PSC and the telecommunications carriers on the waiting list within two days of the determination that space is available. A CLEC that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.
- 6.8.2 When space becomes available, BHN must submit an updated, complete, and correct Application to AT&T within 30 calendar days of such notification. If BHN has originally requested caged collocation space and cageless collocation space becomes available, BHN may refuse such space and notify AT&T in writing within that time that BHN wants to maintain its place on the waiting list without accepting such space.

- BHN may accept an amount of space less than its original request by submitting an Application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If BHN does not submit such an Application or notify AT&T in writing as described above, AT&T will offer such space to the next CLEC on the waiting list and remove BHN from the waiting list. Upon request, AT&T will advise BHN as to its position on the list.
- 6.9 Public Notification. AT&T will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. AT&T shall update such document within ten (10) calendar days of the date AT&T becomes aware that there is insufficient space to accommodate physical collocation. AT&T will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, when space has been determined to be available, AT&T will provide a written response (“Application Response”) within thirty (30) calendar days of the receipt of a Bona Fide Application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10.2 In Tennessee, AT&T will provide a written response (“Application Response”) within fifteen (15) calendar days of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote, based upon standardized pricing provided that BHN has given AT&T a forecast of BHN’s collocation needs at least ten (10) calendar days prior to submitting an application. If no forecast is provided by BHN the interval for an Application Response will be thirty (30) calendar days.
- 6.10.3 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide Application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, AT&T will provide a written response (“Application Response”) including sufficient information to enable BHN to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When BHN submits ten (10) or more Applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) days for every additional ten (10) Applications or fraction thereof.
- 6.10.4 In Georgia, Kentucky, Mississippi, North Carolina and South Carolina, when space has been determined to be available for caged or cageless arrangements, AT&T will provide a written response (“Application Response”) within twenty (20) calendar days

- of receipt of a Bona Fide Application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.5 In Louisiana, when space has been determined to be available, AT&T will provide a written response (“Application Response”) within thirty (30) calendar days for one (1) to ten (10) Applications; thirty-five (35) calendar days for eleven (11) to twenty (20) Applications; and for requests of more than twenty (20) Application it is increased by five (5) calendar days for every five (5) Applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.12 If a modification or revision is made to any information in the Bona Fide Application prior to Bona Fide Firm Order, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of BHN or necessitated by technical considerations, said Application shall be considered a new Application and shall be handled as a new Application with respect to response and provisioning intervals and AT&T may charge BHN an application fee. Where the Application Modification does not require assessment for provisioning or construction work by AT&T, no application fee will be required. The fee for an Application Modification where the modification requested has limited effect (e.g., requires limited assessment and no capital expenditure by AT&T) shall be the Subsequent Application Fee as set forth in Exhibit C. Major changes such as requesting additional space or adding equipment may require BHN to submit the Application with an Application Fee.
- 6.13 Bona Fide Firm Order.
- 6.13.1 BHN shall indicate its intent to proceed with equipment installation in a AT&T Premises by submitting a Firm Order to AT&T. The Bona Fide Firm Order must be received by AT&T no later than thirty (30) calendar days after AT&T’s Application Response to BHN’s Bona Fide Application or the Application will expire.
- 6.13.2 AT&T will establish a firm order date based upon the date AT&T is in receipt of a Bona Fide Firm Order. AT&T will acknowledge the receipt of BHN’s Bona Fide Firm Order within seven (7) calendar days of receipt indicating that the Bona Fide Firm Order has been received. A AT&T response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a Bona Fide Firm Order.

## **7. Construction and Provisioning**

Version 4Q01: 12/01/01

7.1 Construction and Provisioning Intervals

- 7.1.1 In Alabama, AT&T will complete construction for caged collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. AT&T will complete construction for cageless collocation arrangements when preconditioned space is available within thirty (30) calendar days from receipt of a Bona Fide Firm Order (ordinary conditions) or as agreed to by the Parties. Under extraordinary conditions, AT&T will complete construction for cageless collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. Preconditioned space is defined as when all infrastructure is in place and only a record change is required to show that the space has been assigned to BHN. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major AT&T equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or AT&T may seek a waiver from this interval from the Commission.
- 7.1.2 In Florida, AT&T will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. For changes to collocation space after initial space completion (“Augmentation”), AT&T will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. If AT&T does not believe that construction will be completed within the relevant time frame and AT&T and BHN cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the Bona Fide Firm Order for an initial request, and within thirty (30) calendar days for Augmentations, AT&T may seek an extension from the Florida PSC.
- 7.1.3 In Georgia, Kentucky, Mississippi, North Carolina and South Carolina, AT&T will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a Bona Fide Firm Order or as agreed to by the Parties. AT&T will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a Bona Fide Firm Order and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major AT&T equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance;

- environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or AT&T may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, AT&T will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a Bona Fide Firm Order for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). AT&T will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a Bona Fide Firm Order. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major AT&T equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or AT&T may seek a waiver from this interval from the Commission.
- 7.1.5 In Tennessee, AT&T will complete construction for collocation arrangements under Ordinary Conditions as follows: (i) for caged collocation arrangements, within a maximum of 90 calendar days from receipt of an Bona Fide Firm Order, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within 30 calendar days from receipt of a Bona Fide Firm Order when there is conditioned space and BHN installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed 90 calendar days from the receipt of a Bona Fide Firm Order, or as agreed to by the parties. Under extraordinary conditions, AT&T may elect to renegotiate an alternative provisioning interval with BHN or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the TRA order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at Battery Distribution Fuse Bay or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned is considered unavailable. If AT&T is required by the application to place power cabling, conditioned space is considered unavailable.
- 7.2 Joint Planning. Joint planning between AT&T and BHN will commence within a maximum of twenty (20) calendar days from AT&T's receipt of a Bona Fide Firm

- Order. AT&T will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide Application and affirmed in the Bona Fide Firm Order. The Collocation Space completion time period will be provided to BHN during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walkthrough. BHN will schedule and complete an acceptance walkthrough of the Collocation Space with AT&T within fifteen (15) calendar days after the Space Ready Date. In the event BHN fails to complete an acceptance walkthrough within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by BHN on the Space Ready Date. AT&T will correct any deviations to BHN's original or jointly amended design and/or specification requirements within seven (7) calendar days after the walkthrough, unless the Parties mutually agree upon a different timeframe.
- 7.4 Use of AT&T Certified Supplier. BHN shall select a supplier which has been approved as a AT&T Certified Supplier to perform all engineering and installation work. BHN and BHN's AT&T Certified Supplier must follow and comply with all AT&T requirements outlined in AT&T's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, BHN must select separate AT&T Certified Suppliers for transmission equipment, switching equipment and power equipment. AT&T shall provide BHN with a list of AT&T Certified Suppliers upon request. The AT&T Certified Supplier(s) shall be responsible for installing BHN's equipment and components, extending power cabling to the AT&T power distribution frame, performing operational tests after installation is complete, and notifying AT&T's equipment engineers and BHN upon successful completion of installation, etc. The AT&T Certified Supplier shall bill BHN directly for all work performed for BHN pursuant to this Attachment and AT&T shall have no liability for nor responsibility to pay such charges imposed by the AT&T Certified Supplier. AT&T shall consider certifying BHN or any supplier proposed by BHN. All work performed by or for BHN shall conform to generally accepted industry guidelines and standards.
- 7.5 Alarm and Monitoring. AT&T shall place environmental alarms in the Premises for the protection of AT&T equipment and facilities. BHN shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service BHN's Collocation Space. Upon request, AT&T will provide BHN with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by BHN. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.6 Virtual to Physical Collocation Relocation. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and physical collocation space has subsequently become available, BHN may relocate its

- virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate AT&T tariffs. In the event that AT&T knows when additional space for physical collocation may become available at the location requested by BHN, such information will be provided to BHN in AT&T's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to BHN within 180 calendar days of AT&T's written denial of BHN's request for physical collocation, (ii) AT&T had knowledge that the space was going to become available, and (iii) BHN was not informed in the written denial that physical Collocation Space would become available within such 180 calendar days, then BHN may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. BHN must arrange with a AT&T Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.
- 7.6.1 In Alabama, AT&T will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.7 Virtual to Physical Conversion (In Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that AT&T has reserved for its own future needs; 3) the converted arrangement does not limit AT&T's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. The application fee for the conversion from virtual to in-place, physical collocation is as set forth in Exhibit C. Unless otherwise specified, AT&T will complete virtual to in-place physical collocation conversions within sixty (60) calendar days.
- 7.7.1 In Florida, for Virtual to Physical conversions in place that require no physical changes, the only applicable charges shall cover the administrative billing and engineering records updates.
- 7.7.2 In Alabama and Tennessee, AT&T will complete Virtual to Physical conversions in place within thirty (30) calendar days.
- 7.8 Cancellation. If, at anytime prior to space acceptance, BHN cancels its order for the Collocation Space(s) ("Cancellation"), AT&T will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if BHN cancels its order for Collocation Space at any time prior to space acceptance, AT&T



will bill BHN for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.

- 7.9 Licenses. BHN, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.
- 7.10 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit A attached hereto.
- 7.12 Circuit Facility Assignments (CFAs). Unless otherwise specified, AT&T will provide CFAs to BHN prior to the applicable provisioning interval set forth herein (Provisioning Interval) for those “AT&T Premises” in which BHN has physical Collocation Space with no POT bay or with a grand fathered POT bay provided by AT&T. AT&T cannot provide CFAs to BHN prior to the Provisioning Interval for those “AT&T Premises” in which BHN has physical Collocation Space with a POT bay provided by BHN or virtual Collocation Space, until BHN provides AT&T with the following information:
- For physical Collocation Space with a BHN-provided POT bay, BHN shall provide AT&T with a complete layout of the POT panels on an equipment inventory update (EIU) form, showing locations, speeds, etc.
- For virtual Collocation Space, BHN shall provide AT&T with a complete layout of BHN’s equipment on an equipment inventory update (EIU) form, including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by BHN’s AT&T Certified Supplier.
- 7.12.1 AT&T cannot begin work on the CFAs until the complete and accurate EIU form is received from BHN. If the EIU form is provided within ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be made available by the ending date of the Provisioning Interval. If the EIU form is not received ten (10) calendar days prior to the ending date of the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU form.
- 7.12.2 AT&T will bill BHN a nonrecurring charge, as set forth in Exhibit B, each time BHN requests a resend of its CFAs for any reason other than a AT&T error in the CFAs initially provided to BHN.

## **8. Rates and Charges**

- 8.1 Rates. <customer\_short\_name> agrees to pay the rates and charges identified in Exhibit B attached hereto.

## 8.2 Recurring Charges

8.2.1 If <customer\_short\_name> has met the applicable fifteen (15) day acceptance walk through interval specified in Section 4.1 above, billing for recurring charges will begin upon the Space Acceptance Date. In the event <customer\_short\_name> fails to complete an acceptance walk through within the applicable fifteen (15) day interval, billing for recurring charges will commence on the Space Ready Date. If <customer\_short\_name> occupies the space prior to the Space Ready Date, the date <customer\_short\_name> occupies the space is deemed the Space Acceptance Date and billing for recurring charges will begin on that date. The billing for all applicable monthly recurring charges will begin in <customer\_short\_name>'s next billing cycle and will include any prorated charges for the period from <customer\_short\_name>'s Space Acceptance Date or Space Ready Date, whichever is appropriate pursuant to Section 4.1 above, to the date the bill is issued by AT&T.

8.3. Unless otherwise stated in Section 8.6 below, monthly recurring charges for -48V DC power will be assessed per fused ampere (amp), per month, based upon the total number of fused amps of power capacity requested by <customer\_short\_name> on <customer\_short\_name>'s Initial Collocation Application and all Subsequent Collocation Applications, which may either increase or decrease the originally requested, and any subsequently augmented, number of fused amps of power capacity requested, consistent with Commission orders.

8.3.1 AT&T shall have the right to inspect and inventory any DC power fuse installations at a AT&T BDFB or DC power circuit installations at AT&T's main power board for any <customer\_short\_name> collocation arrangement, to verify that the total number of fused amps of power capacity installed by <customer\_short\_name>'s AT&T Certified Supplier matches the number of fused amps of DC power capacity requested by <customer\_short\_name> on <customer\_short\_name>'s Initial Application and all Subsequent Applications. If AT&T determines that <customer\_short\_name>'s AT&T Certified Supplier has installed more DC capacity than <customer\_short\_name> requested on its Initial Application and all Subsequent Applications, AT&T shall notify <customer\_short\_name> in writing of such discrepancy and shall assess <customer\_short\_name> for the additional DC power fuse/circuit capacity from the Space Acceptance Date or Space Ready Date, whichever is applicable pursuant to Section 8.3.1 above, for the most recent Initial Application or Subsequent Application, submitted for such collocation arrangement. AT&T shall also revise <customer\_short\_name>'s recurring DC power charges, on a going-forward basis, to reflect the higher number of fused amps of power capacity available for the collocation arrangement.

8.4 Nonrecurring Charges. Unless specified otherwise herein, AT&T shall assess

- nonrecurring charges, including all application fees, within thirty (30) days of the date that AT&T provides an Application Response to <customer\_short\_name> or on <customer\_short\_name>'s next scheduled monthly billing statement, if <customer\_short\_name>'s current month's billing cycle has already closed. Nonrecurring charges associated with the processing of the Firm Order for collocation space preparation (Firm Order Processing Fee) shall be billed by AT&T within thirty (30) days of AT&T's confirmation of <customer\_short\_name>'s BFFO or on <customer\_short\_name>'s next scheduled monthly billing statement.
- 8.5 In some cases, Commissions have ordered AT&T to separate its disconnect costs and its installation costs into two separate nonrecurring charges. Accordingly, unless otherwise noted in this Agreement, the Commission ordered disconnect charges will be applied at the time the disconnect activity is performed by AT&T, regardless of whether or not a disconnect order is issued by <customer\_short\_name>. Disconnect charges are set forth in Exhibit B of this Attachment.
- 8.6 Central Office Space Preparation. Space preparation fees consist of a nonrecurring charge for Firm Order Processing and monthly recurring charges for Central Office Modifications and Common Systems Modifications. For all states except Florida, <customer\_short\_name> shall remit the payment of the nonrecurring Firm Order Processing Fee coincident with the submission of <customer\_short\_name>'s BFFO. In Florida, the nonrecurring Firm Order Processing Fee will be billed by AT&T, pursuant to Section 8.4 above. The monthly recurring charge for Central Office Modifications will be assessed per arrangement, per square foot, for both caged and cageless physical Collocation Space. The monthly recurring charge for Common Systems Modifications will be assessed per arrangement, per square foot for cageless physical Collocation Space and on a per cage basis for caged physical Collocation Space. These charges recover the costs associated with preparing the Collocation Space, which includes, but is not limited to, the following items: a survey, engineering of the Collocation Space, and design and modification costs for network, building and support systems.
- 8.7 Central Office Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the AT&T Premises; however, this charge does not include any expenses associated with AC or DC power supplied to <customer\_short\_name>'s Collocation Space for the operation of <customer\_short\_name>'s equipment. For caged physical Collocation Space, <customer\_short\_name> shall pay floor space charges based upon the number of square feet enclosed. The minimum size for caged Collocation Space is fifty (50) square feet. Additional caged Collocation Space may be requested in increments of fifty (50) square feet. For cageless Collocation Space, <customer\_short\_name> shall pay floor space charges based

- upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] x (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. AT&T will assign cageless Collocation Space in conventional equipment rack lineups where feasible. In the event <customer\_short\_name>'s collocated equipment requires special cable racking, an isolated ground plane, or any other considerations and treatment which prevents placement within conventional equipment rack lineups, <customer\_short\_name> shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.
- 8.8 Remote Site Bay Space. In a Remote Site, the bay space charge recovers the costs associated with air conditioning, ventilation and other allocated expenses for the maintenance of the Remote Site Location, and includes the amperage necessary to power <customer\_short\_name>'s equipment. <customer\_short\_name> shall remit bay space charges based upon the number of bays requested. AT&T will assign Remote Site Collocation Space in conventional Remote Site bay lineups where feasible.
- 8.9 Power
- 8.9.1 In a Central Office AT&T shall make available -48V DC power for <customer\_short\_name>'s Collocation Space at a AT&T BDFB. When obtaining DC power from a AT&T BDFB, <customer\_short\_name>'s fuses and power cables (for the A & B feeds) must be engineered (sized), and installed by <customer\_short\_name>'s AT&T Certified Supplier, in accordance with the number of fused amps of DC power requested by <customer\_short\_name> on <customer\_short\_name>'s Initial Application and any Subsequent Applications. <customer\_short\_name> is also responsible for contracting with a AT&T Certified Supplier to run the power distribution feeder cable from the AT&T BDFB to the equipment in <customer\_short\_name>'s Collocation Space. The AT&T Certified Supplier contracted by <customer\_short\_name> must provide AT&T with a copy of the engineering power specifications prior to the day on which <customer\_short\_name>'s equipment becomes operational (hereinafter "Commencement Date"). AT&T will provide the common power feeder cable support structure between the AT&T BDFB and <customer\_short\_name>'s Collocation Space. <customer\_short\_name> shall contract with a AT&T Certified Supplier who shall be responsible for performing those power provisioning activities required to enable <customer\_short\_name>'s equipment to become operational, which may include, but are not limited to, the installation, removal or replacement of the following: dedicated power cable support structure within <customer\_short\_name>'s Collocation Space, power cable feeds and terminations of the power cabling. <customer\_short\_name> and

- <customer\_short\_name>'s AT&T Certified Supplier shall comply with all applicable NEC, AT&T TR 73503, Telcordia and ANSI Standards that address power cabling, installation and maintenance.
- 8.9.1.1 At a Remote Site, AT&T shall make available -48V DC power for <customer\_short\_name>'s Remote Collocation Space at a BDFB within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for bay space, as referenced in Section 8.9.1.1 above. If the power requirements for <customer\_short\_name>'s equipment exceed the capacity available, then such additional power requirements shall be assessed on an individual case basis.
- 8.9.2 AT&T will revise <customer\_short\_name>'s Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power upgrade when <customer\_short\_name> submits a Subsequent Application requesting an increase in the number of fused amps it is currently receiving from AT&T for its Collocation Space. If <customer\_short\_name>'s existing fuses and power cables (for the A&B power feed) are not sufficient to support the additional number of fused amps requested, <customer\_short\_name>'s AT&T Certified Supplier shall perform whatever activities are necessary, which may include the installation of new/additional fuses or power cables, to comply with the appropriate NEC, AT&T TR 73503, Telcordia and ANSI Standards, as well as the requirements noted in Sections 8.7 above. <customer\_short\_name>'s AT&T Certified Supplier shall provide notification to AT&T when these activities have been completed.
- 8.9.3 AT&T will revise <customer\_short\_name>'s Central Office recurring power charges, in accordance with Section 8.3 above, to reflect a power reduction upon AT&T's receipt of the Power Reduction Form from <customer\_short\_name>, certifying the completion of the power reduction work, including the removal of any associated power cabling by <customer\_short\_name>'s AT&T Certified Supplier. Notwithstanding the foregoing, if <customer\_short\_name>'s AT&T Certified Supplier has not removed or, at AT&T's discretion, cut the power cabling within thirty (30) days, the power reduction will not become effective until the cabling is removed or, at AT&T's discretion, cut by <customer\_short\_name>'s AT&T Certified Supplier and <customer\_short\_name> shall pay for the amount of power that had been requested prior to the power reduction request for the period up to the date the power cabling is actually removed.
- 8.9.4 If <customer\_short\_name> requests an increase or a reduction in the amount of power that AT&T is currently providing in a Central Office, <customer\_short\_name> must submit a Subsequent Application. In all states other than Florida and Tennessee if no modification to the Collocation Space is requested other than the increase or

- reduction in power, the Simple Augment fee will apply. In Florida and Tennessee the Power Reconfiguration Only Application Fee as set forth in Exhibit B will apply. If modifications are requested in addition to the increase or reduction of power, the Subsequent Application Fee will apply. AT&T will bill this nonrecurring fee on the date that AT&T provides an Application Response to <customer\_short\_name>'s Subsequent Application.
- 8.9.4.1 In Central Offices in Alabama and Louisiana, if <customer\_short\_name> has existing power configurations currently served from the AT&T main power board and requests that its power be reconfigured to connect to a AT&T BDFB, in a specific AT&T Premises, <customer\_short\_name> must submit a Subsequent Application to AT&T. AT&T will provide a response to such application within seven (7) days and no Simple Augment Application Fee will be assessed by AT&T for this one time only power reconfiguration to a AT&T BDFB. For any power reconfigurations thereafter, <customer\_short\_name> will submit a Subsequent Application and the appropriate Simple Augment Application Fee will apply.
- 8.9.5 If <customer\_short\_name> elects to install its own DC Power Plant, AT&T shall provide AC power to feed <customer\_short\_name>'s DC Power Plant. Charges for AC power will be assessed on a per breaker ampere, per month basis, pursuant to the rates specified in Exhibit B. The AC power rates include recovery for the provision of commercial and standby AC power. When obtaining power from a AT&T service panel, protection devices and power cables must be engineered (sized) and installed by <customer\_short\_name>'s AT&T Certified Supplier, with the exception that AT&T shall engineer and install protection devices and power cables for Adjacent Collocation. <customer\_short\_name>'s AT&T Certified Supplier must provide a copy of the engineering power specifications prior to the Commencement Date. AC power voltage and phase ratings shall be determined on a per location basis. At <customer\_short\_name>'s option, <customer\_short\_name> may arrange for AC power in an adjacent collocation arrangement from a retail provider of electrical power.
- 8.9.6 <customer\_short\_name> shall contract with a AT&T Certified Supplier to perform the installation and removal of dedicated power cable support structure within <customer\_short\_name>'s arrangement and terminations of cable within the Collocation Space.
- 8.9.8 Fused Amp Power. In all states, except as otherwise set forth in this Agreement, AT&T shall make available -48V DC power on a per fused amp, per month basis, pursuant to the following: For power provisioned from a BDFB. The number of fused amps requested by <customer\_short\_name> on its collocation application for power that is being provisioned from a AT&T BDFB will be multiplied by the DC power fused amp rate set forth in Exhibit B. A minimum of ten

- (10) fused amps is required. For existing power configurations that are provisioned from AT&T's main power board. The number of fused amps made available at the main power board, in increments of two hundred and twenty-five (225) amps/main power board circuit, will be multiplied by the DC power fused amp rate set forth in Exhibit B.
- 8.9.9 In Alabama and Louisiana, <customer\_short\_name> has the option to purchase power directly from an electric utility company. Under such option, <customer\_short\_name> is responsible for contracting with the electric utility company for its own power feed and meter and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a AT&T Certified Supplier hired by <customer\_short\_name>. <customer\_short\_name>'s AT&T Certified Supplier must comply with all applicable safety codes, including the NEC and National Electric Safety Code (NESC) standards, in the installation of this power arrangement. If <customer\_short\_name> currently has power supplied by AT&T, <customer\_short\_name> may request to change its Collocation Space to obtain power from an electric utility company by submitting a Subsequent Application. AT&T will waive the application fee for this Subsequent Application if no other changes are requested therein. Any floor space, cable racking, etc., utilized by <customer\_short\_name> in provisioning said power will be billed by AT&T on an ICB basis.
- 8.10 Central Office Cable Installation. Cable Installation fees will be assessed on a per entrance cable basis. This nonrecurring charge will be billed by AT&T upon receipt of <customer\_short\_name>'s BFFO. Charges for cable racking, cable support structure and entrance fiber structure are recurring fees and will also be assessed according to the rates set forth in Exhibit B.
- 8.11 Central Office Cable Records. Cable Records charges apply for work activities required to build or remove existing cable records assigned to <customer\_short\_name> in AT&T's database systems. The VG/DS0 per cable record charge is for a maximum of thirty-six hundred (3,600) records per request. The fiber cable record charge is for a maximum of ninety-nine (99) records per request. Cable Record fees will be assessed as a nonrecurring charge, upon receipt of <customer\_short\_name>'s BFFO, in all AT&T states, except Louisiana. In Louisiana, Cable Record fees will be assessed on a monthly recurring charge basis, upon receipt of <customer\_short\_name>'s BFFO. All charges will be assessed the rates set forth in Exhibit B.
- 8.12 Security Escort. After <customer\_short\_name> has used its one (1) accompanied site visit, pursuant to Section 5.12.1 above, and prior to <customer\_short\_name>'s completion of the AT&T Security Training requirements, contained in Section 12

below, a security escort will be required when <customer\_short\_name>'s employees, approved agent, supplier, or Guest(s) desire access to the entrance manhole or a AT&T Premises. The rates for security escort service are assessed pursuant to the fee schedule contained in Exhibit B, beginning with the scheduled escort time agreed to by the Parties. AT&T will wait for one-half (1/2) hour after the scheduled escort time to provide such requested escort service and <customer\_short\_name> shall pay for such half-hour charges in the event <customer\_short\_name>'s employees, approved agent, supplier or Guest(s) fails to show up for the scheduled escort appointment.

- 8.13 Other. If no collocation rate element and associated rate is identified in Exhibit B, the Parties, upon request by either Party, will negotiate the rate for the specific collocation service or function identified in this Attachment.

## **9. Insurance**

- 9.1 BHN shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section 9 and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 BHN shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). AT&T shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of BHN's real and personal property situated on or within AT&T's Central Office location(s).
- 9.2.4 BHN may elect to purchase business interruption and contingent business interruption insurance, having been advised that AT&T assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by AT&T from time to time during the term of this Attachment upon thirty (30) days notice to BHN to at least such minimum limits as shall then be customary with respect to comparable occupancy of AT&T structures.



- 9.4 All policies purchased by BHN shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by AT&T. All insurance must be in effect on or before the date equipment is delivered to AT&T's Premises and shall remain in effect for the term of this Attachment or until all BHN's property has been removed from AT&T's Premises, whichever period is longer. If BHN fails to maintain required coverage, AT&T may pay the premiums thereon and seek reimbursement of same from BHN.
- 9.5 BHN shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. BHN shall arrange for AT&T to receive thirty (30) business days' advance notice of cancellation from BHN's insurance company. BHN shall forward a certificate of insurance and notice of cancellation/non-renewal to AT&T at the following address:
- AT&T Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 AT&T Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 BHN must conform to recommendations made by AT&T's fire insurance company to the extent AT&T has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If BHN's net worth exceeds five hundred million dollars (\$500,000,000), BHN may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. BHN shall provide audited financial statements to AT&T thirty (30) days prior to the commencement of any work in the Collocation Space. AT&T shall then review such audited financial statements and respond in writing to BHN in the event that self-insurance status is not granted to BHN. If AT&T approves BHN for self-insurance, BHN shall annually furnish to AT&T, and keep current, evidence of such net worth that is attested to by one of BHN's corporate officers. The ability to self-insure shall continue so long as the BHN meets all of the requirements of this Section. If the BHN subsequently no longer satisfies this Section, BHN is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by AT&T from time to time during the term of this Attachment upon thirty (30) days' notice to BHN to at least such minimum limits as shall then be customary with respect to comparable occupancy of AT&T structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

9.10 Mechanics Liens

9.6 If any mechanics lien or other liens shall be filed against property of either Party (AT&T or BHN), or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for the other Party or by reason of any changes, or additions to said property made at the request or under the direction of the other Party, the other Party directing or requesting those changes shall, within thirty (30) business days after receipt of written notice from the Party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The Party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

**10. Inspections**

10.1 AT&T may conduct an inspection of BHN's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between BHN's equipment and equipment of AT&T. AT&T may conduct an inspection if BHN adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. AT&T shall provide BHN with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by AT&T.

**11. Security and Safety Requirements**

11.1 Unless otherwise specified, BHN will be required, at its own expense, to conduct a statewide investigation of criminal history records for each BHN employee hired in the past five years being considered for work on the AT&T Premises, for the states/counties where the BHN employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. BHN shall not be required to perform this investigation if an affiliated company of BHN has performed an investigation of the BHN employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if BHN has performed a pre-employment statewide investigation of criminal history records of the BHN employee for the states/counties where the BHN employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.

11.2 BHN will be required to administer to their personnel assigned to the AT&T Premises security training either provided by AT&T, or meeting criteria defined by AT&T.

