relevant State Commissions (including South Carolina)--contains a provision that directs the actions that the parties must take if a rate provision of the agreement is in dispute:

> Except as otherwise stated in this Agreement, the parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the parties will initially refer the issue to the individuals in each company that negotiated the Agreement. If the issue is not resolved within 30 days, either party may petition the Commission for a resolution of the dispute.[89]

On cross-examination in Florida, BellSouth witness Varner admitted that the issue of mutual compensation for local calls to ISPs is currently in dispute, and is the subject of two separate proceedings before this Commission.[90] This issue is also the subject of complaints filed by CLECs before several State public utility commissions. It is therefore beyond debate that the matter of mutual compensation for ISP traffic is "in dispute," and that under the terms of the interconnection agreement, BellSouth is prohibited from taking unilateral action, but is required to petition the relevant State commission(s) to resolve the matter. Rather than exercise this provision of the interconnection agreement, however, BellSouth has chosen unilaterally to withhold payments for mutual compensation owed to Intermedia, in violation of its contractual and statutory obligations. Thus, BellSouth is refusing to act in accordance with the terms of its interconnection agreement with Intermedia, and is therefore in violation of item (i) of the Competitive Checklist.[91]

---

89 Intermedia-BellSouth Interconnection Agreement, at 27.

90 Varner Testimony, Florida Hearing Transcript, at 341.

91 Intermedia notes that BellSouth has the ability to remedy this situation simply by paying the full amount of mutual compensation for the terminating local (continued...)

V. BELLSOUTH HAS NOT DEMONSTRATED PARITY OF ACCESS THROUGH READILY ASCERTAINABLE AND VERIFIABLE PERFORMANCE STANDARDS.

Paper promises or promises of future compliance are simply inadequate to ensure BellSouth's adherence to its obligations under the 1996 Act. It is critical, therefore, that there exists a mechanism through which the Commission can determine BellSouth's compliance with its obligations, including demonstration of parity of access to OSS. To date, BellSouth has not provided verifiable and ascertainable performance data to permit an informed performance analysis. More specifically, BellSouth has not provided Intermedia with the kind of data and measurement criteria that it needs to determine whether Intermedia is being provided parity of OSS access. For example, in several State Section 271 proceedings, BellSouth witnesses have acknowledged that BellSouth does not have specific performance measurements for the following items: (1) interim number portability cut over duration , (2) average installation interval for resale, (3) average installation interval for loops, (4) percentage of orders that require manual intervention, (5) average installation interval for unbundled local switching, (6) percentage orders rejected as percentage of total

---

[91](...continued)
ISP traffic, and asking the relevant State commission to resolve the matter. In so doing, BellSouth could exercise its rights under the interconnection agreement, while pursuing a full refund of the disputed amounts before the relevant State commission. Under such an approach, no dispute would exist over whether BellSouth was meeting its interconnection and mutual compensation obligations under the 1996 Act, and this matter would have no bearing on BellSouth's attempts to obtain in-region, interLATA relief under Section 271. Rather than take this approach, however, BellSouth has chosen unilateral action that forces the Commission to consider the mutual compensation issue in the instant proceeding, and compels rejection of the BellSouth application.

CLEC orders placed, (7) BellSouth system downtime, (8) completion notification timeliness, (9) timeliness of BellSouth sending Firm Order Confirmations to CLECs, and (10) average installation intervals for purchase of combination of unbundled network elements.[92]

To ensure that parity of access exists, BellSouth must comply with performance standards and provide reporting for various measurements, including query failure rates, speed of answer by support center, speed of inquiry closure, response interval of successful queries, acknowledgment of orders, provision of firm order confirmation, and provisioning of unbundled network elements, among other things. Similarly, BellSouth would need to provide reports giving performance results on a regular basis with sufficient historical data to allow comparison.

Finally, BellSouth must provide performance standards relating not only to traditional voice services, but to other advanced data services provided by BellSouth as well. While traditional performance standards are helpful, standards that focus on data services are particularly helpful to Intermedia and other CLECs that provide primarily data-oriented services. Intermedia proposes that the Commission adopt, as a starting point, the standards proposed by the Local Competition User Group ("LCUG"), which are consistent with the standards proposed by other parties in several State Section 271 proceedings.[93]

---

92 See Florida Hearing Transcripts, at 1549, 1560, 1561-1562, 1564-1565, 1567, 1584.

93 Intermedia notes that the BellSouth consultant that evaluated the LCSC also used similar standards to measure the effectiveness of the LCSC operations.