- 11.3 BHN shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo, and the BHN's name. AT&T reserves the right to remove from its premises any employee of BHN not possessing identification issued by BHN or who has violated any of AT&T's policies as outlined in the CLEC Security Training documents. BHN shall hold AT&T harmless for any damages resulting from such removal of its personnel from AT&T premises. BHN shall be solely responsible for ensuring that any Guest of BHN is in compliance with all subsections of this Section 12.
- 11.4 BHN shall not assign to the AT&T Premises any personnel with records of felony criminal convictions. BHN shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising AT&T of the nature and gravity of the offense(s). AT&T reserves the right to refuse building access to any BHN personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that BHN chooses not to advise AT&T of the nature and gravity of any misdemeanor conviction, BHN may, in the alternative, certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 11.4.1 BHN shall not knowingly assign to the AT&T Premises any individual who was a former employee of AT&T and whose employment with AT&T was terminated for a criminal offense whether or not AT&T sought prosecution of the individual for the criminal offense.
- 11.4.2 BHN shall not knowingly assign to the AT&T Premises any individual who was a former supplier of AT&T and whose access to a AT&T Premises was revoked due to commission of a criminal offense whether or not AT&T sought prosecution of the individual for the criminal offense.
- 11.5 For each BHN employee or agent hired by BHN within five years of being considered for work on the AT&T Premises, who requires access to a AT&T Premises pursuant to this agreement, BHN shall furnish AT&T, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, BHN will disclose the nature of the convictions to AT&T at that time. In the alternative, BHN may certify to AT&T that it shall not assign to the AT&T Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 11.5.1 For all other BHN employees requiring access to a AT&T Premises pursuant to this Attachment, BHN shall furnish AT&T, prior to an employee gaining such access, a

- certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 11.6 At AT&T's request, BHN shall promptly remove from AT&T's Premises any employee of BHN AT&T does not wish to grant access to its premises 1) pursuant to any investigation conducted by AT&T or 2) prior to the initiation of an investigation if an employee of BHN is found interfering with the property or personnel of AT&T or another CLEC, provided that an investigation shall promptly be commenced by AT&T.
- 11.7 Notification to AT&T. AT&T reserves the right to interview BHN's employees, agents, or contractors in the event of wrongdoing in or around AT&T's property or involving AT&T's or another CLEC's property or personnel, provided that AT&T shall provide reasonable notice to BHN's Security contact of such interview. BHN and its contractors shall reasonably cooperate with AT&T's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving BHN's employees, agents, or contractors. Additionally, AT&T reserves the right to bill BHN for all reasonable costs associated with investigations involving its employees, agents, or contractors if it is established and mutually agreed in good faith that BHN's employees, agents, or contractors are responsible for the alleged act. AT&T shall bill BHN for AT&T property, which is stolen or damaged where an investigation determines the culpability of BHN's employees, agents, or contractors and where BHN agrees, in good faith, with the results of such investigation. BHN shall notify AT&T in writing immediately in the event that BHN discovers one of its employees already working on the AT&T premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from AT&T Premises, any employee found to have violated the security and safety requirements of this section. BHN shall hold AT&T harmless for any damages resulting from such removal of its personnel from AT&T premises.
- 11.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide tele service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 11.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the teles of the other Party on the AT&T Premises. Charges for unauthorized tele calls may be charged to the offending Party, as may be all associated investigative costs.
- 11.10 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**12. Destruction of Collocation Space**

- 12.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for BHN's permitted use hereunder, then either Party may elect within ten (10) business days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for BHN's permitted use, or is damaged and the option to terminate is not exercised by either Party, AT&T covenants and agrees to proceed promptly without expense to BHN, except for improvements not the property of AT&T, to repair the damage. AT&T shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of AT&T, which causes shall not be construed as limiting factors, but as exemplary only. BHN may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a AT&T Certified Supplier is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a AT&T Certified Supplier. If BHN's acceleration of the project increases the cost of the project, then those additional charges will be incurred by BHN. Where allowed and where practical, BHN may erect a temporary facility while AT&T rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, BHN shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for BHN's permitted use, until such Collocation Space is fully repaired and restored and BHN's equipment installed therein (but in no event later than thirty (30) business days after the Collocation Space is fully repaired and restored). Where BHN has placed an Adjacent Arrangement pursuant to Section 3, BHN shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, AT&T will restore the associated services to the Adjacent Arrangement.

**13. Eminent Domain**

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by AT&T of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, AT&T and BHN shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void,

by written notice of such intention to the other Party within ten (10) business days after such taking.

**14. Nonexclusivity**

- 14.1 BHN understands that this Attachment is not exclusive and that AT&T may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. AT&T and BHN agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC (“Applicable Laws”). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. AT&T and BHN shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each Party is required to provide specific notice for known potential Imminent Danger conditions. BHN should contact 1-800-743-6737 for AT&T MSDS sheets.
- 1.3 Practices/Procedures. AT&T may make available additional environmental control procedures for BHN to follow when working at a AT&T Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of AT&T for environmental protection. BHN will require its contractors, agents and others accessing the AT&T Premises to comply with these practices. Section 2 lists the Environmental categories where AT&T practices should be followed by BHN when operating in the AT&T Premises.
- 1.4 Environmental and Safety Inspections. AT&T reserves the right to inspect the BHN space with proper notification. AT&T reserves the right to stop any BHN work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the AT&T Premises by BHN are owned by BHN. BHN will indemnify AT&T for claims, lawsuits or damages to persons or property caused by

- these materials. Without prior written AT&T approval, no substantial new safety or environmental hazards can be created by BHN, or different hazardous materials used by BHN at AT&T Facility. BHN must demonstrate adequate emergency response capabilities for its materials used or remaining at the AT&T Facility.
- 1.6 Spills and Releases. When contamination is discovered at a AT&T Premises, the Party discovering the condition must notify AT&T. All Spills or Releases of regulated materials will immediately be reported by BHN to AT&T.
- 1.7 Coordinated Environmental Plans and Permits. AT&T and BHN will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, AT&T and BHN will develop a cost sharing procedure. If AT&T's permit or EPA identification number must be used, BHN must comply with all of AT&T's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of AT&T disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. AT&T and BHN shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, contractors, or employees concerning its operations at the Facility.
- 2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on AT&T's Premises, BHN agrees to comply with the applicable sections of the current issue of AT&T's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. BHN further agrees to cooperate with AT&T to ensure that BHN's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of AT&T's Environmental M&Ps which apply to the specific Environmental function being performed by BHN, its employees, agents and/or subcontractors.
- 2.2 The most current version of reference documentation must be requested from AT&T.



ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 1700 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on AT&T Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact E/S for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Maintenance/operations work which may produce a waste  Other maintenance work	Compliance with all application local, state, & federal laws and regulations  Protection of BST employees and equipment	Std T&C 450  29CFR 1910.147 (OSHA Standard)

		29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	P&SM Manager - Procurement  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of contractor	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact E/S Management)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

### 3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a Hazardous Waste, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to become subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any chemical which is a health hazard or physical hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or  
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immediate significant damage to the environment or natural resources.

Spill or Release. As defined in Section 101 of CERCLA.

#### **4. ACRONYMS**

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

DEC/LDEC - Department Environmental Coordinator/Local Department Environmental Coordinator

GU-BTEN-001BT - AT&T Environmental Methods and Procedures

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

**THREE MONTH CLEC FORECAST**

CLEC NAME \_\_\_\_\_

DATE \_\_\_\_\_

STATE	Central Office/City	CAGED Sq. Ft.	CAGELESS # Bays		FRAME TERMINATIONS	CLEC Provided BDFB-- Amps Load	BST Provided BDFB--- Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
			Standard Bays*	Non-Standard Bays**							

\*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 25". The standard height for all collocated equipment bays in AT&T is 7' 0".

\*\* Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.

**Notes:** Forecast information will be used for no other purpose than collocation planning.  
 Forecast with application dates greater than 3 months from the date of submission will not guarantee the reservation of space in the office requested.

COLLOCATION - Alabama											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	
						Rec	Nonrecurring		Nonrecurring Disconnect							OSS Rates(\$)
							First	Add'l	First	Add'l	SOME C	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN
<b>PHYSICAL COLLOCATION</b>																
<b>Application</b>																
	Physical Collocation - Initial Application Fee			CLO	PE1BA		1,879.48		0.51							
	Physical Collocation - Subsequent Application Fee			CLO	PE1CA		1,566.60		0.51							
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			CLO	PE1DT		584.22									
	Physical Collocation Administrative Only - Application Fee			CLO	PE1BL		742.15									
	Physical Collocation - Application Cost, Simple Augment			CLO	PE1KS		594.41		1.21							
	Physical Collocation - Application Cost, Minor Augment			CLO	PE1KM		833.47		1.21							
	Physical Collocation - Application Cost, Intermediate Augment			CLO	PE1K1		1,058.00		1.21							
	Physical Collocation - Application Cost - Major Augment			CLO	PE1KJ		2,410.00		1.21							
<b>Space Preparation</b>																
	Physical Collocation - Floor Space, per sq feet			CLO	PE1PJ		3.22									
	Physical Collocation - Space Enclosure, welded wire, first 50 square feet			CLO	PE1BX		140.99									
	Physical Collocation - Space enclosure, welded wire, first 100 square feet			CLO	PE1BW		156.33									
	Physical Collocation - Space enclosure, welded wire, each additional 50 square feet			CLO	PE1CW		15.34									
	Physical Collocation - Space Preparation - C.O. Modification per square ft.			CLO	PE1SK		1.96									
	Physical Collocation - Space Preparation, Common Systems Modifications-Cageless, per square foot			CLO	PE1SL		2.62									
	Physical Collocation - Space Preparation - Common Systems Modifications-Caged, per cage			CLO	PE1SM		88.86									
	Physical Collocation - Space Preparation - Firm Order Processing			CLO	PE1SJ		600.71									
	Physical Collocation - Space Availability Report, per Central Office Requested			CLO	PE1SR		1,075.17									
<b>Power</b>																
	Physical Collocation - Power, -48V DC Power - per Fused Amp Requested			CLO	PE1PL		7.83									
	Physical Collocation - Power, 120V AC Power, Single Phase, per Breaker Amp			CLO	PE1FB		4.91									
	Physical Collocation - Power, 240V AC Power, Single Phase, per Breaker Amp			CLO	PE1FD		9.84									
	Physical Collocation - Power, 120V AC Power, Three Phase, per Breaker Amp			CLO	PE1FE		14.74									
	Physical Collocation - Power, 277V AC Power, Three Phase, per Breaker Amp			CLO	PE1FG		34.06									
<b>Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)</b>																
	Physical Collocation - 2-wire cross-connect, loop, provisioning			UEANL,UEQ, UNCNX, UEA, UCL, UAL, UHL, UDN, UNCVX	PE1P2		0.03	12.30	11.80	6.03	5.44					
	Physical Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UNCVX, UNCDX, UCL, UDL	PE1P4		0.05	12.39	11.87	6.39	5.73					
	Physical Collocation -DS1 Cross-Connect for Physical Collocation, provisioning			WDS1L, WDS1S, UXTD1, ULDD1, USLEL, UNLD1, U1TD1, UNC1X, UEPSR, UEPSB, UEPSA, UEPSD, UEL, UEPEX, UEPSB, UEPSD, UEPSR, UEPSB, UEPSA, UEPSD	PE1P1		1.11	22.03	15.93	6.40	5.79					
	Physical Collocation - DS3 Cross-Connect, provisioning			UE3, U1TD3, UXTD3, UXTS1, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UNLD3, UEPEX, UEPSB, UEPSR, UEPSB, UEPSA, UEPSD	PE1P3		14.16	20.89	15.20	7.38	5.92					

COLLOCATION - Alabama											Att: 4 Exh: B													
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)											
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN	SOMAN	
													First	Add'l	First	Add'l								
	Physical Collocation - 2-Fiber Cross-Connect			CLO, ULDO3, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF	PE1F2	2.81							20.89	15.20	7.38	5.92								
	Physical Collocation - 4-Fiber Cross-Connect			ULD03, ULD12, ULD48, U1TO3, U1T12, U1T48, UDLO3, UDL12, UDF, UDFCX	PE1F4	4.99							25.55	19.86	9.71	8.25								
	Physical Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per Cable.			CLO	PE1ES	0.0011																		
	Physical Collocation - Co-Carrier Cross Connect/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable.			CLO	PE1DS	0.0016																		
	Physical Collocation 2-Wire Cross Connect, Port			UEPSR, UEPPS, UEPSB, UEPSX, UEP2C	PE1R2	0.03							12.30	11.80	6.03	5.44								
	Physical Collocation 4-Wire Cross Connect, Port			UEPEX, UEPDD	PE1R4	0.05							12.39	11.87	6.39	5.73								
<b>Security</b>																								
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLO	PE1BT								16.93	10.73										
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLO	PE1OT								22.05	13.86										
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLO	PE1PT								27.17	16.98										
	Physical Collocation - Security Access System - Security System per Central Office			CLO	PE1AX	45.70																		
	Physical Collocation - Security Access System - New Card Activation, per Card Activation (First), per State			CLO	PE1A1	0.05							27.79											
	Physical Collocation - Security Access System - Administrative Change, existing Access Card, per Request, per State, per Card			CLO	PE1AA								7.79											
	Physical Collocation - Security Access System - Replace Lost or Stolen Card, per Card			CLO	PE1AR								22.78											
	Physical Collocation - Security Access - Initial Key, per Key			CLO	PE1AK								13.10											
	Physical Collocation - Security Access - Key, Replace Lost or Stolen Key, per Key			CLO	PE1AL								13.10											
<b>CFA</b>																								
	Physical Collocation - CFA Information Resend Request, per premises, per arrangement, per request			CLO	PE1C9								77.56											
<b>Cable Records - Note: The rates in the First &amp; Additional columns will actually be billed as "Initial I" and "Subsequent S" respectively</b>																								
	Physical Collocation - Cable Records, per request			CLO	PE1CR								I 759.29	S 488.11	133.00									
	Physical Collocation, Cable Records, VG/DS0 Cable, per cable record (maximum 3600 records)			CLO	PE1CD								326.92		189.12									
	Physical Collocation, Cable Records, VG/DS0 Cable, per each 100 pair			CLO	PE1CO								4.81		5.90									
	Physical Collocation, Cable Records, DS1, per T1 TIE			CLO	PE1C1								2.25		2.76									
	Physical Collocation, Cable Records, DS3, per T3 TIE			CLO	PE1C3								7.88		9.66									
	Physical Collocation - Cable Records, Fiber Cable, per cable record (maximum 99 records)			CLO	PE1CB								84.49		77.13									
	Physical Collocation, Cable Records, CAT5/RJ45			CLO	PE1C5								2.25		2.76									
<b>Virtual to Physical</b>																								
	Physical Collocation - Virtual to Physical Collocation Relocation, per Voice Grade Circuit			CLO	PE1BV								33.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DSO Circuit			CLO	PE1BO								33.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS1 Circuit			CLO	PE1B1								52.00											
	Physical Collocation - Virtual to Physical Collocation Relocation, per DS3 Circuit			CLO	PE1B3								52.00											

COLLOCATION - Alabama											Att: 4 Exh: B											
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)	Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	Incremental Charge - Manual Svc Order vs. Electronic-Disc Add'l	OSS Rates(\$)									
													Rec	Nonrecurring		Nonrecurring Disconnect		SOMEC	SOMAN	SOMAN	SOMAN	SOMAN
													First	Add'l	First	Add'l						
	Physical Collocation - Virtual to Physical Collocation In-Place, Per Voice Grade Circuit			CLO	PE1BR	22.44																
	Physical Collocation Virtual to Physical Collocation In-Place, Per DSO Circuit			CLO	PE1BP	22.44																
	Physical Collocation - Virtual to Physical Collocation In-Place, Per DS1 Circuit			CLO	PE1BS	32.62																
	Physical Collocation - Virtual to Physical Collocation In-Place, per DS3 Circuit			CLO	PE1BE	32.62																
<b>Entrance Cable</b>																						
	Physical Collocation - Fiber Cable Installation, Pricing, non-recurring charge, per Entrance Cable			CLO	PE1BD	859.71																
	Physical Collocation - Fiber Cable Support Structure, per Entrance Cable			CLO	PE1PM	17.11																
	Physical Collocation - Fiber Entrance Cable Installation, per Fiber			CLO	PE1ED	3.87																
<b>VIRTUAL COLLOCATION</b>																						
<b>Application</b>																						
	Virtual Collocation - Application Fee			AMTFS	EAF	1,205.26																
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect, Application Fee, per application			AMTFS	VE1CA	584.22																
	Virtual Collocation Administrative Only - Application Fee			AMTFS	VE1AF	742.15																
<b>Space Preparation</b>																						
	Virtual Collocation - Floor Space, per sq. ft.			AMTFS	ESPVX	3.22																
<b>Power</b>																						
	Virtual Collocation - Power, per fused amp			AMTFS	ESPAX	7.83																
<b>Cross Connects (Cross Connects, Co-Carrier Cross Connects, and Ports)</b>																						
	Virtual Collocation - 2-wire cross-connect, loop, provisioning			UEANL, UEA, UDN, UAL, UHL, UCL, UEQ, UNCVX, UNCDX, UNCNCX	UEAC2	0.03	12.30	11.80	6.03	5.44												
	Virtual Collocation - 4-wire cross-connect, loop, provisioning			UEA, UHL, UCL, UDL, UNCVX, UNCDX	UEAC4	0.05	12.39	11.87	6.39	5.73												
	Virtual collocation - Special Access & UNE, cross-connect per DS1			ULR, UXTD1, UNC1X, ULDD1, U1TD1, USLEL, UNLD1, USL, UEPEX, UEPDX	CNC1X	1.11	22.03	15.93	6.40	5.79												
	Virtual collocation - Special Access & UNE, cross-connect per DS3			USL, UE3, U1TD3, UXTS1, UXTD3, UNC3X, UNCSX, ULDD3, U1TS1, ULDS1, UDLSX, UNLD3, XDEST	CND3X	14.16	20.89	15.20	7.38	5.92												
	Virtual Collocation - 2-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC2F	2.84	20.89	15.20	7.38	5.92												
	Virtual Collocation - 4-Fiber Cross Connects			UDL12, UDLO3, U1T48, U1T12, U1TO3, ULDO3, ULD12, ULD48, UDF	CNC4F	5.69	25.55	19.86	9.71	8.25												
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Fiber Cable Support Structure, per linear foot, per cable			AMTFS	VE1CB	0.0011																
	Virtual Collocation - Co-Carrier Cross Connects/Direct Connect - Copper/Coax Cable Support Structure, per linear foot, per cable			AMTFS	VE1CD	0.0016																
	Virtual Collocation 2-Wire Cross Connect, Port			UEPSX, UEPSB, UEPSE, UEPSP, UEPSP, UEP2C	VE1R2	0.03	12.30	11.80	6.03	5.44												
	Virtual Collocation 4-Wire Cross Connect, Port			UEPDD, UEPEX	VE1R4	0.05	12.39	11.87	6.39	5.73												

COLLOCATION - Alabama														Att: 4 Exh: B		
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
CFA	Virtual Collocation - CFA Information Resend Request, per Premises, per Arrangement, per request			AMTFS	VE1QR		77.56									
<b>Cable Records - Note: The rates in the First &amp; Additional columns will actually be billed as "Initial I" &amp; "Subsequent S" respectively</b>																
	Virtual Collocation Cable Records - per request			AMTFS	VE1BA	I	759.29	S	488.11		133.00					
	Virtual Collocation Cable Records - VG/DS0 Cable, per cable record			AMTFS	VE1BB		326.92				189.12					
	Virtual Collocation Cable Records - VG/DS0 Cable, per each 100 pair			AMTFS	VE1BC		4.81				5.90					
	Virtual Collocation Cable Records - DS1, per T1TIE			AMTFS	VE1BD		2.25				2.76					
	Virtual Collocation Cable Records - DS3, per T3TIE			AMTFS	VE1BE		7.88				9.66					
	Virtual Collocation Cable Records - Fiber Cable, per 99 fiber records			AMTFS	VE1BF		84.49				77.13					
	Virtual Collocation Cable Records - CAT 5/RJ45			AMTFS	VE1B5		2.25				2.76					
<b>Security</b>																
	Virtual collocation - Security escort, basic time, normally scheduled work hours			AMTFS	SPTBX		16.93		10.73							
	Virtual collocation - Security escort, overtime, outside of normally scheduled work hours on a normal working day			AMTFS	SPTOX		22.05		13.86							
	Virtual collocation - Security escort, premium time, outside of a scheduled work day			AMTFS	SPTPX		27.17		16.98							
<b>Maintenance</b>																
	Virtual collocation - Maintenance in CO - Basic, per half hour			AMTFS	CTRLX		27.93		10.73							
	Virtual collocation - Maintenance in CO - Overtime, per half hour			AMTFS	SPTOM		36.47		13.86							
	Virtual collocation - Maintenance in CO - Premium per half hour			AMTFS	SPTPM		45.02		16.98							
<b>Entrance Cable</b>																
	Virtual Collocation - Cable Installation Charge, per cable			AMTFS	ESPCX		859.71		22.49							
	Virtual Collocation - Cable Support Structure, per cable			AMTFS	ESPSX		14.97									
<b>COLLOCATION IN THE REMOTE SITE</b>																
<b>Physical Remote Site Collocation</b>																
	Physical Collocation in the Remote Site - Application Fee			CLORS	PE1RA		307.70		168.22							
	Cabinet Space in the Remote Site per Bay/ Rack			CLORS	PE1RB		201.42									
	Physical Collocation in the Remote Site - Security Access - Key			CLORS	PE1RD		13.10									
	Physical Collocation in the Remote Site - Space Availability Report per Premises Requested			CLORS	PE1SR		115.87									
	Physical Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			CLORS	PE1RE		37.56									
	Remote Site DLEC Data (BRSD), per Compact Disk, per CO Power, DC Power Provisioning (Alabama Only ICB Rate)			CLORS	PE1RR		233.38									
	Physical Collocation - Security Escort for Basic Time - normally scheduled work, per half hour			CLORS	PE1BT		16.93		10.73							
	Physical Collocation - Security Escort for Overtime - outside of normally scheduled working hours on a scheduled work day, per half hour			CLORS	PE1OT		22.05		13.86							
	Physical Collocation - Security Escort for Premium Time - outside of scheduled work day, per half hour			CLORS	PE1PT		27.17		16.98							
<b>Adjacent Remote Site Collocation</b>																
	Remote Site-Adjacent Collocation-Application Fee			CLORS	PE1RU		755.62		755.62							
	Remote Site-Adjacent Collocation - Real Estate, per square foot			CLORS	PE1RT		0.134									
	Remote Site-Adjacent Collocation - AC Power, per breaker amp			CLORS	PE1RS		6.27									
<b>NOTE: If Security Escort and/or Add'l Engineering Fees become necessary for adjacent remote site collocation, the Parties will negotiate appropriate rates.</b>																
<b>Virtual Remote Site Collocation</b>																
	Virtual Collocation in the Remote Site - Application Fee			VE1RS	VE1RB		307.70		307.70		168.22		168.22			
	Virtual Collocation in the Remote Site - Per Bay/Rack of Space			VE1RS	VE1RC		201.42									
	Virtual Collocation in the Remote Site - Space Availability Report per Premises requested			VE1RS	VE1RR		115.87		115.87							
	Virtual Collocation in the Remote Site - Remote Site CLI Code Request, per CLI Code Requested			VE1RS	VE1RL		37.56		37.56							



COLLOCATION - Alabama											Att: 4 Exh: B					
CATEGORY	RATE ELEMENTS	Interim	Zone	BCS	USOC	RATES(\$)				Svc Order Submitted Elec per LSR	Svc Order Submitted Manually per LSR	Incremental Charge - Manual Svc Order vs. Electronic-1st	Incremental Charge - Manual Svc Order vs. Electronic-Add'l	Incremental Charge - Manual Svc Order vs. Electronic-Disc 1st	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
<b>ADJACENT COLLOCATION</b>																
	Adjacent Collocation - Space Charge per Sq. Ft.			CLOAC	PE1JA	0.14										
	Adjacent Collocation - Electrical Facility Charge per Linear Ft.			CLOAC	PE1JC	5.41										
	Adjacent Collocation - 2-Wire Cross-Connects			UEANL,UEQ,UEA,U CL, UAL, UHL, UDN	PE1JE	0.02	12.30	11.80	6.03	5.44						
	Adjacent Collocation - 4-Wire Cross-Connects			UEA,UHL,UDL,UCL	PE1JF	0.04	12.39	11.87	6.39	5.73						
	Adjacent Collocation - DS1 Cross-Connects			USL	PE1JG	1.03	22.03	15.93	6.40	5.79						
	Adjacent Collocation - DS3 Cross-Connects			UE3	PE1JH	13.95	20.89	15.20	7.38	5.92						
	Adjacent Collocation - 2-Fiber Cross-Connect			CLOAC	PE1JJ	2.36	20.89	15.20	7.38	5.92						
	Adjacent Collocation - 4-Fiber Cross-Connect			CLOAC	PE1JK	4.52	25.55	19.86	9.71	8.25						
	Adjacent Collocation - Application Fee			CLOAC	PE1JB		1,576.69		0.51							
	Adjacent Collocation - 120V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JL	4.91										
	Adjacent Collocation - 240V, Single Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JM	9.84										
	Adjacent Collocation - 120V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JN	14.74										
	Adjacent Collocation - 277V, Three Phase Standby Power Rate per AC Breaker Amp			CLOAC	PE1JO	34.06										
	Adjacent Collocation - DC power provisioning (Alabama Only Mandate ICB)															
	Note: ICB means Individual Case Basis															

**ATTACHMENT 5**  
**ACCESS TO NUMBERS AND NUMBER PORTABILITY**

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3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES .....	5

## **ACCESS TO NUMBERS AND NUMBER PORTABILITY**

### **1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS**

1.1 During the term of this Agreement, where BHN is utilizing its own switch, BHN shall contact the North American Numbering Plan Administrator, NeuStar, for the assignment of numbering resources. In order to be assigned a Central Office Code, BHN will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

1.2 Where AT&T provides local switching or resold services to BHN, AT&T will provide BHN with on-line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. BHN acknowledges that such access to numbers shall be in accordance with the appropriate FCC rules and regulations. BHN acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center; and in such instances, AT&T may request that BHN return unused intermediate numbers to AT&T. BHN shall return unused intermediate numbers to AT&T upon AT&T's request. AT&T shall make all such requests on a nondiscriminatory basis.

1.3 AT&T will allow BHN to designate up to 100 intermediate telephone numbers per rate center for BHN's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. BHN acknowledges that there may be instances where there is a shortage of telephone numbers in a particular rate center and AT&T, on a non-discriminatory basis, has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources.

### **2. NUMBER PORTABILITY PERMANENT SOLUTION**

2.1 Each Party shall use reasonable efforts to facilitate the expeditious deployment of Local Number Portability ("LNP") consistent with the processes and implementation schedules for LNP deployment prescribed by the FCC. In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that may be adopted by the state Commission or the FCC. Such requirements and guidelines include, but are not limited to, ordering and provisioning process flows, SMS administration, NPAC administration, regression testing, and network architecture as described in the Second Report and Order (FCC 97-289). The Parties shall implement the generic

requirements for LNP as ordered by the FCC and recommended by the NANC. The Parties shall work cooperatively to implement standards adopted by the North American Numbering Council (“NANC”) or telecommunications industry fora.

- 2.2 The requirements for LNP shall include the following:
  - 2.2.1 Subscribers must be able to change local service providers and retain the same telephone number(s) consistent with FCC Rules and Regulations.
- 2.3 SMS Administration. The Parties will work cooperatively with other local service providers to establish and maintain contracts for the LNP Service Management System (“SMS”).
- 2.4 Network Architecture
  - 2.4.1 Architecture shall be consistent with the FCC’s 2<sup>nd</sup> Report and Order.
- 2.5 Signaling. In connection with LNP, each Party agrees to use SS7 signaling in accordance with applicable FCC Rules and Orders.
- 2.6 N-1 Query. AT&T and BHN will adhere to the NANC recommendations as adopted by the FCC in Order No. 97-298, released August 18, 1997.
- 2.7 Porting of Reserved Numbers and Suspended Lines. Customers of each Party may port numbers, via LNP, that are in a denied state or that are on suspend status. In addition, Customers of each Party may port reserved numbers that the Customer has paid to reserve. Portable reserved numbers are identified on the Customer’s CSR. In anticipation of porting from one Party to the other Party, a Party’s subscriber may reserve additional telephone numbers and include them with the numbers that are subsequently ported to the other Party. It is not necessary to restore a denied number before it is ported.
- 2.8 Splitting of Number Groups. If blocks of subscriber numbers (including, but not limited to, DID numbers and MultiServ groups) are split in connection with an LNP request, the Parties shall permit such splitting. AT&T and BHN shall offer number portability to customers for any portion of an existing block of DID numbers without being required to port the entire block of numbers. AT&T and BHN shall permit end-users who port a portion of DID numbers to retain DID service on the remaining portion of numbers. If a Party requests porting a range of DID numbers smaller than a whole block, that Party shall pay the applicable charges for doing so as set forth in Attachment 2 of this Agreement. In the event a rate is not available then the Parties shall negotiate a rate for such services.
- 2.9 Intercept Announcement - Cause Code 26. If a call to a ported number is routed to either Party's switch, even though the LRN signaled on the call is for the receiving Party's switch, then the receiving Party's switch will provide Cause Code 26 treatment either (i) by playing an appropriate intercept announcement; or (ii) by

releasing the call back to the originating switch with the release cause shown as Code 26. The intercept announcement played in this situation will suggest that the call be re-tried at a later time; the caller must not be encouraged to immediately retry the call. This Section 2.9 shall not relieve the Parties of any of their LNP duties and obligations as set forth in this Section 2.

- 2.10 End User Line Charge. Where BHN subscribes to AT&T's local switching, AT&T shall bill and BHN shall pay the end user line charge associated with implementing PNP as set forth in AT&T's FCC Tariff No. 1. This charge is not subject to the resale discount set forth in Attachment 1 of this Agreement.
- 2.11 AT&T and BHN will adhere to the process flows and cutover guidelines as ordered by the FCC or as recommended by industry standard fora. AT&T and BHN will work cooperatively to implement changes to LNP process flows ordered by the FCC or as recommended by standard industry fora addressing LNP.
- 2.12 The Parties will set Local Routing Number (LRN) unconditional or 10-digit triggers where applicable. Where triggers are set, the porting Party will remove the ported number at the same time the trigger is removed.
- 2.13 A trigger order is a service order issued in advance of the porting of a number. A trigger order 1) initiates call queries to the AIN SS7 network in advance of the number being ported; and 2) provides for the new service provider to be in control of when a number ports.
- 2.14 Where triggers are not set, the Parties shall coordinate the porting of the number between service providers so as to minimize service interruptions to the end user.
- 3. OPERATIONAL SUPPORT SYSTEM (OSS) RATES**
- 3.1 The terms, conditions and rates for OSS are as set forth in Attachment 2.

**Attachment 6**

**Pre-Ordering, Ordering, Provisioning,  
Maintenance and Repair**

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## **PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

### **1. QUALITY OF PRE-ORDERING, ORDERING, PROVISIONING, MAINTENANCE AND REPAIR**

- 1.1 AT&T shall provide to BHN nondiscriminatory access to its Operations Support Systems (OSS) and the necessary information contained therein in order that BHN can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing.. AT&T shall provide BHN with all relevant documentation (manuals, user guides, specifications, etc.) regarding business rules and other formatting information as well as practices and procedures necessary to ensure requests are efficiently processed. All documentation will be readily accessible at AT&T's interconnection website and are incorporated herein by reference. AT&T shall ensure that its OSS are designed to accommodate access requests for both current and projected demand of BHN and other CLECs in the aggregate.
- 1.2 AT&T shall provision services during its regular working hours. To the extent BHN requests provisioning of service to be performed outside AT&T's regular working hours, or the work so requested requires AT&T's technicians or Project Manager to work outside of regular working hours, overtime charges shall apply. Notwithstanding the foregoing, if such work is performed outside of regular working hours by a AT&T technician or Project Manager during his or her scheduled shift and AT&T does not incur any overtime charges in performing the work on behalf of BHN, AT&T will not assess BHN additional charges beyond the rates and charges specified in this Agreement.

### **2. ACCESS TO OPERATIONS SUPPORT SYSTEMS**

- 2.1 AT&T shall provide BHN nondiscriminatory access to its OSS and the necessary information contained therein in order that BHN can perform the functions of pre-ordering, ordering, provisioning, maintenance and repair, and billing. AT&T shall provide nondiscriminatory access to the OSS through manual and/or electronic interfaces as described in this Attachment. It is the sole responsibility of BHN to obtain the technical capability to access and utilize AT&T's OSS interfaces. Specifications for BHN's access and use of AT&T's electronic interfaces are set forth at AT&T's interconnection website and are incorporated herein by reference.
- 2.1.1 Pre-Ordering. AT&T will provide electronic access to its OSS and the information contained therein in order that BHN can perform the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, customer record information and loop makeup information. Mechanized access is provided by electronic interfaces whose specifications for access and use are set forth at AT&T's interconnection website and are incorporated herein by reference. The process by which AT&T

and BHN will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. BHN shall provide to AT&T access to customer record information, including circuit numbers associated with each telephone number where applicable. BHN shall provide such information within four (4) hours after request via electronic access where available. If electronic access is not available, BHN shall provide to AT&T paper copies of customer record information, including circuit numbers associated with each telephone number where applicable. If AT&T requests the information before noon, the customer record information shall be provided the same day. If AT&T requests the information after noon, the customer record information shall be provided by noon the following day.

2.1.2 The Parties agree not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission. The Parties will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the state in which the service is provided. Each party reserves the right to audit the other party's access to customer record information. If an audit of a Party's access to customer record information reveals that the audited Party is accessing customer record information without having obtained the proper End User authorization, the auditing Party upon reasonable notice to the audited party may take corrective action, including but not limited to suspending or terminating the provision of the information and the electronic access to OSS functionality. All such information obtained through an audit shall be deemed Information covered by the Proprietary and Confidential Information section in the General Terms and Conditions of this Agreement.

2.1.3 Ordering. AT&T will make available to BHN electronic interfaces for the purpose of exchanging order information, including order status and completion notification, for non-complex and certain complex resale requests and certain network elements. Specifications for access and use of AT&T's electronic interfaces are set forth at AT&T's interconnection website and are incorporated herein by reference. The process by which AT&T and BHN will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below.

2.1.4 Maintenance and Repair. AT&T will make available to BHN electronic interfaces for the purpose of reporting and monitoring service troubles. Specifications for access and use of AT&T's maintenance and repair electronic interfaces are set forth at AT&T's interconnection website and are incorporated herein by reference. The process by which AT&T and BHN will manage these electronic interfaces to include the development and introduction of new interfaces will be governed by the change management process as described below. Requests for trouble repair are billed in accordance with the provisions of this Agreement. AT&T and BHN agree to adhere to AT&T's Operational Understanding, as amended from time to time during this Agreement and as incorporated herein by reference. The Operational Understanding may be accessed via AT&T's interconnection website.

2.1.5 Billing. AT&T will provide BHN nondiscriminatory access to billing information as specified in Attachment 7 to this Agreement.

2.2 Change Management. AT&T and BHN agree that the collaborative change management process known as the Change Control Process (CCP) will be used to manage changes to existing AT&T interfaces, introduction of new AT&T interfaces and retirement of AT&T interfaces. AT&T and BHN agree to comply with the provisions of the documented Change Control Process as may be amended from time to time and incorporated herein by reference. The change management process will cover changes to AT&T's electronic interfaces, AT&T's testing environment, associated manual process improvements, and relevant documentation. The process will define a procedure for resolution of change management disputes. Documentation of the CCP as well as related information and processes will be clearly organized and readily accessible to BHN at AT&T's interconnection website.

2.3 Rates. Charges for use of OSS shall be as set forth in this Agreement.

### **3. MISCELLANEOUS**

3.1 Pending Orders. Orders placed in the hold or pending status by BHN will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, BHN shall be required to submit a new service request. Incorrect or invalid requests returned to BHN for correction or clarification will be held for thirty (30) days. If BHN does not return a corrected request within thirty (30) days, AT&T will cancel the request.

3.2 Single Point of Contact. BHN will be the single point of contact with AT&T for ordering activity for network elements and other services used by BHN to provide services to its End Users, except that AT&T may accept a request directly from another CLEC, or AT&T, acting with authorization of the affected End User. BHN and AT&T shall each execute a blanket letter of authorization with respect to customer requests so that prior proof of end-user authorization will not be necessary with every request (except in the case of a local service freeze). The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for requests, provided, however, that such processes shall comply with applicable state and federal law and industry and regulatory guidelines. Pursuant to a request from another carrier, AT&T may disconnect any network element being used by BHN to provide service to that End User and may reuse such network elements or facilities to enable such other carrier to provide service to the End User. AT&T will notify BHN that such a request has been processed but will not be required to notify BHN in advance of such processing.

3.2.1 Neither AT&T nor BHN shall prevent or delay an end-user from migrating to another carrier because of unpaid bills, denied service, or contract terms.

- 3.2.2 AT&T shall return a Firm Order Confirmation (FOC) and Local Service Request (LSR) rejection/clarification within the intervals in accordance with the Service Quality Measurement (SQM) set forth in Attachment 9 of this Agreement.
- 3.2.3 BHN shall return a FOC to AT&T within thirty-six (36) hours after BHN's receipt from AT&T of a valid LSR.
- 3.2.4 BHN shall provide a Reject Response to AT&T within twenty-four (24) hours after AT&T's submission of an LSR which is incomplete or incorrectly formatted.
- 3.3 Use of Facilities. When a customer of BHN elects to discontinue service and to transfer service to another local exchange carrier, including AT&T, AT&T shall have the right to reuse the facilities provided to BHN by AT&T. In addition, where AT&T provides local switching, AT&T may disconnect and reuse facilities when the facility is in a denied state and AT&T has received a request to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility. AT&T will notify BHN that such a request has been processed after the disconnect order has been completed.
- 3.4 Contact Numbers. The Parties agree to provide one another with toll-free nationwide (50 states) contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.5 Subscription Functions. In cases where AT&T performs subscription functions for an interexchange carrier (IXC) (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), AT&T will in all possible instances provide the affected IXCs with the Operating Company Number (OCN) of the local provider for the purpose of obtaining End User billing account and other End User information required under subscription requirements.
- 3.5.1 When BHN's End User, served by resale or loop and port combinations, changes its PIC or LPIC, and per AT&T's FCC or state tariff the interexchange carrier elects to charge the End User the PIC or LPIC change charge, AT&T will bill the PIC or LPIC change charge to BHN, which has the billing relationship with that End User, and BHN may pass such charge to the End User.
- 3.6 Cancellation Charges. If BHN cancels a request for network elements or resold services, any costs incurred by AT&T in conjunction with the provisioning of that request will be recovered in accordance with AT&T's Private Line Tariff or AT&T's FCC No. 1 Tariff, Section 5.4, as applicable. Notwithstanding the foregoing, if BHN places an LSR based upon AT&T's loop makeup information, and such information is inaccurate resulting in the inability of AT&T to provision the network elements requested and another spare compatible facility cannot be found with the transmission characteristics of the network elements originally requested, cancellation charges described in this Section shall not apply. Where BHN places a single LSR for multiple network elements or services based upon loop makeup information, and information as to some, but not all, of the network

elements or services is inaccurate, if AT&T cannot provision the network elements or services that were the subject of the inaccurate loop makeup information, BHN may cancel its request for those network elements or services without incurring cancellation charges as described in this Section. In such instance, should BHN elect to cancel the entire LSR, cancellation charges as described in this Section shall apply to those elements and services that were not the subject of inaccurate loop makeup.

- 3.7 Service Date Advancement Charges (a.k.a. Expedites). For Service Date Advancement requests by BHN, Service Date Advancement charges will apply for intervals less than the standard interval as outlined in the AT&T Product and Services Interval Guide. The charges as outlined in AT&T's FCC No. 1 Tariff, Section 5, will apply as applicable.

## **Attachment 7**

### **Billing**

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## BILLING

### 1. PAYMENT AND BILLING ARRANGEMENTS

The terms and conditions set forth in this Attachment shall apply to all services ordered and provisioned pursuant to this Agreement.

- 1.1 AT&T will bill through the Carrier Access Billing System (CABS), Integrated Billing System (IBS) and/or the Customer Records Information Systems (CRIS) depending on the particular service(s) provided to BHN under this Agreement. AT&T will format all bills in CABS Billing Output Specification (CBOS) Standard or CLUB/EDI format, depending on the type of service provided. For those services where standards have not yet been developed, AT&T's billing format may change in accordance with applicable industry standards.
  - 1.1.1 For any service(s) AT&T receives from BHN, BHN shall bill AT&T in CBOS format.
  - 1.1.2 Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to AT&T.
  - 1.1.3 AT&T will render bills each month on established bill days for each of BHN's accounts. If either Party requests multiple billing media or additional copies of the bills, the billing Party will provide these at the rates set forth in AT&T's FCC No. 1 Tariff, Section 13.3.6.3, except for resold services which shall be at the rates set forth in AT&T's Non-Regulated Services Pricing List N6.
  - 1.1.4 AT&T will bill BHN in advance for all services to be provided during the ensuing billing period except charges associated with service usage and nonrecurring charges, which will be billed in arrears.
    - 1.1.4.1 For resold services, charges for services will be calculated on an individual End User account level, including, if applicable, any charge for usage or usage allowances. AT&T will also bill BHN, and BHN will be responsible for and remit to AT&T, all charges applicable to said services including but not limited to 911 and E911 charges, End Users common line charges, federal subscriber line charges, telecommunications relay charges, and franchise fees, unless otherwise ordered by a Commission.
  - 1.1.5 AT&T will not perform billing and collection services for BHN as a result of the execution of this Agreement.
- 1.2 Establishing Accounts. After submitting a credit profile and deposit, if required, and after receiving certification as a local exchange carrier from the appropriate Commission, BHN will provide the appropriate AT&T advisory team/local contract manager the necessary documentation to enable AT&T to establish accounts for Local Interconnection, Network Elements and Other Services and/or



resold services. Such documentation shall include the Application for Master Account, if applicable, proof of authority to provide telecommunications services, the appropriate Operating Company Numbers (OCN) for each state as assigned by the National Exchange Carriers Association (NECA), Carrier Identification Code (CIC), if applicable, Access Customer Name and Abbreviation (ACNA), if applicable, Blanket Letter of Authorization (LOA), Misdirected Number form, and a tax exemption certificate, if applicable. Notwithstanding anything to the contrary in this Agreement, BHN may not order services under a new account established in accordance with this Section 1.2 until thirty (30) days after all information specified in this Section 1.2 is received from BHN.

1.2.1 Company Identifiers. If BHN needs to change, add to, eliminate or convert its OCN(s), ACNAs and other identifying codes (collectively “Company Identifiers”) under which it operates when BHN has already been conducting business utilizing those Company Identifiers, BHN shall pay all just and reasonable charges as a result of such change, addition, elimination or conversion to the new Company Identifiers. Upon mutual agreement of the Parties, such change, addition, elimination or conversion to the new Company Identifiers may be done pursuant to a separately negotiated agreement. If no agreement can be mutually agreed upon, the aggrieved party may pursue the dispute resolution procedure outlined in this Agreement.

1.2.2 Tax Exemption. It is the responsibility of BHN to provide AT&T with a properly completed tax exemption certificate at intervals required by the appropriate taxing authorities. A tax exemption certificate must be supplied for each individual BHN entity purchasing Services under this Agreement. Upon AT&T’s receipt of a properly completed tax exemption certificate, subsequent billings to BHN will not include those taxes or fees from which BHN is exempt. Prior to receipt of a properly completed exemption certificate, AT&T shall bill, and BHN shall pay all applicable taxes and fees. In the event that BHN believes that it is entitled to an exemption from and refund of taxes with respect to the amount billed prior to AT&T’s receipt of a properly completed exemption certificate, AT&T shall assign to BHN its rights to claim a refund of such taxes. If applicable law prohibits the assignment of tax refund rights or requires the claim for refund of such taxes to be filed by AT&T, AT&T shall, after receiving a written request from BHN and at BHN’s sole expense, pursue such refund claim on behalf of BHN, provided that BHN promptly reimburses AT&T for any costs and expenses incurred by AT&T in pursuing such refund claim, and provided further that AT&T shall have the right to deduct any such outstanding costs and expenses from the amount of any refund obtained prior to remitting such refund to BHN. BHN shall be solely responsible for the computation, tracking, reporting and payment of all taxes and fees associated with the services provided by BHN to its End Users.

1.3 Deposit Policy. Prior to the inauguration of service or, thereafter, upon AT&T’s request, BHN shall complete the AT&T Credit Profile (AT&T form) and provide information to AT&T regarding BHN’s credit and financial condition. Based on

AT&T's analysis, which analysis shall be preformed in a commercially reasonable manner, of the AT&T Credit Profile and other relevant information regarding BHN's credit and financial condition, AT&T reserves the right to require BHN to provide AT&T with a suitable form of security deposit for BHN's account(s). If, in AT&T's reasonable business judgment, circumstances so warrant and/or BHN's gross monthly billing has increased significantly, AT&T reserves the right to request additional security (or to require a security deposit if none was previously requested). In determining an adverse material change, AT&T may evaluate factors such as payment history with suppliers, bank relationships, audited financial statements ratios, years in business, management history, number of liens, suits or judgments and pay history with AT&T. Such adverse material changes may not be measured based upon changes that alone would not be deemed material.

- 1.3.1 Security deposit shall take the form of cash, an Irrevocable Letter of Credit (AT&T form), Surety Bond (AT&T form) or, in AT&T's sole discretion, some other form of security proposed by BHN. Any such security deposit shall in no way release BHN from its obligation to make complete and timely payments of its bill(s). If AT&T requires BHN to provide a security deposit, BHN shall provide such security deposit prior to the inauguration of service or within fifteen (15) days of AT&T's request, as applicable or as otherwise agreed to by the Parties. Deposit request notices will be sent to BHN via certified mail or overnight delivery. Such notice period will start the day after the deposit request notice is rendered by certified mail or overnight delivery. Interest on a cash security deposit shall accrue and be applied or refunded in accordance with the terms in AT&T's General Subscriber Services Tariff (GSST).
- 1.3.1.1 If BHN establishes a consecutive twelve (12) month prompt payment history and then requests AT&T to review BHN's credit risk status and if the review determines that payment manner and other factors used in a commercially reasonable manner indicate that BHN is no longer a credit risk, or if this Agreement is terminated, the deposit plus accrued interest to a cash deposit, if applicable, will be applied to BHN's account. Notwithstanding the foregoing, in the event that AT&T is holding a security deposit under this Agreement at the time the Parties enter into a Subsequent Agreement containing a provision for payment of deposits, AT&T may continue to hold the deposit in accordance with such terms in the Subsequent Agreement.
- 1.3.2 Security deposits collected under this Section 1.3 shall not exceed two (2) months' estimated billing. Estimated billings are calculated based upon the monthly average of the previous six (6) months current billings, if BHN has received service from AT&T during such period at a level comparable to that anticipated to occur over the next six (6) months. If either BHN or AT&T has reason to believe that the level of service to be received during the next six (6) months will be materially higher or lower than received in the previous six (6) months, BHN and AT&T shall agree on a level of estimated billings based on all relevant information.

- 1.3.3 In the event BHN fails to provide AT&T with a suitable form of security deposit or additional security deposit as required herein, defaults on its account(s), or otherwise fails to make any payment or payments required under this Agreement in the manner and within the time required, service to BHN may be Suspended, Discontinued or Terminated in accordance with the terms of Section 1.5 below. Upon Termination of services, AT&T shall apply any security deposit to BHN's final bill for its account(s) and refund any excess.
- 1.3.3.1 At least seven (7) days prior to the expiration of any letter of credit provided by BHN as security under this Agreement, BHN shall renew such letter of credit or provide AT&T with evidence that BHN has obtained a suitable replacement for the letter of credit. If BHN fails to comply with the foregoing, AT&T shall thereafter be authorized to draw down the full amount of such letter of credit and utilize the cash proceeds as security for BHN accounts(s). If BHN provides a security deposit or additional security deposit in the form of a surety bond as required herein, BHN shall renew the surety bond or provide AT&T with evidence that BHN has obtained a suitable replacement for the surety bond at least seven (7) days prior to the cancellation date of the surety bond. If BHN fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for BHN's account(s). If the credit rating of any bonding company that has provided BHN with a surety bond provided as security hereunder has fallen below B, AT&T will provide written notice to BHN that BHN must provide a replacement bond or other suitable security within fifteen (15) days of AT&T's written notice. If BHN fails to comply with the foregoing, AT&T shall thereafter be authorized to take action on the surety bond and utilize the cash proceeds as security for BHN's account(s). Notwithstanding anything contained in this Agreement to the contrary, AT&T shall be authorized to draw down the full amount of any letter of credit or take action on any surety bond provided by BHN as security hereunder if BHN defaults on its account(s) or otherwise fails to make any payment or payments of undisputed amounts as required under this Agreement in the manner and within the time, as required herein.
- 1.4 Payment Responsibility. Payment of all undisputed charges will be the responsibility of BHN. BHN shall pay invoices by utilizing wire transfer services or automatic clearing house services as otherwise agreed by the Parties. BHN shall make payment to AT&T for all services billed including disputed amounts. AT&T will not become involved in billing disputes that may arise between BHN and BHN's End User.
- 1.4.1 Payment Due. Payment of undisputed charges for services provided by AT&T, including disputed charges, is due on or before the next bill date, i.e., the same date in the following month as the bill date, and is payable in immediately available funds. Information required to apply payments must accompany the payment. The information must notify AT&T of Billing Account Numbers (BAN) paid; invoices paid and the amount to be applied to each BAN and invoice (Remittance

Information). Payment is considered to have been made when the payment and Remittance Information are received by AT&T. If the Remittance Information is not received with payment, AT&T will be unable to apply amounts paid to BHN's accounts. In such event, AT&T shall hold such funds until the Remittance Information is received. If AT&T does not receive the Remittance Information by the payment due date for any account(s), late payment charges shall apply.

- 1.4.1.1 Due Dates. If the payment due date falls on a Sunday or on a holiday that is observed on a Monday, the payment due date shall be the first non-holiday day following such Sunday or holiday. If the payment due date falls on a Saturday or on a holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-holiday day preceding such Saturday or holiday. If payment is not received by the payment due date, a late payment charge, as set forth in Section 1.4.1.2, below, shall apply.
- 1.4.1.2 Late Payment. If any portion of the payment is not received by the billing Party on or before the payment due date as set forth preceding, or if any portion of the payment is received by the billing Party in funds that are not immediately available to the billing Party, then a late payment and/or interest charge shall be due to the billing Party. The late payment and/or interest charge shall apply to the portion of the payment not received and shall be assessed by AT&T as set forth in Section A2 of the General Subscriber Services Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, or pursuant to the applicable state law, whichever is lower. The late payment or interest charge assessed by AT&T shall be the maximum rate permitted by law. In addition to any applicable late payment and/or interest charges, the billed Party may be charged a fee for all returned checks at the rate set forth in Section A2 of the General Subscriber Services Tariff or pursuant to the applicable state law. Returned check charges assessed by AT&T shall be at a rate reciprocal to that charged by AT&T or the applicable state law.
- 1.5 Discontinuing Service to BHN. The procedures for discontinuing service to BHN are as follows:
  - 1.5.1 In order of severity, Suspend/Suspension, Discontinue/Discontinuance and Terminate/Termination are defined as follows for the purposes of this Attachment:
    - 1.5.1.1 Suspend/Suspension is the temporary restriction of the billed Party's access to the ordering systems and/or access to the billed Party's ability to initiate PIC-related changes. In addition, during Suspension, pending orders may not be completed and orders for new service or changes to existing services may not be accepted.
    - 1.5.1.2 Discontinue/Discontinuance is the denial of service by the billing Party to the billed Party that will result in the disruption and discontinuation of service to the billed Party's End Users or customers. Additionally, at the time of Discontinuance,

AT&T will remove any Local Service Freezes in place on the billed Party's End Users.

- 1.5.1.3 Terminate/Termination is the disconnection of service by the billing Party to the billed Party.
- 1.5.2 AT&T reserves the right to Suspend, Discontinue or Terminate service in the event of prohibited, unlawful or improper use of AT&T facilities or service, abuse of AT&T facilities, or any other violation or noncompliance by BHN of the rules and regulations of AT&T's tariffs.
- 1.5.3 Suspension. If payment of undisputed amounts due as described herein is not received by the bill date, i.e., the same date in the following month after the original bill date, or fifteen (15) days from the date of a deposit request in the case of security deposits, AT&T will provide written notice to BHN that services will be Suspended if payment of such undisputed amounts, and all other undisputed amounts that become past due before Suspension, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above, or in the case of a security deposit request, in the manner set forth in Section 1.3.1: (1) within seven (7) days following such notice for CABS billed services; (2) within fifteen (15) days following such notice for CRIS and IBS billed services; and (3) within seven (7) days following such notice for security deposit requests.
- 1.5.3.1 The Suspension notice shall also provide that all past due undisputed charges for CRIS and IBS billed services, and all other undisputed amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CRIS and IBS billed services.
- 1.5.3.2 For CABS billed services, AT&T will provide a Discontinuance notice that is separate from the Suspension notice, that all past due charges for CABS billed Services, and all other amounts that become past due for such services before Discontinuance, must be paid within thirty (30) days from the date of the Suspension notice to avoid Discontinuance of CABS billed services. This Discontinuance notice may be provided at the same time that AT&T provides the Suspension notice.
- 1.5.4 Discontinuance. If payment of undisputed amounts due as described herein is not received by the bill date, i.e., the same date in the following month after the original bill date, AT&T will provide written notice that AT&T may Discontinue the provision of existing services to BHN if payment of such undisputed amounts, and all other undisputed amounts that become past due before Discontinuance, including requested security deposits, is not received by wire transfer, automatic clearing house or cashier's check in the manner set forth in Section 1.4.1 above or in the case of a deposit in accordance with Section 1.3.1, within thirty (30) days

following such written notice; provided, however, that AT&T may provide written notice that such existing services may be Discontinued within fifteen (15) days following such notice, subject to the criteria described in Section 1.5.5.

1.5.5 AT&T may take the action to Discontinue the provision of existing service upon fifteen (15) days from the day after AT&T provides written notice of such Discontinuance if (a) such notice is sent by certified mail or overnight delivery; (b) BHN has not paid all amounts due pursuant to a subject bill(s), or has not provided adequate security pursuant to a deposit request; and (c) either:

(1) AT&T has sent the subject bill(s) to BHN within (7) business days of the bill date(s), verifiable by records maintained by AT&T:

- i. in paper or CDROM form via the United States Postal Service (USPS),  
or
- ii. in magnetic tape form via overnight delivery, or
- iii. via electronic transmission; or

(2) AT&T has sent the subject bill(s) to BHN, using one of the media described in (1) above, more than thirty (30) days before notice to Discontinue service has been rendered.

1.5.6 In the case of Discontinuance of services, all undisputed billed charges, as well as applicable disconnect charges, shall become due.

1.5.7 BHN is solely responsible for notifying the End User of the Discontinuance of service. If, within seven (7) days after BHN's services have been Discontinued, BHN pays, by wire transfer, automatic clearing house or cashier's check, all past due undisputed charges, including late payment charges, outstanding security deposit request amounts if applicable and any applicable restoral charges as set forth in Section A4 of the GSST, then AT&T will reestablish service for BHN.

1.5.7.1 Termination. If within seven (7) days after BHN's service has been Discontinued and BHN has failed to pay all past due charges as described above, then BHN's service will be Terminated.

1.6 Notices. Notwithstanding anything to the contrary in this Agreement, all bills and notices regarding billing matters, disconnection of services for nonpayment of charges, and rejection of additional orders from BHN, shall be forwarded to the individual and/or address provided by BHN in establishment of its billing account(s) with AT&T, or to the individual and/or address subsequently provided by BHN as the contact for billing. All monthly bills and notices described in this Section shall be forwarded to the same individual and/or address; provided, however, upon written request from BHN to AT&T's billing organization, the notice of discontinuance of services purchased by BHN under this Agreement provided for in Section 1.5.4 of this Attachment shall be sent via certified mail to

the individual(s) listed in the Notices provision of the General Terms and Conditions of this Agreement.

## **2. BILLING DISPUTES**

- 2.1 The Parties shall electronically submit all billing disputes to each other utilizing email or other electronic method upon agreement. The Parties will utilize AT&T's RF-1461 form or another format mutually agreed upon. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) days of the notification date. Within ten (10) business days of the billing Party's denial, or partial denial, of the billing dispute, if the billed Party is not satisfied with billing Party's resolution of the billing dispute or if no response to the billing dispute has been received by the billed Party by such sixtieth (60<sup>th</sup>) day, the billed Party will pursue the escalation process as outlined in Section 2.1.1.
- 2.1.1 If no dispute resolution has been received within sixty (60) days of the dispute notification date, the billed Party will contact the billing Party's designated first level of escalation. That first level of escalation will commit to resolve the dispute within an interval that is mutually agreed upon.
- 2.1.1.1 If the billed Party receives a dispute resolution, but is not satisfied with the billing Party's dispute resolution, the billed Party will initially contact the billing Party's representative who prepared the dispute response. After review of the dispute with that representative, if COMCAST is the billed Party and elects to pursue the dispute, they must utilize the Billing Dispute Escalation Matrix, set forth on AT&T's Interconnection Services Web site. If AT&T is the billed Party and elects to pursue the Dispute, they must utilize a Billing Dispute Escalation Matrix to be provided electronically to AT&T by COMCAST. The billed Party will escalate disputes within ten (10) days of denial or partial denial by the billing Party.
- 2.1.1.2 At each level of escalation, the Billing Party's designated escalation contact will commit to respond to the billed Party's escalation within an interval that is mutually agreeable. If that commitment is not met, or if the response from that level of escalation does not satisfy the billed Party, if the billed Party elects to pursue the dispute, they must immediately escalate to the billing Party's next highest level of escalation. If the billed Party does not elect to pursue the dispute by utilizing the escalation process, the billing Party's resolution will be considered as accepted by the billed Party and the dispute will be closed.
- 2.1.1.3 If after escalation, the Parties are unable to reach resolution, then the aggrieved Party, if it elects to pursue the dispute shall pursue dispute resolution in accordance with the General Terms and Conditions of this Agreement.
- 2.2 For purposes of this Section 2, a billing dispute means a reported dispute submitted pursuant to Section 2.1 of a specific amount of money actually billed by either Party. The billing dispute must be clearly explained by the disputing Party

and supported by written documentation, which clearly shows the basis for disputing charges. Disputes that are not clearly explained or those that do not provide complete information may be rejected by the billing Party. Claims by the billed Party for damages of any kind will not be considered a billing dispute for purposes of this Section. If the billing dispute is resolved, in whole or in part, in favor of the billed Party, any credits and interest due to the billed Party as a result thereof shall be applied to the billed Party's account by the billing Party upon resolution of the billing dispute. If the billing dispute is resolved, in whole or in part, in favor of the Billing Party, any monies withheld, including late payment charges, where applicable and interest, where applicable, will be paid promptly by the Billed Party.