VI. BELLSOUTH'S ENTRY INTO THE IN-REGION, INTERLATA MARKET IN SOUTH CAROLINA AT THIS TIME IS NOT IN THE PUBLIC INTEREST.

Section 271(d)(3) of the 1996 Act provides that the Commission may not approve a Section 271 application unless, among other things, the requested authorization is consistent with the public interest, convenience, and necessity.[94] In the *Ameritech-Michigan Order*, the Commission explicitly rejected the view that its responsibility to evaluate public interest concerns is limited narrowly to assessing whether a BOC entry would enhance competition in the long distance market.[95] Rather, the Commission stated that its public interest inquiry must be a broader one. Consequently, the Commission concluded that its public interest analysis must include an assessment of whether all "procompetitive entry strategies are available to new [local exchange] entrants."[96] Additionally, the Commission stated that its public interest analysis will include an assessment of the effect of BOC entry on competition in the long distance market.[97] Moreover, the Commission emphasized that it must consider whether conditions are such that the local market will remain open as part of the public interest analysis.[98] In making its public interest assessment, the Commission concluded that, while compliance with the Competitive Checklist is necessary to provide

---

94 47 U.S.C. § 271(d)(3)(C).

95 *Ameritech-Michigan Order*, at ¶ 386..

96 *Ameritech-Michigan Order*, at ¶ 387.

97 *Ameritech-Michigan Order*, at ¶ 388.

98 *Ameritech-Michigan Order*, at ¶ 390.

certain minimum requirements necessary for competition,[99] such compliance alone is insufficient to open a BOC's local telecommunications markets to competition.[100]

BellSouth's entry into the South Carolina in-region interLATA market at this time is not in the public interest for several reasons. First, as discussed at length above, BellSouth has not met--and cannot meet-- its burden of proving that it is providing interconnection, unbundled network elements, and resale in a way that meets all of the Competitive Checklist items, as required by Section 271(c)(2)(B) of the 1996 Act. Indeed, the demonstrated failure of BellSouth to provide efficient and nondiscriminatory access to its operations support systems alone compels a finding that BellSouth fails to meet the standards of Section 271.

Finally, BellSouth has not agreed to performance monitoring. The Commission has concluded that evidence that a BOC has agreed to performance monitoring would be probative evidence that a BOC will continue to cooperate with new entrants, even after it is authorized to provide in-region, interLATA services.[101] Without performance standards, there is no reliable mechanism by which to gauge BellSouth's compliance with its obligation to provide access and interconnection to CLECs in a nondiscriminatory manner. Similarly, as the Commission has found, performance monitoring establishes a benchmark against which new entrants and regulators can measure BellSouth's performance over time to

---

99 *Ameritech-Michigan Order*, at ¶ 390.

100 *Ameritech-Michigan Order*, at ¶ 389.

101 *Ameritech-Michigan Order*, at ¶ 393.

detect and correct any degradation of service once it is authorized to enter the in-region interLATA market.[102]

VII. CONCLUSION

BellSouth is not eligible to seek in-region, interLATA authority in South Carolina under either Section 271(c)(1)(A) or Section 271(c)(1)(B). BellSouth's application before the Commission must be denied on that basis alone. Even if BellSouth is allowed to proceed under Section 271(c)(1)(B), BellSouth's application must fail because its SGATC is fatally flawed. Moreover, regardless of the track under which BellSouth chooses to proceed, BellSouth's application must be denied because BellSouth does not meet each and every requirement of the Competitive Checklist. Finally, BellSouth's entry into the South Carolina in-region, interLATA market at this time is not in the public interest.

---

102 *Ameritech-Michigan Order*, at ¶ 393.

WHEREFORE, for all the foregoing reasons, Intermedia Communications Inc. respectfully prays that the Commission reject BellSouth's application to provide in-region, interLATA authority in South Carolina.

Respectfully submitted,

INTERMEDIA COMMUNICATIONS INC.