### **3. REVENUE ACCOUNTING OFFICE (RAO) HOSTING**

- 3.1 Centralized Message Distribution System (CMDS) is a national message exchange system administered by Telcordia Technologies ("Telcordia") used to transmit alternately billed calls (e.g., credit card, third number and collect) from the Earning Company, as defined herein, to the Billing Company, as defined herein, to permit the Earning Company and the Billing Company to receive appropriate compensation. It is also used to transmit access records from one company to another.
- 3.2 Direct Participants are Telecommunications carriers that exchange data directly with other Direct Participants via the CMDS Data Center and may act as host companies ("Host") for those Telecommunications carriers that do not exchange data directly via the CMDS Data Center ("Indirect Participants").
- 3.3 Revenue Accounting Office (RAO) Hosting is a hosting relationship where an Indirect Participant sends and receives CMDS eligible messages to and from its Host, who then interfaces, on behalf of the Indirect Participant, with other Direct Participants for distribution and collection of these messages. RAO Hosting also includes the Direct Participant's provision of revenue settlements functions (compensation) for alternately billed calls based upon reports generated by Credit Card and Third Number Settlement (CATS) and Non-InterCompany Settlement (NICS) as described herein. CATS and NICS are collectively referred to as Intercompany Settlements.
- 3.4 The CATS System is a national system administered by Telcordia, used to settle revenues for calls that are sent from one CMDS Direct Participant to another for billing. CATS applies to calls that originate within one Regional Bell Operating Company's (RBOC) territory, as defined at Divestiture, and bill in another RBOC's territory. CATS calculates the amounts due to Earning Companies (i.e. billed revenue less the billing and collection fee). For alternately billed calls, the originating company, whose facilities are used to place the call, is the Earning Company and the company that puts the charges on the End User's bill is the Billing Company



- 3.5 The Non-InterCompany Settlement (NICS) System is the national system administered by Telcordia that is used in the settlement of revenues for calls that are originated and billed by two different local exchange carriers (LEC) within a single Direct Participant's territory to another for billing. NICS applies to calls involving another LEC where the Earning Company and the Billing Company are located within AT&T's territory.
- 3.6 RAO Hosting, CATS and NICS services provided to BHN by AT&T will be in accordance with the methods and practices regularly applied by AT&T to its own operations during the term of this Agreement, including such revisions as may be made from time to time by AT&T.
- 3.7 BHN shall furnish all relevant information required by AT&T for the provision of RAO Hosting, CATS and NICS.
- 3.8 Charges or credits, as applicable, will be applied by AT&T to BHN on a monthly basis in arrears. Amounts due (excluding adjustments) are due on or before the next bill date.
- 3.9 BHN must have its own unique hosted RAO code. Where AT&T is the selected CMDS interfacing host, BHN must request that AT&T establish a unique hosted RAO code for BHN. Such request shall be in writing to the AT&T RAO Hosting coordinator and must be submitted at least eight (8) weeks prior to provision of services pursuant to this Section. Services shall commence on a date mutually agreed by the Parties.
- 3.10 AT&T will receive messages from BHN that are to be processed by AT&T, another Local Exchange Carrier (LEC) in the AT&T region or a LEC outside the AT&T region. BHN shall send all messages to AT&T no later than sixty (60) days after the message date.
- 3.11 AT&T will perform invoice sequence checking, standard Exchange Message Interface (EMI) format editing, and balancing of message data with the EMI trailer record counts on all data received from BHN.
- 3.12 All data received from BHN that is to be processed or billed by another LEC within the AT&T region will be distributed to that LEC in accordance with the Agreement(s) in effect between AT&T and the involved LEC.
- 3.13 All data received from BHN that is to be placed on the CMDS network for distribution outside the AT&T region will be handled in accordance with the agreement(s) in effect between AT&T and its connecting contractor.
- 3.14 AT&T will receive messages from the CMDS network that are destined to be processed by BHN and will forward them to BHN on a daily basis for processing.

- 3.15 Transmission of message data between AT&T and BHN will be distributed via Secure File Transfer Protocol (FTP) mailbox. 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. If AT&T determines the Secure FTP Mailbox is nearing capacity levels, AT&T may move BHN to CONNECT:Direct file delivery.
- 3.15.1 If BHN is moved to CONNECT:Direct, data circuits (private line or dial-up) may be required between AT&T and BHN for the purpose of data transmission. Where a dedicated line is required, BHN will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with AT&T. BHN will also be responsible for any charges associated with this line. Equipment required on the AT&T end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on an individual case basis. Where a dial-up facility is required, dial circuits will be installed in the AT&T data center by AT&T and the associated charges assessed to BHN. Additionally, all message toll charges associated with the use of the dial circuit by BHN will be the responsibility of BHN. Associated equipment on the AT&T end, including a modem, will be negotiated on an individual case basis between the Parties. All equipment, including modems and software, that is required on the BHN end for the purpose of data transmission will be the responsibility of BHN.
- 3.15.2 If BHN utilizes Secure File Transfer Protocol for data file transmission, purchase of the Secure File Transfer Protocol software will be the responsibility of BHN.
- 3.16 All messages and related data exchanged between AT&T and BHN will be EMI formatted records and packed between appropriate EMI header and trailer records in accordance with accepted industry standards.
- 3.17 BHN will maintain recorded message detail necessary to recreate files provided to AT&T for a period of three (3) calendar months beyond the related message dates.
- 3.18 Should it become necessary for BHN to send data to AT&T more than sixty (60) days past the message date(s), BHN will notify AT&T in advance of the transmission of the data. AT&T will work with its connecting contractor and/or BHN, where necessary, to notify all affected LECs.
- 3.19 In the event that data to be exchanged between the two Parties should become lost or destroyed, the Party responsible for creating the data will make every effort to restore and retransmit such data.
- 3.20 Should an error be detected by the EMI format edits performed by AT&T on data received from BHN, the entire pack containing the affected data will not be processed by AT&T. AT&T will notify BHN of the error. BHN will correct the error(s) and will resend the entire pack to AT&T for processing. In the event that an out-of-sequence condition occurs on subsequent packs, BHN will resend these

packs to AT&T after the pack containing the error has been successfully reprocessed by AT&T.

- 3.21 In association with message distribution service, AT&T will provide BHN with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 3.22 Notwithstanding anything in this Agreement to the contrary, in no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Section 3.
- 3.23 Intercompany Settlements Messages
- 3.23.1 Intercompany Settlements Messages facilitate the settlement of revenues associated with traffic originated from or billed by BHN as a facilities based provider of local exchange telecommunications services.
- 3.23.2 AT&T will receive the monthly NICS and CATS reports from Telcordia on behalf of BHN and will distribute copies of these reports to BHN on a monthly basis.
- 3.23.3 Through CATS, AT&T will collect the revenue earned by BHN from the RBOC in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of BHN. AT&T will remit the revenue billed by BHN to the RBOC in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), or such other amount as may be approved by the Direct Participants and Telcordia, on behalf of BHN. These two amounts will be netted together by AT&T and the resulting charge or credit issued to BHN via a Carrier Access Billing System (CABS) miscellaneous bill on a monthly basis in arrears.
- 3.23.4 Through NICS, AT&T will collect the revenue earned by BHN within the AT&T territory from another LEC also within the AT&T territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of BHN. AT&T will remit the revenue billed by BHN within the AT&T region to the LEC also within the AT&T region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by AT&T and the resulting charge or credit issued to BHN via a CABS miscellaneous bill on a monthly basis in arrears.
- 3.23.5 AT&T and BHN agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.
- 3.24 Rates. Rates for Centralized Message Distribution System (CMDS) are set out in Exhibit A to this Attachment. If no rate is identified in this Attachment, the rate for the specific service or function will be as set forth in the applicable AT&T tariff or as negotiated by the Parties upon request by either Party.

## **Attachment 8**

### **Rights-of-Way, Conduits and Pole Attachments**

## **Rights-of-Way, Conduits and Pole Attachments**

AT&T will provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by AT&T pursuant to 47 U.S.C. § 224, as amended by the Act, pursuant to terms and conditions of a mutually agreed upon license agreement subsequently negotiated with AT&T's Competitive Structure Provisioning Center.

**ATTACHMENT 9**

**PERFORMANCE MEASUREMENTS**

## PERFORMANCE MEASUREMENTS

This Attachment includes service quality measurements applicable to this Agreement on an interim basis. Notwithstanding any other provision of this Attachment, AT&T shall not be required to pay remedies on these interim measurements.

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, AT&T shall implement in that state such Performance Measurements and any applicable remedy payments. In the event the Commission adds, deletes or otherwise modifies any Service Quality Measurement ("SQM") plan and/or associated remedies, such additions, deletions or modifications shall be deemed made to the SQMs and associated remedies applicable to BHN. At such time that a state issues an Order pertaining to Performance Measurements, such Performance Measurements and applicable remedies shall supercede the interim Performance Measurements contained in this agreement, as of the date specified by the Commission. Performance Measurements and remedies that have been Ordered in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>.

# **AT&T Service Quality Measurement Plan (SQM)**

**Region Performance Metrics**

**Measurement Descriptions  
Version 0.06**

**Issue Date: June 4, 2002**



## Introduction

The AT&T Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to AT&T's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required AT&T to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)<sup>1</sup> and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and AT&T the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3<sup>rd</sup> Party audit requirements and Commission requirements.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the AT&T Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <https://pmap.bellsouth.com> in the Documentation Downloads folder.

## Report Publication Dates

Each month, preliminary SQM reports will be posted to AT&T's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th. In the event the 15th falls on a weekend or holiday, reports and payments will be posted/made the next business day.

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<sup>1</sup> *Alternative Local Exchange Companies (ALEC) and Competing Local Providers (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

## Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. Commissions will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the appropriate Commissions as soon as possible after the last day of each month.

**Document Number: RGN-V005-122101**

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## Section 1: Operations Support Systems (OSS)

### OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

#### Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

#### Exclusions

None

#### Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for AT&T) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

#### Calculation

**Response Time** = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

**Average Response Time** = c / d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

#### Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

#### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract (per reporting dimension)</li> <li>• Response Interval</li> <li>• Regional Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract (per reporting dimension)</li> <li>• Response Interval</li> <li>• Regional Scope</li> </ul>

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• <b>RSAG – Address</b> (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and AT&amp;T query this legacy system.</li> <li>• <b>RSAG – TN</b> (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and AT&amp;T query this legacy system.</li> <li>• <b>ATLAS</b> (Application for Telephone Number Load)</li> </ul>	

<p>Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and AT&amp;T service reps to select and reserve telephone numbers. CLECs and AT&amp;T query this legacy system.</p> <ul style="list-style-type: none"> <li>• <b>COFFI</b> (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.</li> <li>• <b>DSAP</b> (DOE Support Application) – provides due date information. CLECs and AT&amp;T query this legacy system.</li> <li>• <b>HAL/CRIS</b> (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows AT&amp;T servers, including LENS, access to legacy systems. CLECs query this legacy system.</li> <li>• <b>P/SIMS</b> (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.</li> <li>• <b>OASIS</b> (Obtain Available Services Information Systems) – Information on feature and rate availability. AT&amp;T queries this legacy system.</li> </ul>	
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**Table 1: Legacy System Access Times For RNS**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

**Table 2: Legacy System Access Times For R0S**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCSR	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

**Table 3: Legacy System Access Times For LENS**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

**Table 4: Legacy System Access Times For TAG**

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**Note:** CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• <b>RSAG – Address</b> (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and AT&amp;T query this legacy system.</li> <li>• <b>RSAG – TN</b> (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and AT&amp;T query this legacy system.</li> <li>• <b>ATLAS</b> (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and AT&amp;T service reps to select and reserve telephone numbers. CLECs and AT&amp;T query this legacy system.</li> <li>• <b>COFFI</b> (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.</li> <li>• <b>DSAP</b> (DOE Support Application) – provides due date information. CLECs and AT&amp;T query this legacy system.</li> <li>• <b>HAL/CRIS</b> (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows AT&amp;T servers, including LENS,</li> </ul>	<ul style="list-style-type: none"> <li>• Percent Response Received within 6.3 seconds: &gt; 95%</li> <li>• Parity + 2 seconds</li> </ul>



<p>access to legacy systems. CLECs query this legacy system.</p> <ul style="list-style-type: none"> <li>• <b>P/SIMS</b> (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.</li> <li>• <b>OASIS</b> (Obtain Available Services Information Systems) – Information on feature and rate availability. AT&amp;T queries this legacy system.</li> </ul>	
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**SEEM OSS Legacy Systems**

System	AT&T	CLEC
<b>Telephone Number/Address</b>		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
<b>Appointment Scheduling</b>		
DSAP	RNS, ROS	TAG, LENS
<b>CSR Data</b>		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
<b>Service/Feature Availability</b>		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

## OSS-2: Interface Availability (Pre-Ordering/Ordering)

### Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. “Functional Availability” is defined as the number of hours in the reporting period that the applications/interfaces are available to users. “Scheduled Availability” is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: ([www.interconnection.bellsouth.com/oss/oss\\_hour.html](http://www.interconnection.bellsouth.com/oss/oss_hour.html))

### Exclusions

- CLEC-impacting troubles caused by factors outside of AT&T’s purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than AT&T, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

### Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

### Calculation

$$\text{Interface Availability (Pre-Ordering/Ordering)} = (a / b) \times 100$$

- a = Functional Availability
- b = Scheduled Availability

### Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract Type (per reporting dimension)</li> <li>• Regional Scope</li> <li>• Hours of Downtime</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract Type (per reporting dimension)</li> <li>• Regional Scope</li> <li>• Hours of Downtime</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Regional Level</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 99.5%</li> </ul>

**OSS Interface Availability**

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/AT&T	x
SONGS	CLEC/AT&T	x
ATLAS/COFFI	CLEC/AT&T	x
BOCRIS	CLEC/AT&T	x
DSAP	CLEC/AT&T	x
RSAG	CLEC/AT&T	x
SOCS	CLEC/AT&T	x
CRIS	CLEC/AT&T	x

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

**SEEM OSS Interface Availability**

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

## OSS-3: Interface Availability (Maintenance & Repair)

### Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: ([www.interconnection.bellsouth.com/oss/oss\\_hour.html](http://www.interconnection.bellsouth.com/oss/oss_hour.html))

### Exclusions

- CLEC-impacting troubles caused by factors outside of AT&T's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than AT&T, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

### Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

### Calculation

**OSS Interface Availability** (a / b) X 100

- a = Functional Availability
- b = Scheduled Availability

### Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Availability of CLEC TAFI</li> <li>• Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM</li> <li>• ECTA</li> </ul>	<ul style="list-style-type: none"> <li>• Availability of AT&amp;T TAFI</li> <li>• Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPCM</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Regional Level</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 99.5%</li> </ul>

**OSS Interface Availability (M&R)**

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
<b>AT&amp;T &amp; CLEC</b>	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

**OSS Interface Availability (M&R)**

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

## OSS-4: Response Interval (Maintenance & Repair)

### Definition

The response intervals are determined by subtracting the time a request is received on the AT&T side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

### Exclusions

None

### Business Rules

This measure is designed to monitor the time required for the CLEC and AT&T interface system to obtain from AT&T's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the AT&T side of the interface, and the clock stops when the response has been transmitted through that same point to the requester.

**Note:** The OSS Response Interval AT&T Total Report is a combination of AT&T Residence and Business Total.

### Calculation

**OSS Response Interval** = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

**Percent Response Interval** (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

### Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
• CLEC Transaction Intervals	• AT&T Business and Residential Transactions Intervals

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Parity

**Legacy System Access Times for M&R**

System	AT&T & CLEC	Count				
		<= 4	> 4 <= 10	<= 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## PO-1: Loop Makeup - Response Time – Manual

### Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

### Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

### Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to AT&T's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from AT&T. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

**Note:** The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

### Calculation

**Response Interval** = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

**Average Interval** = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

**Percent within interval** = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period



**Report Structure**

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
  - 0 - <= 1 day
  - >1 - <= 2 days
  - >2 - <= 3 days
  - 0 - <= 3 days
  - >3 - <= 6 days
  - >6 - <= 10 days
  - > 10 days
- Average Interval in days

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Inquiries</li> <li>• SI Intervals</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Loops</li> </ul>	Benchmark <ul style="list-style-type: none"> <li>• 95% &lt;= 3 Business Days</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Loops</li> </ul>	Benchmark <ul style="list-style-type: none"> <li>• 95% &lt;= 3 Business Days</li> </ul>

## PO-2: Loop Make Up - Response Time - Electronic

### Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

### Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

### Business Rules

The response interval starts when the CLEC’s Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when AT&T’s Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

**Note:** The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

### Calculation

**Response Interval** = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

**Average Interval** = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

**Percent within interval** = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUs:
  - 0 – <= 1 minute
  - >1 – <= 5 minutes
  - 0 - <= 5 minutes
  - > 5 – <= 8 minutes
  - > 8 – <= 15 minutes
  - > 15 minutes
- Average Interval in minutes

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

<ul style="list-style-type: none"> <li>• Response Interval</li> <li>• Regional Scope</li> </ul>	
---	--

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Loops</li> </ul>	Benchmark <ul style="list-style-type: none"> <li>• 90% &lt;= 5 Minutes (05/01/01)</li> <li>• 95% &lt;= 1 Minute (08/01/01)</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Loop</li> </ul>	<ul style="list-style-type: none"> <li>• 90% &lt;= 5 Minutes (05/01/01)</li> <li>• 95% &lt;= 1 Minute (08/01/01)</li> </ul>

## Section 2: Ordering

### O-1: Acknowledgement Message Timeliness

#### Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

#### Exclusions

- Scheduled OSS Maintenance

#### Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one “envelope” requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at AT&T’s side of the interface (gateway). The end time is when the acknowledgement is transmitted by AT&T at AT&T’s side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the “Aggregator”. However, AT&T will not be able to determine which specific CLEC or state this message represented.

#### Calculation

**Response Interval** = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

**Average Response Interval** = (c / d)

- c = Sum of all Response Intervals
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

#### Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region
- Electronically Submitted LSRs
  - 0 – <= 10 minutes
  - >10 – <= 20 minutes
  - >20 – <= 30 minutes
  - 0 – <= 30 minutes
  - >30 – <= 45 minutes
  - >45 – <= 60 minutes
  - >60 – <= 120 minutes
  - >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

#### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record of Functional Acknowledgements</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• EDI</li> <li>• TAG</li> </ul>	<ul style="list-style-type: none"> <li>• EDI                             <ul style="list-style-type: none"> <li>- 90% &lt;= 30 minutes (05/01/01)</li> <li>- 95% &lt;= 30 minutes (08/01/01)</li> </ul> </li> <li>• TAG – 95% &lt;= 30 minutes</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• EDI</li> <li>• TAG</li> </ul>	<ul style="list-style-type: none"> <li>• EDI                             <ul style="list-style-type: none"> <li>- 90% &lt;= 30 minutes (05/01/01)</li> <li>- 95% &lt;= 30 minutes (08/01/01)</li> </ul> </li> <li>• TAG – 95% &lt;= 30 minutes</li> </ul>

## O-2: Acknowledgement Message Completeness

### Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

### Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

### Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the “Aggregator”, however, AT&T will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/ LSR will be partially mechanized or fully mechanized.

### Calculation

$$\text{Acknowledgement Completeness} = (a / b) \times 100$$

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

### Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region

**Note:** The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record of Functional Acknowledgements</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• EDI</li> <li>• TAG</li> </ul>	<ul style="list-style-type: none"> <li>• Benchmark: 100%</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• EDI</li> <li>• TAG</li> </ul>	<ul style="list-style-type: none"> <li>• Benchmark: 100%</li> </ul>

## O-3: Percent Flow-Through Service Requests (Summary)

### Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

### Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

#### Definitions:

**Fatal Rejects:** Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

**Auto-Clarification:** Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

**Manual Fallout:** Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- |   |  |
|---|--|
| 1. Complex*   | 8. Denials-restore and conversion, or disconnect and conversion orders   |
| 2. Special pricing plans  | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations                                      | 10. Low volume such as activity type "T" (move)                          |
| 4. New telephone number not yet posted to BOCRIS                | 11. More than 25 business lines, or more than 15 loops                   |
| 5. Pending order review required                                | 12. Transfer of calls option for the CLEC end users                      |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Intentions and Captions)                         |
| 7. Expedites (requested by the CLEC)                            |  |

\*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

**Total System Fallout:** Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to AT&T system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is AT&T caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

**Z Status:** LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

### Calculation

**Percent Flow Through** =  $a / [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO

- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

**Percent Achieved Flow Through** =  $a / [b-(c+d+e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

**Report Structure**

- CLEC Aggregate
  - Region

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of LSRs Received, by Interface, by CLEC                             <ul style="list-style-type: none"> <li>- TAG</li> <li>- EDI</li> <li>- LENS</li> </ul> </li> <li>• Total Number of Errors by Type, by CLEC                             <ul style="list-style-type: none"> <li>- Fatal Rejects</li> <li>- Auto Clarification</li> <li>- CLEC Caused System Fallout</li> </ul> </li> <li>• Total Number of Errors by Error Code</li> <li>• Total Fallout for Manual Processing</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Errors By Type                             <ul style="list-style-type: none"> <li>- AT&amp;T System Error</li> </ul> </li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark <sup>2</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark <sup>3</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>2</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

<sup>3</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."



## O-4: Percent Flow-Through Service Requests (Detail)

### Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

### Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

#### Definitions:

**Fatal Rejects:** Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

**Auto-Clarification:** Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

**Manual Fallout:** Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- |   |  |
|---|--|
| 1. Complex*   | 8. Denials-restore and conversion, or disconnect and conversion orders   |
| 2. Special pricing plans  | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations                                      | 10. Low volume such as activity type "T" (move)                          |
| 4. New telephone number not yet posted to BOCRIS                | 11. More than 25 business lines, or more than 15 loops                   |
| 5. Pending order review required                                | 12. Transfer of calls option for the CLEC end users                      |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Intentions and Captions)                         |
| 7. Expedites (requested by the CLEC)                            |  |

\*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

**Total System Fallout:** Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to AT&T system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is AT&T caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

**Z Status:** LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

### Calculation

**Percent Flow Through** =  $a / [b - (c + d + e + f)] \times 100$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued

- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

**Percent Achieved Flow Through** =  $a / [b-(c+d+e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

**Report Structure**

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of AT&T caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of LSRs Received, by Interface, by CLEC                             <ul style="list-style-type: none"> <li>- TAG</li> <li>- EDI</li> <li>- LENS</li> </ul> </li> <li>• Total Number of Errors by Type, by CLEC                             <ul style="list-style-type: none"> <li>- Fatal Rejects</li> <li>- Auto Clarification</li> <li>- CLEC Errors</li> </ul> </li> <li>• Total Number of Errors by Error Code</li> <li>• Total Fallout for Manual Processing</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Errors by Type                             <ul style="list-style-type: none"> <li>- AT&amp;T System Error</li> </ul> </li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark <sup>4</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>4</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark <sup>5</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>5</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

## O-5: Flow-Through Error Analysis

### Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

### Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

### Calculation

Total for each error type.

### Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- AT&T Caused Count of each error code
- Percent of aggregate by AT&T caused count
- Percent of AT&T by AT&T caused count

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of LSRs Received</li> <li>• Total Number of Errors by Type (by error code)</li> <li>- CLEC Caused Error</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Errors by Type (by error code)</li> <li>- AT&amp;T System Error</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## O-6: CLEC LSR Information

### Definition

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

### Exclusions

- Fatal Rejects
- LSRs submitted manually

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

### Calculation

Not Applicable

### Report Structure

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record of LSRs Received by CC, PON and Ver</li> <li>• Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## LSR Flow Through Matrix

Product	Product Type	Reqtype	ACT Type	F/T <sup>3</sup>	Complex Service	Complex Order	Planned Fallout For Manual Handling <sup>1</sup>	EDI	TAG <sup>2</sup>	LENS <sup>4</sup>
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
ESSX	C	P	C,D,T,V,S,B,W,L .P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N

Product	Product Type	Reqtype	ACT Type	F/T <sup>3</sup>	Complex Service	Complex Order	Planned Fallout For Manual Handling <sup>1</sup>	EDI	TAG <sup>2</sup>	LEN <sup>4</sup>
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+INP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B,W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E,M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E,M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note<sup>1</sup>: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

**Note<sup>2</sup>:** The TAG column includes those LSRs submitted via Robo TAG.

**Note<sup>3</sup>:** For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Intentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

**Note<sup>4</sup>:** Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

**Note<sup>5</sup>:** EELs are manually ordered.

**Note<sup>6</sup>:** LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.



## O-7: Percent Rejected Service Requests

### Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

### Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

### Business Rules

**Fully Mechanized:** An LSR is considered “rejected” when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of “Rejects” in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

*Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.*

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

**Partially Mechanized:** A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and “falls out” for manual handling. It is then put into “clarification” and sent back (rejected) to the CLEC.

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

**Non-Mechanized:** LSRs which are faxed or mailed to the LCSC for processing and “clarified” (rejected) back to the CLEC by the AT&T service representative.

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

### Calculation

**Percent Rejected Service Requests** = (a / b) X 100

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

### Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Product Specific Percent Rejected
- Total Percent Rejected

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of LSRs</li> <li>• Total Number of Rejects</li> <li>• State and Region</li> <li>• Total Number of ASRs (Trunks)</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized <ul style="list-style-type: none"> <li>• Resale - Residence</li> <li>• Resale - Business</li> <li>• Resale – Design (Special)</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Loop + Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loop</li> <li>• UNE Other Design</li> <li>• UNE Other Non-Design</li> <li>• Local Interoffice Transport</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## O-8: Reject Interval

### Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

### Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM  
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM  
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

### Business Rules

**Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

**Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

**Non-Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

### Calculation

**Reject Interval** = (a - b)

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

**Average Reject Interval** = (c / d)

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope
  - State

- Region
- Mechanized:
  - 0 - <= 4 minutes
  - >4 - <= 8 minutes
  - >8 - <= 12 minutes
  - >12 - <= 60 minutes
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 hours
- Partially Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - >24 hours
- Non-mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - 0 - <= 24 hours
  - > 24 hours
- Trunks:
  - <= 4 days
  - >4 - <= 8 days
  - >8 - <= 12 days
  - >12 - <= 14 days
  - >14 - <= 20 days
  - >20 days

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale - Residence • Resale - Business • Resale - Design (Special) • Resale PBX • Resale Centrex • Resale ISDN	• Mechanized: - 97% <= I Hour • Partially Mechanized: - 85% <= 24 hours - 85% <= 18 Hours (05/01/01) - 85% <= 10 Hours (08/01/01)

<ul style="list-style-type: none"> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Loop + Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loops</li> <li>• UNE Other Non-Design</li> <li>• Local Interoffice Transport</li> <li>• UNE Other Design</li> </ul>	<ul style="list-style-type: none"> <li>• Non-Mechanized: - 85% &lt;= 24 hours</li> </ul>
<ul style="list-style-type: none"> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Trunks: - 85% &lt;= 4 Days</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Fully Mechanized</li> </ul>	<ul style="list-style-type: none"> <li>• 97% &lt;= 1 Hour</li> </ul>
<ul style="list-style-type: none"> <li>• Partially Mechanized</li> </ul>	<ul style="list-style-type: none"> <li>• 85% &lt;= 24 Hours</li> <li>• 85% &lt;= 18 Hours (05/01/01)</li> <li>• 85% &lt;= 10 Hours (08/01/01)</li> </ul>
<ul style="list-style-type: none"> <li>• Non-Mechanized</li> </ul>	<ul style="list-style-type: none"> <li>• 85% &lt;= 24 Hours</li> </ul>

## O-9: Firm Order Confirmation Timeliness

### Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

### Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM  
From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM  
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

### Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a AT&T service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a AT&T service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

### Calculation

**Firm Order Confirmation Interval** = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

**Average FOC Interval** = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

**FOC Interval Distribution** (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

**Report Structure**

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  - 0 - <= 15 minutes
  - >15 - <= 30 minutes
  - >30 - <= 45 minutes
  - >45 - <= 60 minutes
  - >60 - <= 90 minutes
  - >90 - <= 120 minutes
  - >120 - <= 180 minutes
  - 0 - <= 3 hours
  - >3 - <= 6 hours
  - >6 - <= 12 hours
  - >12 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Partially Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - 0 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Non-Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 - <= 36 hours
  - 0 - <= 36 hours
  - >36 - <= 48 hours
  - >48 hours
- Trunks:
  - 0 - <= 5 days
  - >5 - <= 10 days
  - 0 - <= 10 days
  - >10 - <= 15 days
  - >15 - <= 20 days
  - >20 days

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• Total Number of LSRs</li> <li>• State and Region</li> <li>• Total Number of ASRs (Trunks)</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale – Residence</li> <li>• Resale – Business</li> <li>• Resale – Design (Special)</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP( Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Loop + Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loops</li> <li>• UNE Other Design</li> <li>• UNE Other Non-Design</li> <li>• Local Interoffice Transport</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized: - 95% &lt;= 3 Hours</li> <li>• Partially Mechanized:                             <ul style="list-style-type: none"> <li>- 85% &lt;= 24 Hours</li> <li>- 85% &lt;= 18 Hours (05/01/01)</li> <li>- 85% &lt;= 10 Hours (08/01/01)</li> </ul> </li> <li>• Non-mechanized: - 85% &lt;= 36 Hours</li> </ul>
<ul style="list-style-type: none"> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Trunks: - 95% &lt;= 10 Days</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% <= 3 Hours
• Partially Mechanized	<ul style="list-style-type: none"> <li>• 85% &lt;= 24 Hours</li> <li>• 85% &lt;= 18 Hours (05/01/01)</li> <li>• 85% &lt;= 10 Hours (08/01/01)</li> </ul>
• Non-Mechanized	• 85% <= 36 Hours
• IC Trunks	• 95% <= 10 Days



## O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual<sup>6</sup>

### Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

### Exclusions

- Designated Holidays are excluded from the interval calculation
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

### Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

### Calculation

**FOC Timeliness Interval** = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

**Average Interval** = (c / d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

**Percent Within Interval** = (e / f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Intervals
  - 0 - <= 3 days
  - >3 - <= 5 days
  - 0 - <= 5 days
  - >5 - <= 7 days
  - >7 - <= 10 days
  - >10 - <= 15 days
  - >15 days
- Average Interval measured in days

<sup>6</sup> See O-9 for FOC Timeliness

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Requests</li> <li>• SI Intervals</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops)</li> <li>• Unbundled Interoffice Transport</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Returned &lt;= 5 Business days</li> </ul>

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## O-11: Firm Order Confirmation and Reject Response Completeness

### Definition

A response is expected from AT&T for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

### Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

### Business Rules

**Mechanized** – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

**Partially Mechanized** – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

**Total Mechanized** – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

**Non-Mechanized** – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

**Note:** Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

#### For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by AT&T and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

### Calculation

#### Single FOC/Reject Response Expected

**Firm Order Confirmation / Reject Response Completeness** =  $(a / b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

#### Multiple or Differing FOC / Reject Responses Not Expected

**Response Completeness** =  $[(a + b) / c] \times 100$

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

### Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- AT&T Specific

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non - Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non - Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non - Design</li> <li>• UNE Loop and Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loops</li> <li>• UNE Other Design</li> <li>• UNE Other Non - Design</li> <li>• Local Interoffice Transport</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Returned</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Fully Mechanized</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Returned</li> </ul>

## O-12: Speed of Answer in Ordering Center

### Definition

Measures the average time a customer is in queue.

### Exclusions

None

### Business Rules

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a AT&T service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the AT&T automatic call distributor (ACD) until a service representative in AT&T's Local Carrier Service Center (LCSC) answers the CLEC call.

### Calculation

**Speed of Answer in Ordering Center** = (a / b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

### Report Structure

Aggregate

- CLEC – Local Carrier Service Center
- AT&T
  - Business Service Center
  - Residence Service Center

**Note:** Combination of Residence Service Center and Business Service Center data.

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Mechanized tracking through LCSC Automatic Call Distributor</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized tracking through AT&amp;T Retail center support system.</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Aggregate <ul style="list-style-type: none"> <li>• CLEC – Local Carrier Service Center</li> <li>• AT&amp;T                             <ul style="list-style-type: none"> <li>- Business Service Center</li> <li>- Residence Service Center</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Parity with Retail</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## O-13: LNP-Percent Rejected Service Requests

### Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

### Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

### Business Rules

An LSR is considered “rejected” when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

**Fully Mechanized:** There are two types of “Rejects” in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

*Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.*

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

**Partially Mechanized:** A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and “falls out” for manual handling. It is then put into “clarification”, and sent back (rejected) to the CLEC.

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized rejects.

**Non-Mechanized:** A valid LSR which is faxed or mailed to the AT&T LCSC.

### Calculation

$$\text{LNP-Percent Rejected Service Requests} = (a / b) \times 100$$

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

### Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
• Not Applicable	• Not Applicable

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> <li>• UNE Loop With LNP</li> </ul>	• Diagnostic

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable

## O-14: LNP-Reject Interval Distribution & Average Reject Interval

### Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

### Exclusions

- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM  
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM  
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

### Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when AT&T receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

**Fully Mechanized:** There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

**Partially Mechanized:** A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized rejects.

**Non-Mechanized:** A valid LSR which is faxed or mailed to the AT&T LCSC.

### Calculation

**Reject Interval** = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

**Average Reject Interval** = (c / d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

**Reject Interval Distribution** = (e / f) X 100

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period



**Report Structure**

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
  - 0 - <= 4 minutes
  - >4 - <= 8 minutes
  - >8 - <= 12 minutes
  - >12 - <= 60 minutes
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - > 24 hours
- Partially Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - > 24 hours
- Non-Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - 0 - <= 24 hours
  - >24 hours
- Average Interval in Days or Hours

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Reject Interval</li> <li>• Total Number of LSRs</li> <li>• Total number of Rejects</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> <li>• UNE Loop with LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized: 97% &lt;= I Hour</li> <li>• Partially Mechanized: 85% &lt;= 24 Hours</li> <li>• Partially Mechanized: 85% &lt;= 18 Hours (05/01/01)</li> <li>• Partially Mechanized: 85% &lt;= 10 Hours (08/01/01)</li> <li>• Non-Mechanized: 85% &lt;= 24 Hours</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

### Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

### Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

### Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a AT&T service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a AT&T service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

### Calculation

**Firm Order Confirmation Interval** = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

**Average FOC Interval** = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

**FOC Interval Distribution** (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

### Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
  - 0 - <= 15 minutes
  - >15 - <= 30 minutes
  - >30 - <= 45 minutes
  - >45 - <= 60 minutes
  - >60 - <= 90 minutes
  - >90 - <= 120 minutes
  - >120 - <= 180 minutes
  - 0 - <= 3 hours
  - >3 - <= 6 hours
  - >6 - <= 12 hours
  - >12 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Partially Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - 0 - <= 24 hours
  - >24 - <= 48 hours
  - > 48 hours
- Non-Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 - <= 36 hours
  - 0 - <= 36 hours
  - >36 - <= 48 hours
  - >48 hours

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
Report Month <ul style="list-style-type: none"> <li>• Total Number of LSRs</li> <li>• Total Number of FOCs</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> <li>• UNE Loop with LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized: 95% &lt;= 3 Hours</li> <li>• Partially Mechanized: 85% &lt;= 24 Hours</li> <li>• Partially Mechanized: 85% &lt;= 18 Hours (05/01/01)</li> <li>• Partially Mechanized: 85% &lt;= 10 Hours (08/01/01)</li> <li>• Non-Mechanized: 85% &lt;= 36 hours</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## Section 3: Provisioning

### P-1: Mean Held Order Interval & Distribution Intervals

#### Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for AT&T reasons, pending a delayed completion, should be no worse for the CLEC when compared to AT&T delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

#### Exclusions

- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders

#### Business Rules

**Mean Held Order Interval:** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which AT&T had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

**Held Order Distribution Interval:** This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

#### Calculation

**Mean Held Order Interval** = a / b

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

**Held Order Distribution Interval** (for each interval) = (c / d) X 100

- c = # of Orders Held for >= 15 days or # of Orders Held for >= 90 days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

#### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Circuit Breakout < 10, >= 10 (except trunks)

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Hold Reason</li> <li>• Total Line/circuit Count</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Order Number</li> <li>• Order Submission Date</li> <li>• Committed Due Date</li> <li>• Service Type</li> <li>• Hold Reason</li> <li>• Total Line/circuit Count</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

### Definition

When AT&T can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/AT&T systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

### Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

### Business Rules

When AT&T can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

### Calculation

**Jeopardy Interval** = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

**Average Jeopardy Interval** = c / d

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

**Percent of Orders Given Jeopardy Notice** = (e / f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Date and Time Jeopardy Notice Sent</li> <li>• Committed Due Date</li> <li>• Service Type</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Order Number</li> <li>• Date and Time Jeopardy Notice Sent</li> <li>• Committed Due Date</li> <li>• Service Type</li> </ul>



**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
% Orders Given Jeopardy Notice	
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch- Based Orders)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch- Based Orders)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS Excluding Switch- Based Orders)
•UNE Digital Loop < DS1	• Retail Digital Loop < DS1
•UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
•UNE Loop + Port Combinations	• Retail Business and Residence
•UNE Switch Ports	• Retail Residence and Business (POTS)
•UNE Combo Other	• Retail Residence, Business and Design Dispatch
•UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
•UNE ISDN	• Retail ISDN BRI
•UNE Line Sharing	• ADSL Provided to Retail
•UNE Other Design	• Retail Design
•UNE Other Non -Design	• Retail Residence and Business
•Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
•Local Interconnection Trunks	• Parity with Retail
•Average Jeopardy Notice Interval	• 95% >= 48 Hours

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-3: Percent Missed Installation Appointments

### Definition

“Percent missed installation appointments” monitors the reliability of AT&T commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to AT&T. This measure is the percentage of total orders processed for which AT&T is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

### Exclusions

- Canceled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Local Interconnection Trunks

### Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be included and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a AT&T missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

### Calculation

$$\text{Percent Missed Installation Appointments} = (a / b) \times 100$$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)
- Dispatch/No Dispatch

**Report Explanation:** The difference between End User MA and Total MA is the result of AT&T caused misses. Here, Total MA is the total percent of orders missed either by AT&T or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Order Number</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

### Definition

The “average completion interval” measure monitors the interval of time it takes AT&T to provide service for the CLEC or its own customers. The “Order Completion Interval Distribution” provides the percentages of orders completed within certain time periods. This report measures how well AT&T meets the interval offered to customers on service orders.

### Exclusions

- Canceled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D&F) orders (Except “D” orders associated with LNP Standalone)
- “L” Appointment coded orders (where the customer has requested a later than offered interval)

### Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when AT&T issues a FOC or SOCS date time stamp receipt of an order from the CLEC to AT&T’s actual order completion date. This includes all delays for AT&T’s CLEC/End Users. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15- 19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

### Calculation

**Completion Interval** = (a - b)

- a = Completion Date
- b = Order Issue Date

**Average Completion Interval** = (c / d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

**Order Completion Interval Distribution** (for each interval) = (e / f) X 100

- e = Service Orders Completed in “X” days
- f = Total Service Orders Completed in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0, 1, 2, 3, 4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30
- All Levels are reported <10 line/circuits; >= 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Order Number (PON)</li> <li>• Application Date &amp; Time (TICKET_ID)</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Order Number</li> <li>• Application Date &amp; Time</li> </ul>

<ul style="list-style-type: none"> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Order Completion Date &amp; Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>
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**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL) without conditioning	• 7 Days
• UNE xDSL (HDSL, ADSL and UCL) with conditioning	• 14 Days
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL without conditioning	• 7 Days
• UNE xDSL with conditioning	• 14 Days
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## P-5: Average Completion Notice Interval

### Definitions

The Completion Notice Interval is the elapsed time between the AT&T reported completion of work and the issuance of a valid completion notice to the CLEC.

### Exclusions

- Cancelled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D&F orders (Exception: “D” orders associated with LNP Standalone)

### Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/AT&T of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end timestamp will be timestamp of order update to C-SOTS system.

### Calculation

**Completion Notice Interval** = (a - b)

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

**Average Completion Notice Interval** = c / d

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Reporting intervals in Hours; 0, 1-2, 2-4, 4-8, 8-12, 12-24, >= 24 plus Overall Average Hour Interval (The categories are inclusive of these time intervals: 0-1 = 0.99; 1-2 =1-1.99; 2-4 = 2-3.99, etc.)
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr)</li> <li>• Work Completion Date (cmpltn_dt)</li> <li>• Work Completion Time</li> <li>• Completion Notice Availability Date</li> <li>• Completion Notice Availability Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Order Number (so_nbr)</li> <li>• Work Completion Date (cmpltn_dt)</li> <li>• Work Completion Time</li> <li>• Completion Notice Availability Date</li> <li>• Completion Notice Availability Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul> <p><b>NOTE:</b> Code in parentheses is the corresponding header found in the raw data file.</p>



**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-6: % Completions/Attempts without Notice or < 24 hours Notice

### Definition

This Report measures the interval from the FOC end timestamp on the LSR until 5:00 P.M. on the original committed due date of a service order. The purpose of this measure is to report if AT&T is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

### Exclusions

“0” dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

### Business Rules

#### For CLEC Results:

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. AT&T may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

#### For AT&T Results:

AT&T does not provide a FOC to its retail customers.

### Calculation

**Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice** = (a / b) X 100

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of original Committed Due Date
- b = All Completions

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Committed Due Date (DD)</li> <li>• FOC End Timestamp</li> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Geographic Scope</li> <li>- State / Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With LNP-Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• 2W Analog Loop With INP-Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• UNE Digital Loop &lt; DS1</li> <li>• UNE Digital Loop &gt;=DS1</li> <li>• UNE Loop + Port Combinations</li> <li>• UNE Switch ports</li> <li>• UNE Combo Other</li> <li>• UNE xDSL (HDSL, ADSL and UCL)</li> <li>• UNE ISDN</li> <li>• UNE Line Sharing</li> <li>• UNE Other Design</li> <li>• UNE Other Non -Design</li> <li>• Local Transport (Unbundled Interoffice Transport)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-7: Coordinated Customer Conversions Interval

### Definition

This report measures the average time it takes AT&T to disconnect an unbundled loop from the AT&T switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and with LNP, and where the CLEC has requested AT&T to provide a coordinated cut over.

### Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested

### Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). The interval is calculated for the entire cut over time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

### Calculation

**Coordinated Customer Conversions Interval** = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

**Percent Coordinated Customer Conversions** (for each interval) = (c / d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-4.99, 5-15 = 5-14.99, >=15 = 15 and greater, plus Overall Average Interval.

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Cut over Start Time</li> <li>• Cut over Completion Time</li> <li>• Portability Start and Completion Times (INP orders)</li> <li>• Total Conversions (Items)</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No AT&amp;T Analog Exists</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Unbundled Loops with INP/LNP</li> <li>• Unbundled Loops without INP/LNP</li> </ul>	<ul style="list-style-type: none"> <li>• 95% &lt;= 15 minutes</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Unbundled Loops	• 95% <= 15 minutes

## P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% Within Interval and Average Interval

### Definition

This category measures whether AT&T begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

### Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested
- All unbundled loops on multiple loop orders after the first loop

### Business Rules

This report measures whether AT&T begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered “on time” if the first line is cut within the interval. <= 15 minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time; >15 minutes, <= 30 minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time; >30 minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time.

### Calculation

**% within Interval** = (a / b) X 100

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

**Interval** = (c - d)

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

**Average Interval** = (e / f)

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

### Report Structure

- CLEC Specific
  - CLEC Aggregate
- Reported in intervals of early, on time and late cuts % <=15 minutes; % >15 minutes, <= 30 minutes; % > 30 minutes, plus Overall Average Interval.

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Cut over Scheduled Start Time</li> <li>• Cut over Actual Start Time</li> <li>• Total Conversions Orders</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No AT&amp;T Analog exists</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Product Reporting Level                             <ul style="list-style-type: none"> <li>- SL1 Time Specific</li> <li>- SL1 Non-Time Specific</li> <li>- SL2 Time Specific</li> <li>- SL2 Non-Time Specific</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 95% Within + or – 15 minutes of Scheduled Start Time</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• UNE Loops</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Within + or – 15 minutes of Scheduled Start time</li> </ul>

## P-7B: Coordinated Customer Conversions – Average Recovery Time

### Definition

Measures the time between notification and resolution by AT&T of a service outage found that can be isolated to the AT&T side of the network. The time between notification and resolution by AT&T must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

### Exclusions

- Cut overs where service outages are due to CLEC caused reasons
- Cut overs where service outages are due to end-user caused reasons

### Business Rules

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

### Calculation

**Recovery Time** = (a - b)

- a = Date & Time That Trouble is Closed by CLEC
- b = Date & Time Initial Trouble is Opened with AT&T

**Average Recovery Time** = (c / d)

- c = Sum of all the Recovery Times
- d = Number of Troubles Referred to the AT&T

### Report Structure

- CLEC Specific
- CLEC Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• CLEC Order Number (so_nbr)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• CLEC Acceptance Conflict (CLEC_CONFLICT)</li> <li>• CLEC Conflict Resolved (CLEC_RESOLVE)</li> <li>• CLEC Conflict MFC (CLEC_CONFLICT_MFC)</li> <li>• Total Conversion Orders</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• None</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Unbundled Loops with INP/LNP</li> <li>• Unbundled Loops without INP/LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>



**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

### Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

### Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

### Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-Coordinated Hot Cut Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated and Non-Coordinated Hot Cut Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

### Calculation

**% Provisioning Troubles within 7 days of service order completion** = ( a / b ) X 100

- a = The sum of all Hot Cut Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of Hot Cut service order circuits completed in the previous report calendar month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr)</li> <li>• PON</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Order Submission Time (TICKET_ID)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> <li>• Total Conversion Circuits</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No AT&amp;T Analog Exists</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• UNE Loop Design</li> <li>• UNE Loop Non-Design</li> </ul>	<ul style="list-style-type: none"> <li>• &lt;= 5%</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

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<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• UNE Loops	• $\leq 5\%$

## P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested

### Definition

The loop will be considered cooperatively tested when the AT&T technician places a call to the CLEC representative to initiate cooperative testing and jointly performs the tests with the CLEC.

### Exclusions

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing

### Business Rules

When a AT&T technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer’s premise, the AT&T technician is to call a toll free number to the CLEC testing center. The AT&T technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short.

### Calculation

**Cooperative Acceptance Testing - % of xDSL Loops Tested** = (a / b) X 100

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name (OCN)</li> <li>• CLEC Order Number (so_nbr) and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Acceptance Testing Completed (ACCEPT_TESTING)</li> <li>• Acceptance Testing Declined (ACCEPT_TESTING)</li> <li>• Total xDSL Orders</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No AT&amp;T Analog Exists</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation:	SQM Analog/Benchmark:
<ul style="list-style-type: none"> <li>• UNE xDSL                             <ul style="list-style-type: none"> <li>- ADSL</li> <li>- HDSL</li> <li>- UCL</li> <li>- OTHER</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 95% of Lines Tested</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

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<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• UNE xDSL	• 95% of Lines Tested

## P-9: % Provisioning Troubles within 30 days of Service Order Completion

### Definition

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

### Exclusions

- Canceled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

### Business Rules

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

**Note:** Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

### Calculation

**% Provisioning Troubles within 30 days of Service Order Activity** = (a / b) X 100

- a = Trouble reports on all completed orders 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch (except trunks)

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Order Submission Time (TICKET_ID)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Order Number</li> <li>• Order Submission Date</li> <li>• Order Submission Time</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business - (POTS Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence and Business (POTS - Excluding Switch-Based Orders) - Dispatch - Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• INP (Standalone)	• Retail Residence and Business (POTS)
• LNP (Standalone)	• Retail Residence and Business (POTS)
• UNE Loop + Port Combinations - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based	• Retail Residence and Business - Dispatch Out - Non-Dispatch - Dispatch In - Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other - Dispatch - Non-Dispatch (Dispatch In)	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In) - Dispatch - Non-Dispatch (Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• UNE Other Non-Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• Local Interconnection Trunks	• Parity with Retail

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail



## P-10: Total Service Order Cycle Time (TSOCT)

### Definition

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

### Exclusions

- Canceled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes

### Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE XDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the AT&T Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

### Calculation

**Total Service Order Cycle Time** = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

**Average Total Service Order Cycle Time** = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

**Total Service Order Cycle Time Interval Distribution** (for each interval) = (e / f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• CLEC Company Name (OCN)</li> <li>• Order Number (PON)</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Order Number</li> <li>• Order Submission Date &amp; Time</li> </ul>

<ul style="list-style-type: none"> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMLPTN_DT)</li> <li>• Completion Notice Date and Time</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file</p>	<ul style="list-style-type: none"> <li>• Order Completion Date &amp; Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>
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**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Switch Ports</li> <li>• UNE Loop + Port Combinations</li> <li>• UNE Combo Other</li> <li>• UNE xDSL (HDSL, ADSL and UCL)</li> <li>• UNE ISDN</li> <li>• UNE Line Sharing</li> <li>• UNE Other Design</li> <li>• UNE Other Non -Design</li> <li>• UNE Digital Loops &lt; DS1</li> <li>• UNE Digital Loops &gt;= DS1</li> <li>• Local Transport (Unbundled Interoffice Transport)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## P-11: Service Order Accuracy

### Definition

The “service order accuracy” measurement measures the accuracy and completeness of a sample of AT&T service orders by comparing what was ordered and what was completed.

### Exclusions

- Cancelled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders

### Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to AT&T. An order is “completed without error” if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

### Calculation

**Percent Service Order Accuracy** = (a / b) X 100

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

### Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch / No Dispatch

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Local Service Request (LSR)</li> <li>• Order Submission Date</li> <li>• Committed Due Date</li> <li>• Service Type</li> <li>• Standard Order Activity</li> </ul>	<ul style="list-style-type: none"> <li>• No AT&amp;T Analog Exist</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design (Specials)</li> <li>• UNE Specials (Design)</li> <li>• UNE (Non-Design)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Accurate</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable

## P-12: LNP-Percent Missed Installation Appointments

### Definition

“Percent missed installation appointments” monitors the reliability of AT&T commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to AT&T. This measure is the percentage of total orders processed for which AT&T is unable to complete the service orders on the committed due dates and reported for total misses and End User Misses.

### Exclusions

- Canceled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable

### Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which AT&T is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a AT&T missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

### Calculation

$$\text{LNP Percent Missed Installation Appointments} = (a / b) \times 100$$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State/Region
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)

**Report explanation:** Total Missed Appointments is the total percent of orders missed either by AT&T or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of AT&T caused misses.

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Retail Residence and Business (POTS)</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>LNP</li> </ul>	<ul style="list-style-type: none"> <li>95% Due Dates Met<sup>a</sup></li> </ul>

<sup>a</sup>Due to data structure issues, AT&T is using a benchmark comparison for SEEM rather than the Truncated Z as stated in the Order.

## P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

### Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid ‘Number Ported’ message from NPAC (signifying the CLEC ‘Activate’) until the time the Disconnect is completed in the Central Office switch. This interval effectively measures AT&T responsiveness by isolating it from impacts that are caused by CLEC related activities.

### Exclusions

- Canceled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable.

### Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when AT&T receives a valid ‘Number Ported’ message in ESI Number Manager (signifying the CLEC ‘Activate’) for each telephone number ported until each telephone number on the service order is disconnected in the Central Office switch. Elapsed time for each ported telephone number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

### Calculation

**Disconnect Timeliness Interval** = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid ‘Number Ported’ message received date & time

**Average Disconnect Timeliness Interval** = (c / d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

**Disconnect Timeliness Interval Distribution** (for each interval) = (e / f) X 100

- e = Disconnected numbers completed in “X” days
- f = Total disconnect numbers completed in reporting period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State, Region

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Order Number</li> <li>• Telephone Number/Circuit Number</li> <li>• Committed Due Date</li> <li>• Receipt Date/Time (ESI Number Manager)</li> <li>• Date/Time of Recent Change Notice</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> </ul>	<ul style="list-style-type: none"> <li>• 95% &lt;= 15 Minutes</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP Standalone	• 95% <= 15 Minutes



## P-14: LNP-Total Service Order Cycle Time (TSOCT)

### Definition

Total Service Order Cycle Time measures the interval from receipt of a valid service order request to the completion of the final service order associated with that service request.

### Exclusions

- Canceled Service Orders
- Order Activities of AT&T or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable
- "L" appointment coded orders (indicating the customer has requested a later than offered interval)
- "S" missed appointment coded orders (indicating subscriber missed appointments), except for "SP" codes (indicating subscriber prior due date requested). This would include "S" codes assigned to subsequent due date changes.

### Business Rules

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI). Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day.

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

### Calculation

**Total Service Order Cycle Time** = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

**Average Total Service Order Cycle Time** = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

**Total Service Order Cycle Time Interval Distribution** (for each interval) = (e / f) X 100

- e = Total Number of Service Orders Completed in "X" minutes/hours
- f = Total Number of Service Orders Received in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of < 10 lines/circuits; >= lines/circuits (except trunks)
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• CLEC Company Name (OCN)</li> <li>• Order Number (PON)</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Completion Notice Date and Time</li> <li>• Service Type (CLASS_SVC_DESC)</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

<ul style="list-style-type: none"> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file</p>	
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**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	• Diagnostic

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

# Section 4: Section 4: Maintenance & Repair

## M&R-1: Missed Repair Appointments

### Definition

The percent of trouble reports not cleared by the committed date and time.

### Exclusions

- Trouble tickets canceled at the CLEC request
- AT&T trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

### Business Rules

The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that AT&T personnel clear the trouble and closes the trouble report in his/her Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a “Missed Commitment” or a missed repair appointment. When the data for this measure is collected for AT&T and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to AT&T reasons. (No access reports are not part of this measure because they are not a missed appointment.)

**Note:** Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours. Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

### Calculation

$$\text{Percentage of Missed Repair Appointments} = (a / b) \times 100$$

- a = Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time
- b = Total Trouble reports closed in Reporting Period

### Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Company Code</li> <li>• Submission Date &amp; Time</li> <li>• Completion Date</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design /Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail business
• Resale Design	• Retail Design
• Resale PBX	•
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## M&R-2: Customer Trouble Report Rate

### Definition

Percent of initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/circuits in service.

### Exclusions

- Trouble tickets canceled at the CLEC request
- AT&T trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

### Business Rules

Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total “number of service” lines, ports or combination that exist for the CLECs and AT&T respectively at the end of the report month.

### Calculation

**Customer Trouble Report Rate** = (a / b) X 100

- a = Count of Initial and Repeated Trouble Reports closed in the Current Period
- b = Number of Service Access Lines in service at End of the Report Period

### Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• # Service Access Lines in Service at the end of period</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• AT&amp;T Company Code</li> <li>• Ticket Submission Date &amp; Time</li> <li>• Ticket Completion Date</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design /Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• # Service Access Lines in Service at the end of period</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## M&R-3: Maintenance Average Duration

### Definition

The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared.

### Exclusions

- Trouble tickets canceled at the CLEC request
- AT&T trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

### Business Rules

For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored and the AT&T or CLEC customer is notified (when the technician completes the trouble ticket on his/her CAT or work systems).

### Calculation

**Maintenance Duration** = (a - b)

- a = Date and Time of Service Restoration
- b = Date and Time Trouble Ticket was Opened

**Average Maintenance Duration** = (c / d)

- c = Total of all maintenance durations in the reporting period
- d = Total Closed Troubles in the reporting period

### Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets (LINE_NBR)</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• AT&amp;T Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission Time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Total Duration Time</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design /Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail



## M&R-4: Percent Repeat Troubles within 30 Days

### Definition

Closed trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles closed reported

### Exclusions

- Trouble tickets canceled at the CLEC request
- AT&T trouble reports associated with internal or administrative service
- Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble

### Business Rules

Includes Customer trouble reports received within 30 days of an original Customer trouble report.

### Calculation

**Percent Repeat Troubles within 30 Days** = (a / b) X 100

- a = Count of closed Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days
- b = Total Trouble Reports Closed in Reporting Period

### Report Structure

- Dispatch/Non-Dispatch
- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets (LINE_NBR)</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT)</li> <li>• Service Type</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE_DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• AT&amp;T Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission Time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Total and Percent Repeat Trouble Reports within 30 Days</li> <li>• Service Type</li> <li>• Disposition and Cause (Non-Design /Non-Special Only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business & Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## M&R-5: Out of Service (OOS) > 24 Hours

### Definition

For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of Total OOS Troubles cleared in excess of 24 hours. (All design services are considered to be out of service).

### Exclusions

- Trouble Reports canceled at the CLEC request
- AT&T Trouble Reports associated with administrative service
- Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles

### Business Rules

Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS/WFA and the trouble is counted if the elapsed time exceeds 24 hours.

### Calculation

**Out of Service (OOS) > 24 hours** = (a / b) X 100

- a = Total Cleared Troubles OOS > 24 Hours
- b = Total OOS Troubles in Reporting Period

### Report Structure

- Dispatch/Non - Dispatch
- CLEC Specific
- AT&T Aggregate
- CLEC Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• CLEC Company Name</li> <li>• Ticket Submission Date &amp; Time (TICKET_ID)</li> <li>• Ticket Completion Date (CMPLTN_DT)</li> <li>• Percentage of Customer Troubles out of</li> <li>• Service &gt; 24 Hours (OOS&gt;24_FLAG)</li> <li>• Service type (CLASS_SVC_DESC)</li> <li>• Disposition and Cause (CAUSE_CD &amp; CAUSE-DESC)</li> <li>• Geographic Scope</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Tickets</li> <li>• AT&amp;T Company Code</li> <li>• Ticket Submission Date</li> <li>• Ticket Submission time</li> <li>• Ticket Completion Date</li> <li>• Ticket Completion Time</li> <li>• Percent of Customer Troubles out of Service &gt; 24 Hours</li> <li>• Service type</li> <li>• Disposition and Cause (Non-Design/Non-Special only)</li> <li>• Trouble Code (Design and Trunking Services)</li> <li>• Geographic Scope</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone) (Not Available in Maintenance)	• Not Applicable
• 2W Analog Loop Design	• Retail Residence & Business Dispatch
• 2W Analog Loop Non - Design	• Retail Residence & Business (POTS) (Exclusion of Switch-Based Feature Troubles)
• UNE Loop + Port Combinations	• Retail Residence & Business
• UNE Switch Ports	• Retail Residence & Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN – BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence & Business
• Local Interconnection Trunks	• Parity with Retail
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## M&R-6: Average Answer Time – Repair Centers

### Definition

This measures the average time a customer is in queue when calling a AT&T Repair Center.

### Exclusions

None

### Business Rules

The clock starts when a CLEC Representative or AT&T customer makes a choice on the Repair Center’s menu and is put in queue for the next repair attendant. The clock stops when the repair attendant answers the call (abandoned calls are not included).

**Note:** The Total Column is a combined AT&T Residence and Business number.

### Calculation

**Answer Time for AT&T Repair Centers** = (a - b)

- a = Time AT&T Repair Attendant Answers Call
- b = Time of entry into queue after ACD Selection

**Average Answer Time for AT&T Repair Centers** = (c / d)

- c = Sum of all Answer Times
- d = Total number of calls by reporting period

### Report Structure

- CLEC Aggregate
- AT&T Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
• CLEC Average Answer Time	• AT&T Average Answer Time

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region. CLEC/AT&T Service Centers and AT&T Repair Centers are regional.	• For CLEC, Average Answer Times in UNE Center and BRMC are comparable to the Average Answer Times in the AT&T Repair Centers.

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## M&R-7: Mean Time To Notify CLEC of Network Outages

### Definition

This report measures the time it takes for the AT&T Network Management Center (NMC) to notify the CLEC of major network outages.

### Exclusions

None

### Business Rules

AT&T will inform the CLEC of any major network outages (key customer accounts) via a page or email. When the AT&T NMC becomes aware of a network incident, the CLEC and AT&T will be notified electronically. The notification time for each outage will be measured in minutes and divided by the number of outages for the reporting period. These are broadcast messages. It is up to those receiving the message to determine if they have customers affected by the incident.

The CLECs will be notified in accordance with the rules outlined in Appendix D of the CLEC "Customer Guide" which is published on the internet at: [www.interconnection.bellsouth.com/guides/other\\_guides/html/gopue/indexf.htm](http://www.interconnection.bellsouth.com/guides/other_guides/html/gopue/indexf.htm).

### Calculation

**Time to Notify CLEC** = (a - b)

- a = Date and Time AT&T Notified CLEC
- b = Date and Time AT&T Detected Network Incident

**Mean Time to Notify CLEC** = (c / d)

- c = Sum of all Times to Notify CLEC
- d = Count of Network Incidents

### Report Structure

- AT&T Aggregate
- CLEC Aggregate
- CLEC Specific

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Major Network Events</li> <li>• Date/Time of Incident</li> <li>• Date/Time of Notification</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Major Network Events</li> <li>• Date/Time of Incident</li> <li>• Date/Time of Notification</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• AT&amp;T Aggregate</li> <li>• CLEC Aggregate</li> <li>• CLEC Specific</li> </ul>	<ul style="list-style-type: none"> <li>• Parity by Design</li> </ul>

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

# Section 5: Billing

## B-1: Invoice Accuracy

### Definition

This measure provides the percentage of accuracy of the billing invoices rendered to CLECs during the current month.

### Exclusions

- Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer)
- Test Accounts

### Business Rules

The accuracy of billing invoices delivered by AT&T to the CLEC must enable them to provide a degree of billing accuracy comparative to AT&T bills rendered to retail customers of AT&T. CLECs request adjustments on bills determined to be incorrect. The AT&T Billing verification process includes manually analyzing a sample of local bills from each bill period. The bill verification process draws from a mix of different customer billing options and types of service. An end-to-end auditing process is performed for new products and services. Internal measurements and controls are maintained on all billing processes.

### Calculation

$$\text{Invoice Accuracy} = [(a - b) / a] \times 100$$

- a = Absolute Value of Total Billed Revenues during current month
- b = Absolute Value of Billing Related Adjustments during current month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Geographic Scope
  - Region
  - State

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type                             <ul style="list-style-type: none"> <li>- UNE</li> <li>- Resale</li> <li>- Interconnection</li> </ul> </li> <li>• Total Billed Revenue</li> <li>• Billing Related Adjustments</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Retail Type                             <ul style="list-style-type: none"> <li>- CRIS</li> <li>- CABS</li> </ul> </li> <li>• Total Billed Revenue</li> <li>• Billing Related Adjustments</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Product/Invoice Type                             <ul style="list-style-type: none"> <li>- Resale</li> <li>- UNE</li> <li>- Interconnection</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Invoice Accuracy is comparable to AT&amp;T Invoice Accuracy</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC State</li> <li>• AT&amp;T State</li> </ul>	<ul style="list-style-type: none"> <li>• Parity With Retail</li> </ul>



## B2: Mean Time to Deliver Invoices

### Definition

Bill Distribution is calculated as follows: CRIS BILLS-The number of workdays is reported for CRIS bills. This is calculated by counting the Bill Period date as the first work day. Weekends and holidays are excluded when counting workdays. J/N Bills are counted in the CRIS work day category for the purposes of the measurement since their billing account number (Q account) is provided from the CRIS system.

CABS BILLS-The number of calendar days is reported for CABS bills. This is calculated by counting the day following the Bill Period date as the first calendar day. Weekends and holidays are included when counting the calendar days.

### Exclusions

Any invoices rejected due to formatting or content errors.

### Business Rules

This report measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days.

### Calculation

**Invoice Timeliness** = (a - b)

- a = Invoice Transmission Date
- b = Close Date of Scheduled Bill Cycle

**Mean Time To Deliver Invoices** = (c / d)

- c = Sum of all Invoice Timeliness intervals
- d = Count of Invoices Transmitted in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Geographic Scope
  - Region
  - State

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type                             <ul style="list-style-type: none"> <li>- UNE</li> <li>- Resale</li> <li>- Interconnection</li> </ul> </li> <li>• Invoice Transmission Count</li> <li>• Date of Scheduled Bill Close</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type                             <ul style="list-style-type: none"> <li>- CRIS</li> <li>- CABS</li> </ul> </li> <li>• Invoice Transmission Count</li> <li>• Date of Scheduled Bill Close</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type <ul style="list-style-type: none"> <li>• Resale</li> <li>• UNE</li> <li>• Interconnection</li> </ul>	<ul style="list-style-type: none"> <li>• CRIS-based invoices will be released for delivery within six (6) business days.</li> <li>• CABS-based invoices will be released for delivery within eight (8) calendar days.</li> <li>• CLEC Average Delivery Intervals for both CRIS and CABS Invoices are comparable to AT&amp;T Average delivery for both systems.</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC State</li> <li style="padding-left: 20px;">- CRIS</li> <li style="padding-left: 20px;">- CABS</li> <li>• AT&amp;T Region</li> </ul>	<ul style="list-style-type: none"> <li>• Parity with Retail</li> </ul>

## B3: Usage Data Delivery Accuracy

### Definition

This measurement captures the percentage of recorded usage that is delivered error free and in an acceptable format to the appropriate Competitive Local Exchange Carrier (CLEC). These percentages will provide the necessary data for use as a comparative measurement for AT&T performance. This measurement captures Data Delivery Accuracy rather than the accuracy of the individual usage recording.

### Exclusions

None

### Business Rules

The accuracy of the data delivery of usage records delivered by AT&T to the CLEC must enable them to provide a degree of accuracy comparative to AT&T bills rendered to their retail customers. If errors are detected in the delivery process, they are investigated, evaluated and documented. Errors are corrected and the data retransmitted to the CLEC.

### Calculation

**Usage Data Delivery Accuracy** =  $(a - b) / a \times 100$

- a = Total number of usage data packs sent during current month
- b = Total number of usage data packs requiring retransmission during current month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Geographic Scope
  - Region

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type                             <ul style="list-style-type: none"> <li>- AT&amp;T Recorded</li> <li>- Non-AT&amp;T Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Usage Data Delivery Accuracy is comparable to AT&amp;T Usage Data Delivery Accuracy</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC State</li> <li>• AT&amp;T Region</li> </ul>	<ul style="list-style-type: none"> <li>• Parity With Retail</li> </ul>

## B4: Usage Data Delivery Completeness

### Definition

This measurement provides percentage of complete and accurately recorded usage data (usage recorded by AT&T and usage recorded by other companies and sent to AT&T for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of AT&T messages processed and transmitted via CMDS. AT&T delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC.

### Calculation

**Usage Data Delivery Completeness** = (a / b) X 100

- a = Total number of Recorded usage records delivered during current month that are within thirty (30) days of the message recording date
- b = Total number of Recorded usage records delivered during the current month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate
- Region

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type                             <ul style="list-style-type: none"> <li>- AT&amp;T Recorded</li> <li>- Non-AT&amp;T Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Usage Data Delivery Completeness is comparable to AT&amp;T Usage Data Delivery Completeness</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## B5: Usage Data Delivery Timeliness

### Definition

This measurement provides a percentage of recorded usage data (usage recorded by AT&T and usage recorded by other companies and sent to AT&T for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of AT&T messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date AT&T receives the records to the date AT&T distributes to the CLEC. Method of delivery is at the option of the CLEC.

### Calculation

**Usage Data Delivery Timeliness Current month** = (a / b) X 100

- a = Total number of usage records sent within six (6) calendar days from initial recording/receipt
- b = Total number of usage records sent

### Report Structure

- CLEC Aggregate
- CLEC Specific
- AT&T Aggregate
- Region

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type                             <ul style="list-style-type: none"> <li>- AT&amp;T Recorded</li> <li>- Non-AT&amp;T Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• CLEC Usage Data Delivery Timeliness is comparable to AT&amp;T Usage Data Delivery Timeliness</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## B6: Mean Time to Deliver Usage

### Definition

This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of AT&T messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report.

### Exclusions

None

### Business Rules

The purpose of this measurement is to demonstrate the average number of days it takes AT&T to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC.

### Calculation

**Mean Time to Deliver Usage** =  $(a \times b) / c$

- a = Volume of Records Delivered
- b = Estimated number of days to deliver
- c = Total Record Volume Delivered

**Note:** Any usage record falling in the 30+ day interval will be added using an average figure of 31.5 days.

### Report Structure

- CLEC Aggregate
- CLEC Specific
- AT&T Aggregate
- Region

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type                             <ul style="list-style-type: none"> <li>- AT&amp;T Recorded</li> <li>- Non-AT&amp;T Recorded</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record Type</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• Mean Time to Deliver Usage to CLEC is comparable to Mean Time to Deliver Usage to AT&amp;T.</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## B7: Recurring Charge Completeness

### Definition

This measure captures percentage of fractional recurring charges appearing on the correct bill.

### Exclusions

None

### Business Rules

The effective date of the recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

### Calculation

**Recurring Charge Completeness** = (a / b) X 100

- a = Count of fractional recurring charges that are on the correct bill<sup>1</sup>
- b = Total count of fractional recurring charges that are on the correct bill

<sup>1</sup>Correct bill = next available bill

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type</li> <li>• Total Recurring Charges Billed</li> <li>• Total Billed on Time</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Retail Analog</li> <li>• Total Recurring Charges Billed</li> <li>• Total Billed on Time</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
<ul style="list-style-type: none"> <li>• Resale</li> </ul>	<ul style="list-style-type: none"> <li>• Parity</li> </ul>
<ul style="list-style-type: none"> <li>• UNE</li> </ul>	<ul style="list-style-type: none"> <li>• Benchmark 90%</li> </ul>
<ul style="list-style-type: none"> <li>• Interconnection</li> </ul>	<ul style="list-style-type: none"> <li>• Benchmark 90%</li> </ul>

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## B8: Non-Recurring Charge Completeness

### Definition

This measure captures percentage of non-recurring charges appearing on the correct bill.

### Exclusions

None

### Business Rules

The effective date of the non-recurring charge must be within 30 days of the bill date for the charge to appear on the correct bill.

### Calculation

**Non-Recurring Charge Completeness** = (a / b) X 100

- a = Count of non-recurring charges that are on the correct bill<sup>1</sup>
- b = Total count of non-recurring charges that are on the correct bill

<sup>1</sup>Correct bill = next available bill

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Invoice Type</li> <li>• Total Non-recurring Charges Billed</li> <li>• Total Billed on Time</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Retail Analog</li> <li>• Total Non-recurring Charges Billed</li> <li>• Total Billed on Time</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Product/Invoice Type	
• Resale	• Parity
• UNE	• Benchmark 90%
• Interconnection	• Benchmark 90%

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable



## Section 6: Operator Services And Directory Assistance

### OS-1: Speed to Answer Performance/Average Speed to Answer - Toll

#### Definition

Measurement of the average time in seconds calls wait before answered by a toll operator.

#### Exclusions

None

#### Business Rules

The clock starts when the customer enters the queue and the clock stops when a AT&T representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the AT&T call management system queue until the customer call is abandoned or transferred to AT&T personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and AT&T customers.

#### Calculation

**Speed to Answer Performance/Average Speed to Answer - Toll** = a / b

- a = Total queue time
- b = Total calls answered

**Note:** Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

#### Report Structure

- Reported for the aggregate of AT&T and CLECs
- State

#### Data Retained (on Aggregate Basis)

- For the items below, AT&T's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

#### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

#### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## OS-2: Speed to Answer Performance/Percent Answered with “X” Seconds - Toll

### Definition

Measurement of the percent of toll calls that are answered in less than ten seconds.

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a AT&T representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the AT&T call management system queue until the customer call is abandoned or transferred to AT&T personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and AT&T customers.

### Calculation

The Percent Answered within “X” Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

### Report Structure

- Reported for the aggregate of AT&T and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, AT&T’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (Toll)
- Average Speed of Answer

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## DA-1: Speed to Answer Performance/Average Speed to Answer - Directory Assistance (DA)

### Definition

Measurement of the average time in seconds calls wait before answered by a DA operator.

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a AT&T representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the AT&T call management system queue until the customer call is abandoned or transferred to AT&T personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and AT&T customers.

### Calculation

Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) = a / b

- a = Total queue time
- b = Total calls answered

**Note:** Total queue time includes time that answered calls wait in queue as well as time abandoned calls wait in queue prior to abandonment.

### Report Structure

- Reported for the aggregate of AT&T and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, AT&T’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP
- Month
- Call Type (DA)
- Average Speed of Answer

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## DA-2: Speed to Answer Performance/Percent Answered within “X” Seconds - Directory Assistance (DA)

### Definition

Measurement of the percent of DA calls that are answered in less than twelve seconds.

### Exclusions

None

### Business Rules

The clock starts when the customer enters the queue and the clock stops when a AT&T representative answers the call or the customer abandons the call. The length of each call is determined by measuring, using a scanning technique, and accumulating the elapsed time from the entry of a customer call into the AT&T call management system queue until the customer call is abandoned or transferred to AT&T personnel assigned to handle calls for assistance. The system makes no distinction between CLEC customers and AT&T customers.

### Calculation

The Percent Answered within “X” Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within “X” seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates.

### Report Structure

- Reported for the aggregate of AT&T and CLECs
  - State

### Data Retained (on Aggregate Basis)

- For the items below, AT&T’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP.
- Month
- Call Type (DA)
- Average Speed of Answer

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

# Section 7: Database Update Information

## D-1: Average Database Update Interval

### Definition

This report measures the interval from receipt of the database change request to the completion of the update to the database for Line Information Database (LIDB), Directory Assistance and Directory Listings. For E-911, see Section 8.

### Exclusions

- Updates Canceled by the CLEC
- Initial update when supplemented by CLEC
- AT&T updates associated with internal or administrative use of local services

### Business Rules

The interval for this measure begins with the date and time stamp when a service order is completed and the completion notice is released to all systems to be updated with the order information including Directory Assistance, Directory Listings, and Line Information Database (LIDB). The end time stamp is the date and time of completion of updates to the system.

#### For AT&T Results:

The AT&T computation is identical to that for the CLEC with the clarifications noted below.

#### Other Clarifications and Qualification:

- For LIDB, the elapsed time for a AT&T update is measured from the point in time when the AT&T file maintenance process makes the LIDB update information available until the date and time reported by AT&T that database updates are completed.
- Results for the CLECs are captured and reported at the update level by Reporting Dimension (see below).
- The Completion Date is the date upon which AT&T issues the Update Completion Notice to the CLEC.
- If the CLEC initiates a supplement to the originally submitted update and the supplement reflects changes in customer requirements (rather than responding to AT&T initiated changes), then the update submission date and time will be the date and time of AT&T receipt of a syntactically correct update supplement. Update activities responding to AT&T initiated changes will not result in changes to the update submission date and time used for the purposes of computing the update completion interval.
- Elapsed time is measured in hours and hundredths of hours rounded to the nearest tenth of an hour.
- Because this should be a highly automated process, the accumulation of elapsed time continues through off-schedule, weekends and holidays; however, scheduled maintenance windows are excluded.

### Calculation

**Update Interval** = (a - b)

- a = Completion Date & Time of Database Update
- b = Submission Date and Time of Database Change

**Average Update Interval** = (c / d)

- c = Sum of all Update Intervals
- d = Total Number of Updates Completed During Reporting Period

**Report Structure**

- CLEC Specific (Under development)
- CLEC Aggregate
- AT&T Aggregate

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Database File Submission Time</li> <li>• Database File Update Completion Time</li> <li>• CLEC Number of Submissions</li> <li>• Total Number of Updates</li> </ul>	<ul style="list-style-type: none"> <li>• Database File Submission Time</li> <li>• Database File Update Completion Time</li> <li>• AT&amp;T Number of Submissions</li> <li>• Total Number of Updates</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation:	SQM Analog/Benchmark:
Database Type <ul style="list-style-type: none"> <li>• LIDB</li> <li>• Directory Listings</li> <li>• Directory Assistance</li> </ul>	<ul style="list-style-type: none"> <li>• Parity by Design</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## D-2: Percent Database Update Accuracy

### Definition

This report measures the accuracy of database updates by AT&T for Line Information Database (LIDB), Directory Assistance, and Directory Listings using a statistically valid sample of LSRs/Orders in a manual review. This manual review is not conducted on AT&T Retail Orders.

### Exclusions

- Updates canceled by the CLEC
- Initial update when supplemented by CLEC
- CLEC orders that had CLEC errors
- AT&T updates associated with internal or administrative use of local services

### Business Rules

For each update completed during the reporting period, the original update that the CLEC sent to AT&T is compared to the database following completion of the update by AT&T. An update is “completed without error” if the database completely and accurately reflects the activity specified on the original and supplemental update (order) submitted by the CLEC. Each database (LIDB, Directory Assistance, and Directory Listings) should be separately tracked and reported.

A statistically valid sample of CLEC Orders are pulled each month. That sample will be used to test the accuracy of the database update process. This is a manual process.

### Calculation

**Percent Update Accuracy** = (a / b) X 100

- a = Number of Updates Completed Without Error
- b = Number Updates Completed

### Report Structure

- CLEC Aggregate
- CLEC Specific (not available in this report)
- AT&T Aggregate (not available in this report)

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr) and PON (PON)</li> <li>• Local Service Request (LSR)</li> <li>• Order Submission Date</li> <li>• Number of Orders Reviewed</li> </ul> <p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Database Type <ul style="list-style-type: none"> <li>• LIDB</li> <li>• Directory Assistance</li> <li>• Directory Listings</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Accurate</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

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<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable



## D-3: Percent NXXs and LRNs Loaded by the LERG Effective Date

### Definition

Measurement of the percent of NXX(s) and Location Routing Numbers LRN(s) loaded in end office and/or tandem switches by the Local Exchange Routing Guide (LERG) effective date when facilities are in place. AT&T has a single provisioning process for both NXX(s) and LRN(s). In this measure, AT&T will identify whether or not a particular NXX has been flagged as LNP capable (set triggers for dips) by the LERG effective date.

An LRN is assigned by the owner of the switch and is placed into the software translations for every switch to be used as an administrative pointer to route NXX(s) in LNP capable switches. The LRN is a result of Local Number Porting and is housed in a national database provided by the Number Portability Administration Center (NPAC). The switch owner is responsible for notifying NPAC and requesting the effective date that will be reflected in the LERG. The national database downloads routing tables into AT&T Service Control Point (SCP) regional databases, which are queried by switches when routing ported numbers.

The basic NXX routing process includes the addition of all NXX(s) in the response translations. This addition to response translations is what supports LRN routing. Routing instructions for all NXX(s), including LRN(s), are received from the Advance Routing & Trunking System (ARTS) and all routing, including response, is established based on the information contained in the Translation Work Instructions (TWINs) document.

### Exclusions

- Activation requests where the CLEC's interconnection arrangements and facilities are not in place by the LERG effective date
- Expedite requests

### Business Rules

Data for the initial NXX(s) and LRN(s) in a local calling area will be based on the LERG effective date or completion of the initial interconnection trunk group(s), whichever is longer. Data for additional NXX(s) in the local calling area will be based on the LERG effective date. The LERG effective date is loaded into the system at the request of the CLEC. It is contingent upon the CLEC to engineer, order, and install interconnection arrangements and facilities prior to that date.

The total Count of NXX(s) and LRN(s) that were scheduled to be loaded and those that were loaded by the LERG effective date in AT&T switches will be captured in the Work Force Administration -Dispatch In database.

### Calculation

**Percent NXXs/LRNs Loaded and Tested Prior to the LERG Effective Date** = ( a / b ) X 100

- a = Count of NXXs and LRNs loaded by the LERG effective date
- b = Total NXXs and LRNs scheduled to be loaded by the LERG effective date

### Report Structure

- CLEC Specific
- CLEC Aggregate
- AT&T (Not Applicable)

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Company Name</li> <li>• Company Code</li> <li>• NPA/NXX</li> <li>• LERG Effective Date</li> <li>• Loaded Date</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Geographic Scope - Region</li> </ul>	<ul style="list-style-type: none"> <li>• 100% by LERG Effective Date</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

# Section 8: E911

## E-1: Timeliness

### Definition

Measures the percent of batch orders for E911 database updates (to CLEC resale and AT&T retail records) processed successfully within a 24-hour period.

### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

### Business Rules

The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (the AT&T E911 vendor) receives E911 files containing batch orders extracted from the AT&T Service Order Control System (SOCS). Processing stops when SCC loads the individual records to the E911 database. The E911 database includes updates to the Automatic Location Identification (ALI) database. The system makes no distinction between CLEC resale records and AT&T retail records.

### Calculation

$$E911 \text{ Timeliness} = (a / b) \times 100$$

- a = Number of batch orders processed within 24 hours
- b = Total number of batch orders submitted

### Report Structure

Reported for the aggregate of CLEC resale updates and AT&T retail updates

- State
- Region

### Data Retained

- Report month
- Aggregate data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## E-2: Accuracy

### Definition

Measures the percent of E911 telephone number (TN) record updates (to CLEC resale and AT&T retail records) processed successfully for E911 (including the Automatic Location Identification (ALI) database).

### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

### Business Rules

Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (the AT&T E911 vendor) receives E911 files containing telephone number (TN) records extracted from AT&T's Service Order Control System (SOCS). The system makes no distinction between CLEC resale records and AT&T retail records.

### Calculation

$$\text{E911 Accuracy} = (a / b) \times 100$$

- a = Number of record individual updates processed with no errors
- b = Total number of individual record updates

### Report Structure

Reported for the aggregate of CLEC resale updates and AT&T retail updates

- State
- Region

### Data Retained

- Report month
- Aggregate data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## E-3: Mean Interval

### Definition

Measures the mean interval processing of E911 batch orders (to update CLEC resale and AT&T retail records) including processing against the Automatic Location Identification (ALI) database.

### Exclusions

- Any resale order canceled by a CLEC
- Facilities-based CLEC orders

### Business Rules

The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. The system makes no distinction between CLEC resale records and AT&T retail records.

### Calculation

**E911 Interval** = (a - b)

- a = Date and time of batch order completion
- b = Date and time of batch order submission

**E911 Mean Interval** = (c / d)

- c = Sum of all E911 Intervals
- d = Number of batch orders completed

### Report Structure

Reported for the aggregate of CLEC resale updates and AT&T retail updates

- State
- Region

### Data Retained

- Report month
- Aggregate data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• None	• Parity by Design

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

# Section 9: Trunk Group Performance

## TGP-1: Trunk Group Performance-Aggregate

### Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and AT&T affecting trunk groups.

### Exclusions

- Trunk groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

### Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and AT&T trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

#### Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

#### Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus AT&T switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

#### Trunk Categorization:

This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and AT&T affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

#### CLEC Affecting Categories:

	<b>Point A</b>	<b>Point B</b>
Category 1:	AT&T End Office	AT&T Access Tandem
Category 3:	AT&T End Office	CLEC Switch
Category 4:	AT&T Local Tandem	CLEC Switch
Category 5:	AT&T Access Tandem	CLEC Switch
Category 10:	AT&T End Office	AT&T Local Tandem
Category 16:	AT&T Tandem	AT&T Tandem

#### AT&T Affecting Categories:

	<b>Point A</b>	<b>Point B</b>
Category 9:	AT&T End Office	AT&T End Office

### Calculation

#### Monthly Average Blocking:

- For each hour of the day, each day's raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

**Aggregate Monthly Blocking:**

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and AT&T affecting trunk groups are also calculated for each hour.

**Report Structure**

- CLEC Aggregate
- AT&T Aggregate
- State

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Trunk Groups</li> <li>• Number of Trunk Groups by CLEC</li> <li>• Hourly Blocking Per Trunk Group</li> <li>• Hourly Usage Per Trunk Group</li> <li>• Hourly Call Attempts Per Trunk Group</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Trunk Groups</li> <li>• Aggregate Hourly Blocking Per Trunk Group</li> <li>• Hourly Usage Per Trunk Group</li> <li>• Hourly Call Attempts Per Trunk Group</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC aggregate</li> <li>• AT&amp;T aggregate</li> </ul>	<ul style="list-style-type: none"> <li>• Any 2 hour period in 24 hours where CLEC blockage exceeds AT&amp;T blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for AT&amp;T</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC Aggregate</li> <li>• AT&amp;T Aggregate</li> </ul>	<ul style="list-style-type: none"> <li>• Any 2 hour period in 24 hours where CLEC blockage exceeds AT&amp;T blockage by more than 0.5% using trunk groups 1,3,4,5,10,16 for CLECs and 9 for AT&amp;T</li> </ul>

## TGP-2: Trunk Group Performance-CLEC Specific

### Definition

The Trunk Group Performance report displays, over a reporting cycle, aggregate, average trunk group blocking data for each hour of each day of the reporting cycle, for both CLEC affecting and AT&T affecting trunk groups.

### Exclusions

- Trunk Groups for which valid data is not available for an entire study period
- Duplicate trunk group information
- Trunk groups blocked due to CLEC network/equipment failure
- Trunk groups blocked due to CLEC delayed or refused orders
- Trunk groups blocked due to unanticipated significant increases in CLEC traffic
- Final groups actually overflowing, not blocked

### Business Rules

The purpose of the Trunk Group Performance Report is to provide trunk blocking measurements on CLEC and AT&T trunk groups for comparison only. It is not the intent of the report that it be used for network management and/or engineering.

#### Monthly Average Blocking:

- The reporting cycle includes both business and non-business days in a calendar month.
- Monthly average blocking values are calculated for each trunk group for each of the 24 time consistent hours across a reporting cycle.

#### Aggregate Monthly Blocking:

- Used to compare aggregate blocking across trunk groups which terminate traffic at CLEC points of presence versus AT&T switches.
- Aggregate monthly blocking data is calculated for each hour of the day across all trunk groups assigned to a category.

#### Trunk Categorization:

- This report displays, over a reporting cycle, aggregate, average blocking data for each hour of a day. Therefore, for each reporting cycle, 24 blocking data points are generated for two aggregate groups of selected trunk groups. These groups are CLEC affecting and AT&T affecting trunk groups. In order to assign trunk groups to each aggregate group, all trunk groups are first assigned to a category. A trunk group's end points and the type of traffic that is transmitted on it define a category. Selected categories of trunk groups are assigned to the aggregate groups so that trunk reports can be generated. The categories to which trunk groups have been assigned for this report are as follows.

#### CLEC Affecting Categories:

	Point A	Point B
Category 1:	AT&T End Office	AT&T Access Tandem
Category 3:	AT&T End Office	CLEC Switch
Category 4:	AT&T Local Tandem	CLEC Switch
Category 5:	AT&T Access Tandem	CLEC Switch
Category 10:	AT&T End Office	AT&T Local Tandem
Category 16:	AT&T Tandem	AT&T Tandem

#### AT&T Affecting Categories:

	Point A	Point B
Category 9:	AT&T End Office	AT&T End Office



**Calculation**

**Monthly Average Blocking:**

- For each hour of the day, each day’s raw data are summed across all valid measurements days in a report cycle for blocked and attempted calls.
- The sum of the blocked calls is divided by the total number of calls attempted in a reporting period.

**Aggregate Monthly Blocking:**

- For each hour of the day, the monthly sums of the blocked and attempted calls from each trunk group are separately aggregated over all trunk groups within each assigned category.
- The total blocked calls is divided by the total call attempts within a group to calculate an aggregate monthly blocking for each assigned group.
- The result is an aggregate monthly average blocking value for each of the 24 hours by group.
- The difference between the CLEC and AT&T affecting trunk groups are also calculated for each hour.

**Report Structure**

- CLEC Specific
  - State

**Data Retained**

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Trunk Groups</li> <li>• Number of Trunk Groups by CLEC</li> <li>• Hourly Blocking Per Trunk Group</li> <li>• Hourly Usage Per Trunk Group</li> <li>• Hourly Call Attempts Per Trunk Group</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Trunk Groups</li> <li>• Aggregate Hourly Blocking Per Trunk Group</li> <li>• Hourly Usage Per Trunk Group</li> <li>• Hourly Call Attempts Per Trunk Group</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC Trunk Group</li> </ul>	<ul style="list-style-type: none"> <li>• Any 2 hour period in 24 hours where CLEC blockage exceeds AT&amp;T blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for AT&amp;T</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• CLEC Trunk Group</li> <li>• AT&amp;T Trunk Group</li> </ul>	<ul style="list-style-type: none"> <li>• Any 2 hour period in 24 hours where CLEC blockage exceeds AT&amp;T blockage by more than 0.5% using trunk groups 1, 3, 4, 5, 10, 16 for CLECs and 9 for AT&amp;T</li> </ul>

# Section 10: Collocation

## C-1: Collocation Average Response Time

### Definition

Measures the average time (counted in calendar days) from the receipt of a complete and accurate collocation application (including receipt of application fee if required) to the date AT&T returns a response electronically or in writing. Within 10 calendar days after having received a bona fide application for physical collocation, AT&T must respond as to whether space is available or not.

### Exclusions

Any application canceled by the CLEC.

### Business Rules

The clock starts on the date that AT&T receives a complete and accurate collocation application accompanied by the appropriate application fee if required. The clock stops on the date that AT&T returns a response. The clock will restart upon receipt of changes to the original application request.

### Calculation

**Response Time** = (a - b)

- a = Request Response Date
- b = Request Submission Date

**Average Response Time** = (c / d)

- c = Sum of all Response Times
- d = Count of Responses Returned within Reporting Period

### Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• State</li> <li>• Virtual-Initial</li> <li>• Virtual-Augment</li> <li>• Physical Caged-Initial</li> <li>• Physical Caged-Augment</li> <li>• Physical-Cageless-Initial</li> <li>• Physical Cageless-Augment</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual - 20 Calendar Days</li> <li>• Physical Caged - 30 Calendar Days</li> <li>• Physical Cageless - 30 Calendar Days</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## C-2: Collocation Average Arrangement Time

### Definition

Measures the average time (counted in calendar days) from receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee if required) to the date AT&T completes the collocation arrangement and notifies the CLEC.

### Exclusions

- Any Bona Fide firm order canceled by the CLEC
- Any Bona Fide firm order with a CLEC-negotiated interval longer than the benchmark interval

### Business Rules

The clock starts on the date that AT&T receives a complete and accurate Bone Fide firm order accompanied by the appropriate fee. The clock stops on the date that AT&T completes the collocation arrangement and notifies the CLEC.

### Calculation

**Arrangement Time** = (a - b)

- a = Date Collocation Arrangement is Complete
- b = Date Order for Collocation Arrangement Submitted

**Average Arrangement Time** = (c / d)

- c = Sum of all Arrangement Times
- d = Total Number of Collocation Arrangements Completed during Reporting Period

### Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• State</li> <li>• Virtual-Initial</li> <li>• Virtual-Augment</li> <li>• Physical Caged-Initial</li> <li>• Physical Caged-Augment</li> <li>• Physical Cageless-Initial</li> <li>• Physical Cageless-Augment</li> </ul>	<ul style="list-style-type: none"> <li>• Virtual - 50 Calendar Days (Ordinary)</li> <li>• Virtual - 75 Calendar Days (Extraordinary)</li> <li>• Physical Caged - 90 Calendar Days</li> <li>• Physical Cageless - 60 Calendar Days (Ordinary)</li> <li>• Physical Cageless - 90 Calendar Days (Extraordinary)</li> </ul>

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

### C-3: Collocation Percent of Due Dates Missed

**Definition**

Measures the percent of missed due dates for both virtual and physical collocation arrangements.

**Exclusions**

Any Bona Fide firm order canceled by the CLEC.

**Business Rules**

Percent Due Dates Missed is the percent of total collocation arrangements which AT&T is unable to complete by end of the AT&T committed due date. The clock starts on the date that AT&T receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee if required. The arrangement is considered a missed due date if it is not completed on or before the committed due date.

**Calculation**

**% of Due Dates Missed** = (a / b) X 100

- a = Number of Completed Orders that were not completed within AT&T Committed Due Date during Reporting Period
- b = Number of Orders Completed in Reporting Period

**Report Structure**

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

**Data Retained**

- Report Period
- Aggregate Data

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• State</li> <li>• Virtual-Initial</li> <li>• Virtual-Augment</li> <li>• Physical Caged-Initial</li> <li>• Physical Caged-Augment</li> <li>• Physical Cageless-Initial</li> <li>• Physical Cageless-Augment</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 95% on time</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• All Collocation Arrangements</li> </ul>	<ul style="list-style-type: none"> <li>• &gt;= 95% on time</li> </ul>

# Section 11: Change Management

## CM-1: Timeliness of Change Management Notices

### Definition

Measures whether CLECs receive required software release notices on time to prepare for AT&T interface/system changes so CLEC interfaces are not impaired by change.

### Exclusions

- Changes to release dates for reasons outside AT&T control, such as the system software vendor changes. For example: a patch to fix a software problem.
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process (CCP)

### Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by AT&T and the CLECs to manage requested changes to the AT&T Local Interfaces.

The clock starts on the notification date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

### Calculation

**Timeliness of Change Management Notices** = (a / b) X 100

- a = Total number of Change Management Notifications Sent Within Required Timeframes
- b = Total Number of Change Management Notifications Sent

### Report Structure

- AT&T Aggregate

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 95% >= 30 Days of Release

### SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% >= 30 Days of Release

## CM-2: Change Management Notice Average Delay Days

### Definition

Measures the average delay days for change management system release notices sent outside the time frame set forth in the Change Control Process.

### Exclusions

- Changes to release dates for reasons outside AT&T control, such as the system software vendor changes. For example: a patch to fix a software problem
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

### Business Rules

This metric is designed to measure the percent of change management notices sent to the CLECs according to notification standards and time frames set forth in the Change Control Process. The CCP is used by AT&T and the CLECs to manage requested changes to the AT&T Local Interfaces.

The clock starts on the notification due date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. A revised notification would be required and the clock would restart. Based on release constraints for defects/expedites, notification may be less than the agreed upon interval in the CCP for new features.

### Calculation

**Change Management Notice Delay Days** = (a - b)

- a = Date Notice Sent
- b = Date Notice Due

**Change Management Notice Average Delay Days** = (c / d)

- c = Sum of all Change Management Notice Delay Days
- d = Total Number of Notices Sent Late

### Report Structure

- AT&T Aggregate

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• <= 8 Days

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## CM-3: Timeliness of Documents Associated with Change

### Definition

Measures whether CLECs received requirements or business rule documentation on time to prepare for AT&T interface/system changes so CLEC interfaces are not impaired by change.

### Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside AT&T control, such as changes due to Regulatory mandate or CLEC request
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

### Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and timeframes set forth in the Change Control Process. The CCP is used by AT&T and the CLECs to manage requested changes to the AT&T Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

### Calculation

**Timeliness of Documents Associated with Change** = (a / b) X 100

- a = Change Management Documentation Sent Within Required Timeframes after Notices
- b = Total Number of Change Management Documentation Sent

### Report Structure

- AT&T Aggregate

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	<ul style="list-style-type: none"> <li>• 95% &gt;= 30 days if new features coding is required</li> <li>• 95% &gt;= 5 days for documentation defects, corrections or clarifications</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Region	• 95% >= 30 days of the change

## CM-4: Change Management Documentation Average Delay Days

### Definition

Measures the average delay days for requirements or business rule documentation sent outside the time frames set forth in the Change Control Process.

### Exclusions

- Documentation for release dates that slip less than 30 days for reasons outside AT&T control, such as changes due to Regulatory mandate or CLEC request
- Type 6 Change Requests (Defects/Expedites), as defined by the Change Control Process

### Business Rules

This metric is designed to measure the percent of requirements or business rule documentation sent to the CLECs according to documentation standards and time frames set forth in the Change Control Process. The CCP is used by AT&T and the CLECs to manage requested changes to the AT&T Local Interfaces.

The clock starts on the business rule documentation release date. The clock stops on the software release date. When project events occur (scope changes, analysis information, etc.), the software release date may change. Revisions to documentation could be required and the clock would restart.

### Calculation

**Change Management Documentation Delay Days** = (a - b)

- a = Date Documentation Provided
- b = Date Documentation Due

**Change Management Documentation Average Delay Days** = (c / d)

- c = Sum of all CM Documentation Delay Days
- d = Total Change Management Documents Sent

### Report Structure

- AT&T Aggregate

### Data Retained

- Report Period
- Notice Date
- Release Date

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• <= 8 Days

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable



## CM-5: Notification of CLEC Interface Outages

### Definition

Measures the time it takes AT&T to notify the CLEC of an outage of an interface.

### Exclusions

None

### Business Rules

This measure is designed to notify the CLEC of interface outages within 15 minutes of AT&T's verification that an outage has taken place. This metric will be expressed as a percentage.

### Calculation

**Notification of CLEC Interface Outages** = (a / b) X 100

- a = Number of Interface Outages where CLECS are notified within 15 minutes
- b = Total Number of Interface Outages

### Report Structure

- CLEC Aggregate

### Data Retained

Relating to CLEC Experience	Relating to AT&T Performance
<ul style="list-style-type: none"> <li>• Number of Interface Outages</li> <li>• Number of Notifications &lt;= 15 minutes</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• By interface type for all interfaces accessed by CLECs</li> </ul>	<ul style="list-style-type: none"> <li>• 97% in 15 Minutes</li> </ul>

Interface	Applicable to
EDI	CLEC
CSOTS	CLEC
LENS	CLEC
TAG	CLEC
ECTA	CLEC
TAFI	CLEC/AT&T

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

# Section 12: Bona Fide / New Business Request Process

## BFR-1: Percentage of BFR/NBR Requests Processed Within 30 Business Days

### Definition

Percentage of Bona Fide/New Business Requests processed within 30 business days for the development and purchases of network elements not currently offered.

### Exclusions

- Any application cancelled by the CLEC

### Business Rules

The clock starts when AT&T receives a complete and accurate application. The clock stops when AT&T completes application processing for Network Elements that are not operational at the time of the request.

### Calculation

**Percentage of BFR/NBR Requests Processed Within 30 Business Days** =  $(a / b) \times 100$

- a = Count of number of requests processed within 30 days
- b = Total number of requests

### Report Structure

- Individual CLEC (alias) Aggregate
- Aggregate of all CLECs

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Region	• 90% <= 30 business days

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## BFR-2: Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days

### Definition

Percentage of quotes provided in response to Bona Fide/New Business Requests within X (10/30/60) business days for network elements not currently offered.

### Exclusions

- Requests that are subject to pending arbitration

### Business Rules

The clock starts when AT&T receives a complete and accurate application. The clock stops when AT&T responds back to the application with a price quote.

### Calculation

**Percentage of Quotes Provided for Authorized BFR/NBR Requests Processed Within X (10/30/60) Business Days** =  $(a / b) \times 100$

- a = Count of number of requests processed within “X” days
- b = Total number of requests  
where “X” = 10, 30, or 60 days

### Report Structure

- New Network Elements that are operational at the time of the request
- New Network Elements that are ordered by the FCC
- New Network Elements that are not operational at the time of the request

### Data Retained

- Report Period
- Aggregate Data

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Region</li> </ul>	<ul style="list-style-type: none"> <li>• 90% &lt;= 10/30/60 business days                             <ul style="list-style-type: none"> <li>- Network Elements that are operational at the time of the request – 10 days</li> <li>- Network Elements that are Ordered by the FCC – 30 days</li> <li>- New Network Elements – 90 days</li> </ul> </li> </ul>

### SEEM Measure

SEEM Measure	
No	Tier I
	Tier II

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

# Appendix A: Reporting Scope

## A-1: Standard Service Groupings

See individual reports in the body of the SQM.

## A-2: Standard Service Order Activities

These are the generic AT&T/CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.

### Service Order Activity Types

- Service Migrations Without Changes
- Service Migrations With Changes
- Move and Change Activities
- Service Disconnects (Unless noted otherwise)
- New Service Installations

### Pre-Ordering Query Types

- Address
- Telephone Number
- Appointment Scheduling
- Customer Service Record
- Feature Availability
- Service Inquiry

### Maintenance Query Types:

TAFI - TAFI queries the systems below

- CRIS
- March
- Predictor
- LMOS
  - DLR
  - DLETH
  - LMOSupd
- LNP
- NIW
- OSPCM
- SOCS

### Report Levels

- CLEC RESH
- CLEC State
- CLEC Region
- Aggregate CLEC State
- Aggregate CLEC Region
- AT&T State
- AT&T Region

## Appendix B: Glossary of Acronyms and Terms

### Symbols used in calculations

$\Sigma$

A mathematical symbol representing the sum of a series of values following the symbol.

-

A mathematical operator representing subtraction.

+

A mathematical operator representing addition.

/

A mathematical operator representing division.

<

A mathematical symbol that indicates the metric on the left of the symbol is less than the metric on the right.

<=

A mathematical symbol that indicates the metric on the left of the symbol is less than or equal to the metric on the right.

>

A mathematical symbol that indicates the metric on the left of the symbol is greater than the metric on the right.

>=

A mathematical symbol that indicates the metric on the left of the symbol is greater than or equal to the metric on the right.

()

Parentheses, used to group mathematical operations which are completed before operations outside the parentheses.

### A

#### **ACD**

Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants.

#### **Aggregate**

Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level.

#### **ALEC**

Alternative Local Exchange Company = FL CLEC

#### **ADSL**

Asymmetrical Digital Subscriber Line

#### **ASR**

Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network.

#### **ATLAS**

Application for Telephone Number Load Administration System - The AT&T Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders.

#### **ATLASTN**

ATLAS software contract for Telephone Number.

#### **Auto Clarification**

The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction.

**B****BFR:**

Bona Fide Request

**BILLING**

The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing.

**BOCRIS**

Business Office Customer Record Information System (Front-end to the CRIS database.)

**BRI**

Basic Rate ISDN

**BRC**

Business Repair Center – The AT&T Business Systems trouble receipt center which serves business and CLEC customers.

**AT&T**

AT&T Telecommunications, Inc.

**C****CABS**

Carrier Access Billing System

**CCC**

Coordinated Customer Conversions

**CCP**

Change Control Process

**Centrex**

A business telephone service, offered by local exchange carriers, which is similar to a Private Branch Exchange (PBX) but the switching equipment is located in the telephone company Central Office (CO).

**CKTID**

A unique identifier for elements combined in a service configuration

**CLEC**

Competitive Local Exchange Carrier

**CLP**

Competitive Local Provider = NC CLEC

**CM**

Change Management

**CMDS**

Centralized Message Distribution System - Telcordia administered national system used to transfer specially formatted messages among companies.

**COFFI**

Central Office Feature File Interface - Provides information about USOCs and class of service. COFFI is a part of DOE/ SONGS. It indicates all services available to a customer.

**COG**

Corporate Gateway - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

**CRIS**

Customer Record Information System - The AT&T proprietary corporate database and billing system for non-access customers and services.

**CRSACCTS**

CRIS software contract for CSR information

**CRSG**

Complex Resale Support Group

**C-SOTS**

CLEC Service Order Tracking System

**CSR**

Customer Service Record

**CTTG**

Common Transport Trunk Group - Final trunk groups between AT&T & Independent end offices and the AT&T access tandems.

**CWINS Center**

Customer Wholesale Interconnection Network Services Center (formerly the UNE Center).

**D****DA**

Directory Assistance

**Design**

Design Service is defined as any Special or Plain Old Telephone Service Order which requires AT&T Design Engineering Activities.

**Disposition & Cause**

Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc.

**DLETH**

Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS.

**DLR**

Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc.

**DS-0**

The worldwide standard speed for one digital voice signal (64000 bps).

**DS-1**

24 DS-0s (1.544Mb/sec., i.e. carrier systems)

**DOE**

Direct Order Entry System - An internal AT&T service order entry system used by AT&T Service Representatives to input business service orders in AT&T format.

**DOM**

Delivery Order Manager - Telcordia product designed for the electronic submission of xDSL Local Service Requests.

**DSAP**

DOE (Direct Order Entry) Support Application - The AT&T Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and Unbundled Network Elements.

**DSAPDDI**

DSAP software contract for schedule information.

**DSL**

Digital Subscriber Line

**DUI**

Database Update Information

**E****E911**

Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number.

**EDI**

Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra-company business documents in a public standard format.

**ESSX**

AT&T Centrex Service

**F****Fatal Reject**

LSRs electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated.

**Flow-Through**

In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the AT&T OSS without manual or human intervention.

**FOC**

Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.

**FX**

Foreign Exchange

**G H****HAL**

“Hands Off” Assignment Logic - Front end access and error resolution logic used in interfacing AT&T Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS.

**HALCRIS**

HAL software contract for CSR information

**HDSL**

High Density Subscriber Loop/Line

**I J K****ILEC**

Incumbent Local Exchange Company

**INP**

Interim Number Portability

**ISDN**

Integrated Services Digital Network



**IPC**

Interconnection Purchasing Center

**L****LAN**

Local Area Network

**LAUTO**

The automatic processor in the LNP Gateway that validates LSRs and issues service orders.

**LCSC**

Local Carrier Service Center - The AT&T center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations.

**Legacy System**

Term used to refer to AT&T Operations Support Systems (see OSS)

**LENS**

Local Exchange Negotiation System - The AT&T LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs.

**LEO**

Local Exchange Ordering - A AT&T system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in AT&T Service Order format.

**LERG**

Local Exchange Routing Guide

**LESOG**

Local Exchange Service Order Generator - A AT&T system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology.

**LFACS**

Loop Facilities Assessment and Control System

**LIDB**

Line Information Database

**LISC**

Local Interconnection Service Center - The center that issues trunk orders.

**LMOS**

Loop Maintenance Operations System - A AT&T Operations System that stores the assignment and selected account information for use by downstream OSS and AT&T personnel during provisioning and maintenance activities.

**LMOS HOST**

LMOS host computer

**LMOSupd**

LMOS updates

**LMU**

Loop Make-up

**LMUS**

Loop Make-up Service Inquiry

**LNP**

**Local Number Portability** - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider.

**Loops**

Transmission paths from the central office to the customer premises.

**LRN**

Location Routing Number

**LSR**

Local Service Request – A request for local resale service or unbundled network elements from a CLEC.

**M**

**Maintenance & Repair**

The process and function by which trouble reports are passed to AT&T and by which the related service problems are resolved.

**MARCH**

AT&T Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.

**N**

**NBR**

New Business Request

**NC**

“No Circuits” - All circuits busy announcement.

**NIW**

Network Information Warehouse

**NMLI**

Native Mode LAN Interconnection

**NPA**

Numbering Plan Area

**NXX**

The “exchange” portion of a telephone number.

**O**

**OASIS**

Obtain Availability Services Information System - A AT&T front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.

**OASISBSN**

OASIS software contract for feature/service

**OASISCAR**

OASIS software contract for feature/service

**OASISLPC**

OASIS software contract for feature/service

**OASISMTN**

OASIS software contract for feature/service

**OASISNET**

OASIS software contract for feature/service

**OASISOCP**

OASIS software contract for feature/service

**ORDERING**

The process and functions by which resale services or unbundled network elements are ordered from AT&T as well as the process by which an LSR or ASR is placed with AT&T.

**OSPCM**

Outside Plant Contract Management System - Provides Scheduling Information.

**OSS**

Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.

**Out Of Service**

Customer has no dial tone and cannot call out.

**P****PMAP**

Performance Measurement Analysis Platform

**PMQAP**

Performance Measurement Quality Assurance Plan

**PON**

Purchase Order Number

**POTS**

Plain Old Telephone Service

**PREDICTOR**

The AT&T Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.

**Preordering**

The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.

**PRI**

Primary Rate ISDN

**Provisioning**

The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.

**PSIMS**

Product/Service Inventory Management System - A AT&T database Operations System which contains availability information on switching system features and capabilities and on AT&T service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.

**PSIMSORB**

PSIMS software contract for feature/service.

**Q R****RNS**

Regional Negotiation System - An internal AT&T service order entry system used by AT&T Consumer Services to input service orders in AT&T format.

**ROS**

Regional Ordering System

**RRC**

Residence Repair Center - The AT&T Consumer Services trouble receipt center which serves residential customers.

**RSAG**

Regional Street Address Guide - The AT&T database, which contains street addresses validated to be accurate with state and local governments.

**RSAGADDR**

RSAG software contract for address search.

**RSAGTN**

RSAG software contract for telephone number search.

**S****SAC**

Service Advocacy Center

**SEEM**

Self Effectuating Enforcement Mechanism

**SOCS**

Service Order Control System - The AT&T Operations System which routes service order images among AT&T drop points and AT&T Operations Systems during the service provisioning process.

**SOG**

Service Order Generator - Telcordia product designed to generate a service order for xDSL.

**SOIR**

Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911

**SONGS**

Service Order Negotiation and Generation System.

**T****TAFI**

Trouble Analysis Facilitation Interface - The AT&T Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports.

**TAG**

Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between AT&T's OSSs and participating CLECs.

**TN**

Telephone Number

**Total Manual Fallout**

The number of LSRs which are entered electronically but require manual entering into a service order generator.

**U V****UNE**

Unbundled Network Element

**UCL**

Unbundled Copper Link

**USOC**

Universal Service Order Code

**W X Y Z****WATS**

Wide Area Telephone Service

**WFA**

Work Force Administration

**WMC**

Work Management Center

**WTN**

Working Telephone Number.


## Appendix C: Appendix C: AT&T Audit Policy

AT&T currently provides many CLECs with certain audit rights as a part of their individual interconnection agreements. However, it is not reasonable for AT&T to undergo an audit of the SQM for every CLEC with which it has a contract. AT&T has developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission or by a CLEC exercising contractual audit rights, AT&T will agree to undergo a comprehensive audit of the aggregate level reports for both AT&T and the CLEC(s) each of the next five (5) years (2001-2005) to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. The cost shall be borne 50% by AT&T and 50% by the CLEC or CLECs.
2. The independent third party auditor shall be selected with input from AT&T, the PSC, if applicable, and the CLEC(s).
3. AT&T, the PSC and the CLEC(s) shall jointly determine the scope of the audit.

AT&T reserves the right to make changes to this audit policy as growth and changes in the industry dictate.

**Attachment 10**  
**AT&T Disaster Recovery Plan**

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## **1.0 PURPOSE**

In the unlikely event of a disaster occurring that affects AT&T's long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems, a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored in a non-discriminatory manner.

This document will cover the basic recovery procedures that would apply to every CLEC.

## **2.0 SINGLE POINT OF CONTACT**

When a problem is experienced, regardless of the severity, the AT&T Network Management Center (NMC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of AT&T's network; and, in the event that a switch or facility node is lost, the NMC will attempt to circumvent the failure using available reroutes.

AT&T's NMC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NMC will contact AT&T's Emergency Control Center (ECC) and relinquish control of the recovery efforts. Even though the ECC may take charge of the situation, the NMC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

**The telephone number for the AT&T Network Management Center in Atlanta, as published in Telcordia's National Network Management Directory, is 404-321-2516.**

## **3.0 IDENTIFYING THE PROBLEM**

During the early stages of problem detection, the NMC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only; AT&T equipment only or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NMC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLECs' Network Management Center and the AT&T NMC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NMC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Emergency Control Center (ECC). Traffic controls will continue to be applied by the NMC until facilities are re-established. As equipment is made available for service, the ECC will instruct the NMC to begin removing the controls and allow traffic to resume.



### **3.1 SITE CONTROL**

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. The site will initially be controlled by local authorities until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire and life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration. (Example: If the AC switchgear has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

### **3.2 ENVIRONMENTAL CONCERNS**

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of damage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration as well as maintain proper planning and site control.

#### **4.0 THE EMERGENCY CONTROL CENTER (ECC)**

The ECC is located in the Colonnade Building in Birmingham, Alabama. During an emergency, the ECC staff will convene a group of pre-selected experts to inventory the damage and initiate corrective actions. These experts have regional access to AT&T's personnel and equipment and will assume control of the restoration activity anywhere in the nine-state area.

In the past, the ECC has been involved with restoration activities resulting from hurricanes, ice storms and floods. They have demonstrated their capabilities during these calamities as well as during outages caused by human error or equipment failures. This group has an excellent record of restoring service as quickly as possible.

During a major disaster, the ECC may move emergency equipment to the affected location, direct recovery efforts of local personnel and coordinate service restoration activities with the CLECs. The ECC will attempt to restore service as quickly as possible using whatever means is available; leaving permanent solutions, such as the replacement of damaged buildings or equipment, for local personnel to administer.

Part of the ECC's responsibility, after temporary equipment is in place, is to support the NMC efforts to return service to the CLECs. Once service has been restored, the ECC will return

control of the network to normal operational organizations. Any long-term changes required after service is restored will be made in an orderly fashion and will be conducted as normal activity.

## **5.0 RECOVERY PROCEDURES**

The nature and severity of any disaster will influence the recovery procedures. One crucial factor in determining how AT&T will proceed with restoration is whether or not AT&T's equipment is incapacitated. Regardless of who's equipment is out of service, AT&T will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

### **5.1 CLEC OUTAGE**

For a problem limited to one CLEC (or a building with multiple CLECs), AT&T has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, AT&T can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon AT&T having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact AT&T's resolve to re-establish traffic to the original destination as quickly as possible.

### **5.2 AT&T OUTAGE**

Because AT&T's equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged AT&T equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the ECC will be able to initiate immediate actions to correct the problem.

A disaster involving any of AT&T's equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NMC would be the first group to observe a problem involving AT&T's equipment. Shortly after a disaster, the NMC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the ECC will assume control of the restoration.

#### **5.2.1 Loss of a Central Office**

When AT&T loses a Central Office, the ECC will

- a) Place specialists and emergency equipment on notice;

- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

### **5.2.2 Loss of a Central Office with Serving Wire Center Functions**

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in Section 5.2.1.

### **5.2.3 Loss of a Central Office with Tandem Functions**

When AT&T loses a Central Office building that serves as an Access Tandem and as a SWC, the ECC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers.

### **5.2.4 Loss of a Facility Hub**

In the event that AT&T loses a facility hub, the recovery process is much the same as above. Once the NMC has observed the problem and administered the appropriate controls, the ECC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police and other emergency agencies; and

- e) Restoring service to CLECs and other customers. If necessary, AT&T will aggregate the traffic at another location and build temporary facilities. This alternative would be viable for a location that is destroyed and building repairs are required.

### **5.3 COMBINED OUTAGE (CLEC AND AT&T EQUIPMENT)**

In some instances, a disaster may impact AT&T's equipment as well as the CLECs'. This situation will be handled in much the same way as described in Section 5.2.3. Since AT&T and the CLECs will be utilizing temporary equipment, close coordination will be required.

### **6.0 T1 IDENTIFICATION PROCEDURES**

During the restoration of service after a disaster, AT&T may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, AT&T may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, the method for identifying the T1 traffic on the DS3s and providing the information to the Carriers will be decided on a case-by-case basis.

### **7.0 ACRONYMS**

- CO - Central Office (AT&T)
- DS3 - Facility that carries 28 T1s (672 circuits)
- ECC - Emergency Control Center (AT&T)
- CLEC - Competitive Local Exchange Carrier
- NMC - Network Management Center
- SWC - Serving Wire Center (AT&T switch)
- T1 - Facility that carries 24 circuits

### **Hurricane Information**

During a hurricane, AT&T will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout AT&T Telecommunications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages and dispatch conditions, etc.

Hurricane-related information can also be found on line at [http://www.interconnection.bellsouth.com/network/disaster/dis\\_resp.htm](http://www.interconnection.bellsouth.com/network/disaster/dis_resp.htm). Information concerning Mechanized Disaster Reports can also be found at this website by clicking on CURRENT MDR REPORTS or by going directly to <http://www.interconnection.bellsouth.com/network/disaster/mdrs.htm>.

## **BST Disaster Management Plan**

AT&T maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.

**Attachment 11**

**Bona Fide Request and New Business Requests Process**

**BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS**

- 1.0 The Parties agree that BHN is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. BHN also shall be permitted to request the development of new or revised facilities or service options, which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 11.
- 2.0 Bona Fide Requests ("BFR") are to be used when BHN makes a request of AT&T to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when BHN makes a request of AT&T to provide a new or custom capability or function to meet BHN's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between BHN and AT&T, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by BHN and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that AT&T has sufficient information to analyze and prepare a response. Such a request also shall include a BHN's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to BHN's Account Executive.
- Within two (2) business days of receipt of a BFR, AT&T shall acknowledge in writing its receipt and identify a single point of contact responsible for responding to the BFR and shall request any additional information needed to process the request to the extent known at that time. Notwithstanding the foregoing, AT&T may reasonably request additional information from BHN at any time during the processing of the BFR.
- 4.0 Within thirty (30) business days of its receipt of a BFR or NBR from BHN, AT&T shall respond to BHN by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary analysis shall confirm that AT&T will either offer access to the Interconnection, Network Element, or other facility or service option, or provide an



explanation of why it is not technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or is otherwise not required to be provided under the Act.

- 5.0 BHN may cancel a BFR or NBR at any time. If BHN cancels the request more than three (3) business days after submitting it, BHN shall pay AT&T's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation.
- 6.0 AT&T shall propose a firm price quote and a detailed implementation plan within twenty-five (25) business days of BHN's acceptance of the preliminary analysis.
- 7.0 If BHN accepts the preliminary analysis, AT&T shall proceed with BHN's BFR/NBR, and BHN agrees to pay the non-refundable amount identified in the preliminary analysis for the initial work required to develop the project plan, create the design parameters, and establish all activities and resources required to complete the BFR/NBR. These costs will be referred to as "development" costs. The development costs identified in the preliminary analysis are fixed. If BHN cancels a BFR/NBR after AT&T has received BHN's acceptance of the preliminary analysis, BHN agrees to pay AT&T the reasonable, demonstrable, and actual costs, if any, directly related to complying with BHN's BFR/NBR up to the date of cancellation, to the extent such costs were not included in the non-refundable amount set forth above.
- 8.0 If BHN believes that AT&T's firm price quote is not consistent with the requirements of the Act, BHN may seek FCC or state Commission arbitration of its request, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 9.0 Unless BHN agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 10.0 If either Party to a BFR or NBR believes that the other Party is not requesting, negotiating, or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek FCC or state Commission resolution of the dispute, as appropriate.
- 11.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.

**AMENDMENT**

**BETWEEN**

**BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA,  
AT&T FLORIDA, AT&T GEORGIA**

**AND**

**BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA),  
LLC; BRIGHT HOUSE NETWORKS INFORMATION SERVICES  
(ALABAMA), LLC**

Signature: eSigned - Michael L. Scanlon

Signature: eSigned - Lashana Evans

Name: eSigned - Michael L. Scanlon  
(Print or Type)

Name: eSigned - Lashana Evans  
(Print or Type)

Title: VP, Circuit Operations  
(Print or Type)

Title: ASSOC DIR CUSTOMER CONTRACTS  
(Print or Type)

Date: 07 Mar 2022

Date: 07 Mar 2022

**Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Alabama), LLC by Charter Communications, Inc., their Manager**

**BellSouth Telecommunications, LLC d/b/a AT&T ALABAMA, AT&T FLORIDA, AT&T GEORGIA by AT&T Services, Inc., its authorized agent**

**AMENDMENT TO THE AGREEMENT  
BETWEEN  
BRIGHT HOUSE NETWORKS INFORMATION SERVICES (ALABAMA), LLC;  
BRIGHT HOUSE NETWORKS INFORMATION SERVICES (FLORIDA), LLC  
AND  
BELLSOUTH TELECOMMUNICATIONS, LLC D/B/A AT&T ALABAMA, AT&T FLORIDA, AT&T  
GEORGIA**

This Amendment (the “Amendment”) amends the Agreement(s) by and between AT&T and CLEC as shown in the attached Exhibit B.

**WHEREAS**, AT&T and CLEC are Parties to the Agreement(s) as shown in the attached Exhibit B; and

**WHEREAS**, the Parties desire to amend the Agreement to implement the FCC Orders FCC-19-66 and FCC-19-72 in WC Dkt. No. 18-141; Petition of USTelecom for Forbearance Pursuant to 47 U.S.C. § 160(c) to Accelerate Investment in Broadband and Next-Generation Networks which was filed with the FCC on May 4, 2018 (“FCC UNE and Resale Forbearance Order”); and

**WHEREAS**, the Parties desire to amend the Agreement to implement the FCC Order FCC-20-152 in WC Dkt. No. 19-308; Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which was filed with the FCC on January 8, 2021 (“FCC UNE Relief Order”); and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. The Amendment is composed of the foregoing recitals and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.
2. As of February 2, 2020, except for resale services that are grandfathered pursuant to subsection a, CLEC may no longer purchase any resale services pursuant to the rates, terms and conditions of this Agreement, including any resale Tariff referred to in this Agreement, other than the rates, terms and conditions provided for in Attachment 251(b)(1) Resale.
  - a. Resale services ordered on or before February 1, 2020 (“Resale Embedded Base”), are grandfathered until August 2, 2022, and available only:
    - i. to the same End User; and
    - ii. at that same End User’s existing location;
    - iii. both as of February 2, 2020.
3. Add Attachment - 251(b)(1) Resale to the Agreement.
4. As of February 2, 2020, CLEC may no longer order 2-Wire Analog UNE Loops or 4-Wire Analog UNE Loops (“Analog Loops”) pursuant to this Agreement. Any existing Analog Loops ordered on or before February 1, 2020 (“Analog Loop Embedded Base”) are grandfathered until August 2, 2022. CLEC shall convert the Analog Loop Embedded Base to a commercial offering, or other comparable service, or disconnect such Analog Loop on, or before, August 1, 2022. Exhibit A to this Amendment contains Analog Loop element descriptions and USOCs that are subject to the FCC UNE and Resale Forbearance Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also Analog Loops subject to the FCC UNE and Resale Forbearance Order.
  - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining Analog Loops and CLEC will be responsible for all recurring and non-recurring charges:

- i. convert to an analogous arrangement available under a separate commercial agreement executed by the Parties, or
    - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
    - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
    - iv. disconnect.
  - b. AT&T reserves the right to backbill CLEC for the difference between an Analog Loop rate and the non-UNE rate that applies under this Section 4 for any new Analog Loops inadvertently ordered on or after February 2, 2020, and any Analog Loop Embedded Base remaining as of August 1, 2022.
  - c. AT&T's election to reprice the Analog Loop shall not preclude AT&T from later converting the Analog Loop to an analogous arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
5. As of January 12, 2020, CLEC may no longer order DS1/DS3 Unbundled Dedicated Transport ("DS1/DS3 UDT"), whether stand-alone or part of a combination (e.g., Enhanced Extended Link), pursuant to this Agreement between Tier 1 wire centers and/or wire centers subject to UDT forbearance under Public Notice DA 19-733, dated August 1, 2019. Any such existing DS1/DS3 UDT ordered on or before January 11, 2020, is grandfathered until July 12, 2022 ("UDT Embedded Base").
- i. CLEC must convert any grandfathered DS1/DS3 UDT to another product/service offering on or before July 12, 2022, pursuant to the Conversion of 251(c)(3) UNE/UNE Combinations to Wholesale Services provisions of this Agreement or other similar provision.
  - ii. If CLEC fails to convert grandfathered DS1/DS3 UDT before July 12, 2022, at AT&T's sole discretion, AT&T may convert any, or all, of the remaining DS1/DS3 UDT to the equivalent Special Access service at month-to-month rates, terms and conditions. CLEC shall be responsible for all associated recurring and non-recurring charges.
  - iii. AT&T reserves the right to backbill CLEC for the difference between a DS1/DS3 UDT rate and the non-UNE rate that applies under this Section 5 for any new circuits inadvertently ordered on or after January 12, 2020 and any UDT Embedded Base remaining as of July 12, 2022.
  - iv. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DS1/DS3 UDT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. As of February 8, 2023, CLEC may no longer order new 2-Wire Digital UNE Loops ("Digital Loops") pursuant to this Agreement in Wire Centers where at least 50% of the census blocks served are designated as urbanized areas. Any existing Digital Loops ordered on or before February 8, 2023 ("Digital Loop Embedded Base") are grandfathered until February 8, 2025. CLEC shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. Exhibit A to this Amendment contains Digital Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also Digital Loops subject to the FCC UNE Relief Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining Digital Loops and CLEC will be responsible for all recurring and non-recurring charges:
    - i. convert to a digital arrangement available under a separate commercial agreement executed by the Parties, or
    - ii. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
    - iii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
    - iv. disconnect.
  - b. AT&T reserves the right to backbill CLEC for the difference between the Digital Loop rate and the non-UNE rate that applies under this Section 6 for any new Digital Loops inadvertently ordered on or after February 8, 2023, and any

Digital Loop Embedded Base remaining as of February 8, 2025.

- c. AT&T's election to reprice the Digital Loop shall not preclude AT&T from later converting the Digital Loop to a Digital arrangement available under a separate commercial agreement or an AT&T tariff or guidebook service.
  - d. AT&T reserves the right to raise its rates by up to 25% as of February 08, 2024 and may elect to increase rates to market rates after February 08, 2025, when the grandfathering period expires. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent rate changes. .
7. As of February 8, 2023, CLEC may no longer order new DS1 UNE Loops ("DS1 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change from time to time. Any existing DS1 Loops ordered on or before February 8, 2023 ("DS1 Loop Embedded Base") are grandfathered until July 8, 2024. CLEC shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024. Exhibit A to this Amendment contains DS1 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS1 Loops subject to the FCC UNE Forbearance Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS1 Loops and CLEC will be responsible for all recurring and non-recurring charges:
    - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
    - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
    - iii. disconnect.
  - b. AT&T reserves the right to backbill CLEC for the difference between the DS1 Loop rate and the non-UNE rate that applies under this Section 7 for any new DS1 Loops inadvertently ordered on or after February 8, 2023, and any DS1 Loop Embedded Base remaining as of July 8, 2024.
  - c. AT&T's election to reprice the DS1 Loop shall not preclude AT&T from later converting the DS1 Loop to a DS1 arrangement available under a separate AT&T tariff or guidebook service.
8. As of February 8, 2021, CLEC may no longer order new DS3 UNE Loops ("DS3 Loops") pursuant to this Agreement in Wire Centers in counties deemed to be competitive in the BDS proceeding as listed in the AT&T Guidebook, which may change time to time. Any existing DS3 Loops ordered on or before February 8, 2021 ("DS3 Loop Embedded Base") are grandfathered until February 8, 2024. CLEC shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024. Exhibit A to this Amendment contains DS3 Loop element descriptions and USOCs that are subject to the FCC UNE Relief Order, however this Agreement may also contain additional and/or older element descriptions and USOCs that are also DS3 Loops subject to the FCC UNE Forbearance Order.
- a. To the extent CLEC fails to adhere to the above, at AT&T's sole discretion, AT&T may take one or more of the following actions for any remaining DS3 Loops and CLEC will be responsible for all recurring and non-recurring charges:
    - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
    - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
    - iii. disconnect.
  - b. AT&T reserves the right to backbill CLEC for the difference between the DS3 Loop rate and the non-UNE rate that applies under this Section 8 for any new DS3 Loops inadvertently ordered on or after February 8, 2021, and any DS3 Loop Embedded Base remaining as of February 8, 2024.
  - c. AT&T's election to reprice the DS3 Loop shall not preclude AT&T from later converting the DS3 Loop to a DS3 arrangement available under a separate AT&T tariff or guidebook service.

9. As of February 8, 2021, CLEC may no longer order new UNE Dark Fiber Transport (“DFT”) pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 (“Dark Fiber Transport Embedded Base”) is grandfathered until February 8, 2029. CLEC shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. Exhibit A to this Amendment contains UNE Dark Fiber Transport element descriptions and USOCs that are subject to the FCC UNE Relief Order; however, this Agreement may also contain additional and/or older element descriptions and USOCs that are also UNE Dark Fiber Transport subject to the FCC UNE Relief Order. If the FCC determines that additional wire centers are subject to forbearance, CLEC shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
  - a. To the extent CLEC fails to adhere to the above, at AT&T’s sole discretion, AT&T may take one or more of the following actions for any remaining UNE Dark Fiber Transport and CLEC will be responsible for all recurring and non-recurring charges:
    - i. convert to AT&T tariff or guidebook services (in which case month-to-month rates, terms and conditions shall apply), or
    - ii. reprice by application of a new rate (or by application of a surcharge to an existing rate), or
    - iii. disconnect.
  - b. AT&T reserves the right to backbill CLEC for the difference between an UNE Dark Fiber Transport rate and the non-UNE rate that applies under this Section 9 for any new UNE Dark Fiber Transport inadvertently ordered on or after February 8, 2021, and any UNE Dark Fiber Transport Embedded Base remaining as of February 8, 2029.
  - c. AT&T’s election to reprice the UNE Dark Fiber Transport shall not preclude AT&T from later converting the UNE Dark Fiber Transport to a DFT arrangement available under a separate AT&T tariff or guidebook service.
10. As of February 8, 2021, CLEC may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
11. As of February 8, 2021, CLEC may no longer covert existing Special Access circuits (as defined, ordered, and provisioned in AT&T ILEC’s interstate and/or intrastate tariffs) to UNEs.
12. CLEC shall provide a forecast of the total number of Unbundled Loops in its embedded customer base that it plans to migrate to an alternate product or service. CLEC shall work with AT&T to establish mutually agreed to daily order volume parameters and make a reasonable effort to affect a timely and orderly migration by the end of the transition period.
13. Any future forbearance from or rule changes for Section 251(c)(3) UNEs offered pursuant to this Agreement shall be incorporated by reference as of the effective date of the FCC order and shall not require a written amendment. AT&T shall provide Notice to CLEC of how the Parties will implement the subsequent UNE forbearance or rule change. Notice will include applicable transition periods and any changes to rate(s), term(s) and/or condition(s) to the underlying Agreement.
14. In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.
15. This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but rather, shall be coterminous with such Agreement.
16. EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
17. Signatures by all Parties to this Amendment are required to effectuate this Amendment. This Amendment may be executed in counterparts. Each counterpart shall be considered an original and such counterpart shall together constitute one and the same instrument.

18. This Amendment shall be filed with and is subject to approval by the applicable state Commission and shall become effective ten (10) days following approval by such Commission.



# **ATTACHMENT 16b – 251(b)(1) RESALE**

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## **1.0 INTRODUCTION**

- 1.1 This Attachment sets forth terms and conditions for Section 251(b)(1) resale services (“Resale Services”) provided by AT&T-21STATE to CLEC.
- 1.2 Pursuant to Section 251(b)(1), beginning February 2, 2020, CLEC may order and AT&T-21STATE shall make available to CLEC for resale, pursuant to the rates, terms and conditions of this Attachment, Telecommunications Services that AT&T-21STATE provides at retail to End Users who are not Telecommunications Carriers. Beginning August 2, 2022, this Attachment shall govern all Resale Services CLEC purchases from AT&T-21STATE, including Resale Services that were purchased prior to August 2, 2022 pursuant to other provisions of this Agreement and/or resale tariff and that remain in service as of that date (“Resale Embedded Base”).

## **2.0 GENERAL PROVISIONS**

- 2.1 AT&T-21STATE’s obligation to provide Resale Services under this Attachment is subject to availability of existing facilities. CLEC may resell Telecommunications Services provided hereunder only in those service areas in which such Resale Services or any feature or capability thereof are currently offered to AT&T-21STATE’s End Users at retail.
- 2.2 Notwithstanding any other provision in this Agreement or in any applicable Tariff, once a retail service has been grandfathered it is available to CLEC for resale pursuant to the rates, terms and conditions of the state-specific retail Tariff and only:
- (i) to the same End User; and
  - (ii) at that same End User’s existing location;
  - (iii) both as of the time of that service’s grandfathering.
- 2.3 AT&T-21STATE may withdraw the availability of certain Telecommunication Services that AT&T-21STATE previously provisioned to CLEC or retail End Users pursuant to C.F.R 51.325 through 51.335 as such rules may be amended from time to time (the “Network Disclosure Rules”).
- 2.4 CLEC shall not use any Resale Services to avoid the rates, terms and conditions of AT&T-21STATE’s corresponding retail Tariff(s). Moreover, CLEC shall not use any Resale Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), interconnected VoIP providers (IVPs), mobile virtual network operators (MVNOs), or other Telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail Telecommunications providers. CLEC may not resell any Resale Services to another CLEC, including its own Affiliate(s).
- 2.5 Except as otherwise expressly provided herein, the state-specific retail Tariff(s) shall govern the rates, terms and conditions associated with the Telecommunications Services available to CLEC for resale, except for any resale restrictions; provided, however, that any restrictions on further resale by the End User shall continue to apply. CLEC and its End Users may not use Resale Services in any manner not permitted for AT&T-21STATE’s End Users. Any change to the rates, terms and conditions of any applicable Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 2.6 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the retail Tariff(s) applicable to the state(s) in which service is being offered.
- 2.7 Except where otherwise explicitly permitted in AT&T-21STATE’s Tariff(s), CLEC shall not permit the sharing of Resale Services by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 2.8 CLEC shall only provide Resale Services under this Attachment to the same category of End User(s) to which AT&T-21STATE offers such services (for example, residence service shall not be resold to business End Users).
- 2.9 Special Needs Services are services for the physically disabled as defined in state-specific Tariffs. Where available for resale in accordance with state-specific Tariffs, CLEC may resell Special Needs Services to End Users who are

eligible for each such service. To the extent CLEC provides Resale Services that require certification on the part of the End User, CLEC shall ensure that the End User meets all the Tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and state Tariffs.

- 2.10 When ordering Resale Services that have an eligibility requirement (e.g., available only in a “retention”, “winback”, or “competitive acquisition” setting), CLEC shall maintain (and provide to AT&T-21STATE upon reasonable request) appropriate documentation, including, but not limited to, original End User service order data, evidencing the eligibility of its End User(s) for such offering or promotion. AT&T-21STATE may request up to one (1) audit for each promotion per twelve (12) month period that may cover up to the preceding twenty-four (24) month period.
- 2.11 Promotions of ninety (90) calendar days or less (“Short-Term Promotions”) shall not be available for resale. Promotions lasting longer than ninety (90) calendar (“Long-Term Promotions”) may be made available for resale. AT&T 21-STATE may eliminate any Resale Discount on all or certain Long-Term Promotions by providing a 45-day notice of such elimination.
- 2.12 If CLEC is in violation of any provision of this Attachment, AT&T-21STATE will notify CLEC of the violation in writing (“Resale Notice”). Such Resale Notice shall refer to the specific provision being violated. CLEC will have the breach cure period as specified in the General Terms and Conditions of this Agreement to correct the violation and notify AT&T-21STATE in writing that the violation has been corrected. AT&T-21STATE will bill CLEC the greater of:
- (i) the charges that would have been billed by AT&T-21STATE to CLEC or any Third Party but for the stated violation; or
  - (ii) the actual amounts CLEC billed its End User(s) in connection with the stated violation.
- 2.13 Notwithstanding any other provision of this Agreement, CLEC acknowledges and agrees that the assumption or resale to similarly-situated End Users of customer specific arrangement contracts, individual case basis contracts, or any other customer specific pricing contract is not addressed in this Agreement and that if CLEC would like to resell such arrangements, it may only do so consistent with applicable law and after negotiating an amendment hereto that establishes the rates, terms and conditions thereof. Such amendment will only be effective upon written execution by both Parties and approval by the Commission(s).
- 2.14 Except where otherwise required by law, CLEC shall not, without AT&T-21STATE’s prior written authorization, offer the services covered by this Attachment using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of AT&T-21STATE or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with AT&T-21STATE in the provision of Telecommunications Services to CLEC’s End Users.

### **3.0 PRICING AND DISCOUNTS**

- 3.1 “Resale Discount” means the applicable discount off retail rates applied to AT&T-21STATE Telecommunications Services resold by CLEC to its End Users. Any change to the rates, terms and conditions of any applicable retail Tariff is automatically incorporated herein and is effective hereunder on the date any such change is effective.
- 3.2 The Resale Discounts in the underlying Interconnection will apply until AT&T-21STATE provides notification of change to the Resale Discounts. AT&T-21STATE will provide such notification at least three (3) months in advance of any change to current Resale Discounts. Changes to the Resale Discounts will be posted to AT&T CLEC Online and will be incorporated by reference upon the effective date stated therein. For avoidance of doubt, changes to Resale Discounts do not apply to Embedded Base Resale until August 2, 2022.

### **4.0 RESPONSIBILITIES OF PARTIES**

- 4.1 CLEC shall be responsible for modifying and connecting any of its systems with AT&T-21STATE-provided interfaces, as outlined in Attachment 07 – Operations Support Systems (OSS), and CLEC agrees to abide by AT&T-21STATE procedures for ordering Resale Services. CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations and assumes responsibility for applicable charges as specified in Section 258(b) of the Act.

- 4.2 CLEC shall release End User accounts in accordance with the directions of its End Users or an End User's authorized agent. When a CLEC End User switches to another carrier, AT&T-21STATE may reclaim the End User or process orders for another carrier, as applicable.
- 4.3 CLEC will have the ability to report trouble for its End Users to the appropriate AT&T-21STATE maintenance center(s) as provided in the CLEC Online Handbook(s). CLEC End Users calling AT&T-21STATE will be referred to CLEC at the telephone number(s) provided by CLEC to AT&T-21STATE. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch AT&T-21STATE's network facilities, including without limitation those facilities on End User premises.
- 4.4 CLEC's End Users' that activate Call Trace, or who are experiencing annoying calls, should contact law enforcement. Law Enforcement works with the appropriate AT&T-21STATE operations centers responsible for handling such requests. AT&T-21STATE shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC. AT&T-21STATE shall be indemnified, defended and held harmless by CLEC and/or the End User against any claim, loss or damage arising from providing this information to CLEC. It is the responsibility of CLEC to take the corrective action necessary with its End User who makes annoying calls. Failure to do so will result in AT&T-21STATE taking corrective action, up to and including disconnecting the End User's service.
- 4.5 CLEC acknowledges that information AT&T-21STATE provides to law enforcement agencies at the agency's direction (e.g., Call Trace data) shall be limited to available billing number and address information. It shall be CLEC's responsibility to provide additional information necessary for any law enforcement agency's investigation.
- 4.5.1 In addition to any other indemnity obligations in this Agreement, CLEC shall indemnify AT&T-21STATE against any Claim that insufficient information led to inadequate prosecution.
- 4.5.2 AT&T-21STATE shall handle law enforcement requests in accordance with the Law Enforcement provisions of the General Terms and Conditions of this Agreement.

## **5.0 BILLING AND PAYMENT OF RATES AND CHARGES**

- 5.1 CLEC is solely responsible for the payment of all charges for all services furnished under this Attachment, including but not limited to calls originated or accepted at CLEC's location and its End Users' service locations.
- 5.1.1 Interexchange carrier traffic (e.g., sent-paid, information services and alternate operator services messages) received by AT&T-21STATE for billing to Resale End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages were generated by a Resale account and will not be billed by AT&T-21STATE.
- 5.2 AT&T-21STATE shall not be responsible for how the associated charges for Resale Services may be allocated to End Users or others by CLEC. Applicable rates and charges for services provided to CLEC under this Attachment will be billed directly to CLEC and shall be the responsibility of CLEC.
- 5.2.1 Charges billed to CLEC for all services provided under this Attachment shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 5.2.2 If CLEC does not wish to be responsible for payment of charges for toll and information services (for example, 900 calls), CLEC must order the appropriate available blocking for lines provided under this Attachment and pay any applicable charges. It is CLEC's responsibility to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including without limitation 800, 888, 411 and Directory Assistance Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems.
- 5.3 CLEC shall pay the Federal End User Common Line (EUCL) charge and any other appropriate FCC or Commission-approved charges, as set forth in the appropriate Tariff(s), for each local exchange line furnished to CLEC under this

Attachment.

- 5.4 To the extent allowable by law, CLEC shall be responsible for both Primary Interexchange Carrier (PIC) and Local Primary IntraLATA Presubscription (LPIC) change charges associated with each local exchange line furnished to CLEC under this Attachment. CLEC shall pay all charges for PIC and LPIC changes at the rates set forth in the Pricing Schedule or, if any such rate is not listed in the Pricing Schedule, then as set forth in the applicable Tariff.

## **6.0 ANCILLARY SERVICES**

- 6.1 E911 Emergency Service: The terms and conditions for the provision of AT&T-21STATE 911 services are contained in Attachment 911/E911.
- 6.2 Payphone Services: CLEC may provide certain local Telecommunications Services to Payphone Service Providers (PSPs) for PSPs' use in providing payphone service. Rates for Payphone Services are established under the provisions of Section 276 of the Federal Telecommunications Act of 1996 and are not eligible for the Resale Discount unless required by State Commission order(s). However, given certain billing system limitations, the Resale Discount may be applied to Payphone Services, unless and until AT&T-21STATE is able to modify its billing system, AT&T-21STATE may issue true-up bills in accordance with the provisions set forth in the General Terms and Conditions.

## **7.0 SUSPENSION OF SERVICE**

- 7.1 See applicable Tariff(s) for rates, terms and conditions regarding Suspension of Service.
- 7.2 AT&T-21STATE will offer Suspension of Service to CLEC for CLEC initiated suspension of service of the CLEC's End Users. This service is not considered a Telecommunications Service and will receive no Resale Discount.

## PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEAL2	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEAL2	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEAL2	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 1 [DISCONNECT]	UEANL	UEASL	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 2 [DISCONNECT]	UEANL	UEASL	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1-Zone 3 [DISCONNECT]	UEANL	UEASL	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

## PRICING SHEETS

AL	UNBUNDLED EXCHANGE ACCESS	2-Wire Unbundled Copper Loop - Non-Designed Zone	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
AL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	UEA	URESP	
AL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
AL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
AL	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
AL	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
AL	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	



## PRICING SHEETS

AL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet (per DS0)	NTCVG	URESP	
AL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2

## PRICING SHEETS

AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES L	
AL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES P	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
AL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
AL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	

## PRICING SHEETS

AL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
AL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
AL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

## PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordination for UVL-SL1s (per loop)	UEANL	UEAMC	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	

## PRICING SHEETS

FL	UNBUNDLED EXCHANGE ACCESS	2-Wire Unbundled Copper Loop - Non-Designed Zone	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Unbundled Copper Loop - Non-Designed Zone 1 [DISCONNECT]	UEQ	UEQ2X	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 2 [DISCONNECT]	UEQ	UEQ2X	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3 [DISCONNECT]	UEQ	UEQ2X	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic 1st Half Hour	UEQ	URET1	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
FL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire UCL-ND [DISCONNECT]	UEQ	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
FL	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
FL	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
FL	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
FL	UNBUNDLED EXCHANGE ACCESS	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	

## PRICING SHEETS

FL	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
FL	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2

## PRICING SHEETS

FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES L	
FL	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URES P	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
FL	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
FL	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2

## PRICING SHEETS

FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
FL	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
FL	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	



## PRICING SHEETS

State	Product	Rate Element Description	COS (Class of Service)	USOC	Zone
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEAL2	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEAL2	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEAL2	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 1 [DISCONNECT]	UEANL	UEASL	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 2 [DISCONNECT]	UEANL	UEASL	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Service Level 1- Zone 3 [DISCONNECT]	UEANL	UEASL	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Loop Testing - Basic Additional Half Hour	UEANL	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordiantion for UVL-SL1s (per loop)	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Manual Order Coordiantion for UVL-SL1s (per loop) [DISCONNECT]	UEANL	UEAMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Order Coordination for Specified Conversion Time for UVL-SL1 (per LSR)	UEANL	OCOSL	
GA	UNBUNDLED EXCHANGE ACCESS	Bulk Migration, per 2 Wire Voice Loop-SL1	UEANL	UREPN	

## PRICING SHEETS

GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL1 [DISCONNECT]	UEANL	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL1	UEANL	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 1	UEQ	UEQ2X	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop Non-Designed- Zone 2	UEQ	UEQ2X	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Non-Designed - Zone 3	UEQ	UEQ2X	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Tag Loop at End User Premise	UEQ	URETL	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Basic 1st Half Hour	UEQ	URET1	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Loop Testing - Basic Additional Half Hour	UEQ	URETA	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Manual Order Coordination 2 Wire Unbundled Copper Loop - Non-Designed (per loop)	UEQ	USBMC	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2 Wire Unbundled Copper Loop - Bulk Migration, per 2 Wire Voice Loop-SL1	UEQ	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire UCL-ND	UEQ	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESР	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration, per 2 Wire Voice Loop-SL2	UEA	UREPN	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	Bulk Migration Order Coordination, per 2 Wire Voice Loop-SL2	UEA	UREPM	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	UEA	UEAL4	1
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	UEA	UEAL4	2
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	UEA	UEAL4	3
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	UEA	URES�	
GA	UNBUNDLED EXCHANGE ACCESS LOOP	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	UEA	URESР	

## PRICING SHEETS

GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAL2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAL2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Loop or Ground Start Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAL2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1	NTCVG	UEAR2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 1 [DISCONNECT]	NTCVG	UEAR2	1
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 2 [DISCONNECT]	NTCVG	UEAR2	2
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Service Level 2 w/Reverse Battery Signaling - Zone 3 [DISCONNECT]	NTCVG	UEAR2	3
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESP	
GA	UNE LOOP COMMINGLING	2-Wire Analog Voice Grade Loop - Loop Tagging - Service Level 2 (SL2)	NTCVG	URETL	
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 1 [DISCONNECT]	NTCVG	UEAL4	1
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 2 [DISCONNECT]	NTCVG	UEAL4	2
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3	NTCVG	UEAL4	3

## PRICING SHEETS

GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Zone 3 [DISCONNECT]	NTCVG	UEAL4	3
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Single LSR, (per DS0)	NTCVG	URES�	
GA	UNE LOOP COMMINGLING	4-Wire Analog Voice Grade Loop - Switch-As-Is Conversion rate per UNE Loop, Spreadsheet, (per DS0)	NTCVG	URESР	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - per mile	U1TD1	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS1 - Facility Termination [DISCONNECT]	U1TD1	U1TF1	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - per mile	U1TD3	1L5XX	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination	U1TD3	U1TF3	
GA	UNBUNDLED DEDICATED TRANSPORT	Interoffice Channel - DS3 - Facility Termination [DISCONNECT]	U1TD3	U1TF3	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone - DS3 Unbundled Local Loop - per mile	UE3	1L5ND	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination	UE3	UE3PX	
GA	HIGH CAPACITY UNBUNDLED LOCAL LOOP	Stand Alone -DS3 Unbundled Local Loop - Facility Termination [DISCONNECT]	UE3	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 1 [DISCONNECT]	UNCVX	UEAL4	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 2 [DISCONNECT]	UNCVX	UEAL4	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire Analog Voice Grade Loop in Combination - Zone 3 [DISCONNECT]	UNCVX	UEAL4	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1	UNC1X	USLXX	1
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 1 [DISCONNECT]	UNC1X	USLXX	1

## PRICING SHEETS

GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 2 [DISCONNECT]	UNC1X	USLXX	2
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	4-Wire DS1 Digital Loop in Combination - Zone 3 [DISCONNECT]	UNC1X	USLXX	3
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - per mile	UNC3X	1L5ND	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	DS3 Local Loop in combination - Facility Termination [DISCONNECT]	UNC3X	UE3PX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 - per mile	UNC1X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS1 Facility Termination [DISCONNECT]	UNC1X	U1TF1	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - per mile	UNC3X	1L5XX	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination	UNC3X	U1TF3	
GA	ENHANCED EXTENDED LINK (EELs)	Interoffice Channel in combination - DS3 - Facility Termination [DISCONNECT]	UNC3X	U1TF3	
GA	ADDITIONAL NETWORK ELEMENTS	Service Rearrangements - NRC - Order Coordination Specific Time - Dedicated Transport	UNC1X, UNC3X	OCOSR	

**Exhibit B**

<b>AT&amp;T ILEC (“AT&amp;T”)</b>	<b>CARRIER Legal Name</b>	<b>Contract Type</b>	<b>Approval Date</b>
Bellsouth Telecommunications, LLC d/b/a AT&T ALABAMA	Bright House Networks Information Services (Alabama), LLC	Interconnection	8/14/2007
Bellsouth Telecommunications, LLC d/b/a AT&T FLORIDA	Bright House Networks Information Services (Florida), LLC	Interconnection	2/6/2007
Bellsouth Telecommunications, LLC d/b/a AT&T GEORGIA	Bright House Networks Information Services (Alabama), LLC	Interconnection	8/08/2008