By: _____

Jonathan E. Canis
Enrico Soriano
KELLEY DRYE & WARREN, LLP
1200 19th Street, N.W.
Suite 500
Washington, DC 20036
202-955-9600
202-955-9792 (facsimile)

Its Attorneys

October 20, 1997

AFFIDAVIT

County of)
)
State of)

I, JULIA STROW, am the Director of Strategic Planning and Industry Policy of Intermedia Communications Inc., and am authorized to make this Affidavit on behalf of said corporation. The statements made in the foregoing comments are true of my own knowledge, except as to those matters which are therein stated on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury that the foregoing is true and correct this 20th day of October, 1997.

Julia Strow

Julia Strow

Subscribed and sworn before me this
20th day of October, 1997.

Henry A. Moshell III

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA

HENRY A. MOSHELL, III
My Comm Exp. 10/02/98
Bonded By Service Ins
No. CC410972
[✓] Personally Known [ ] Other I.D.

DC01/SORIE/51555.41

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc., ("ICI"), a Delaware corporation and shall be deemed effective as of July 1, 1996. This agreement may refer to either BellSouth or ICI or both as a "party" or "parties."

WITNESSETH

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

WHEREAS, ICI is an alternative local exchange telecommunications company ("ALEC" or "OLEC") authorized to provide or is intending to be authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic for the purposes of fulfilling their obligations pursuant to sections 251, 252 and 271 of the Telecommunications Act of 1996 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida;

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

I. Definitions

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

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

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

D. **Local Traffic** is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or a corresponding Extended Area Service ("EAS") exchange. The terms Exchange, and EAS exchanges are defined and specified in Section A3. of BellSouth's General Subscriber Service Tariff.

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

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

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

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

I. **Multiple Exchange Carrier Access Billing ("MECAB")** means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF:), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange

Service access provided by two or more LECs and/or ALECs or by one LEC in two or more states within a single LATA.

II. Purpose

The parties desire to enter into this Agreement consistent with all applicable federal, state and local statutes, rules and regulations in effect as of the date of its execution including, without limitation, the Act at Sections 251, 252 and 271 and to replace any and all other prior agreements, both written and oral, including, without limitation, that certain Stipulation and Agreement dated December 7, 1995, applicable to the state of Florida concerning the terms and conditions of interconnection. The access and interconnection obligations contained herein enable ICI to provide competing telephone exchange service and private line service within the nine state region of BellSouth.

III. Term of the Agreement

A. The term of this Agreement shall be two years, beginning July 1,, 1996.

B. The parties agree that by no later than July 1, 1997, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginningJuly 1, 1998.

C. If, within 135 days of commencing the negotiation referred to in Section II (B) above, the parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either party may petition the commissions to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The parties agree that, in such event, they shall encourage the commissions to issue its order regarding the appropriate local interconnection arrangements no later thanMarch 11997. The parties further agree that in the event the Commission does not issue its order prior to July 1,1998 or if the parties continue beyondJuly 1, 1998 to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the parties. will be effective retroactive to July 1, 1998. Until the revised local interconnection arrangements become effective, the parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

IV. Local Interconnection

A. The delivery of local traffic between the parties shall be reciprocal and compensation will be mutual according to the provisions of this Agreement. The parties agree that the exchange of traffic on BellSouth's EAS routes shall be considered as local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic

Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff.

B. Each party will pay the other for terminating its local traffic on the other's network the local interconnection rates as set forth in Attachment B-1, by this reference incorporated herein. The charges for local interconnection are to billed monthly and payable quarterly after appropriate adjustments pursuant to this Agreement are made. Late payment fees, not to exceed 1% per month after the due date may be assessed, if interconnection charges are not paid, within thirty (30) days of the due date of the quarterly bill.

C. The first six month period after the execution of this Agreement is a testing period in which the parties agree to exchange data and render billing. However, no compensation during this period will be exchanged. If, during the second six month period, the monthly net amount to be billed prior to the cap being applied pursuant to subsection (D) of this section is less than $40,000.00 on a state by state basis, the parties agree that no payment is due. This cap shall be reduced for each of the subsequent six month periods as follows: 2nd period–$40,000.00; 3rd period–$30,000.00; and 4th period–$20,000.00. The cap shall be $0.00 for any period after the expiration of this Agreement but prior to the execution of a new agreement.

D. The parties agree that neither party shall be required to compensate the other for more than 105% of the total billed local interconnection minutes of use of the party with the lower total billed local interconnection minutes of use in the same month on a statewide basis. This cap shall apply to the total billed local interconnection minutes of use measured by the local switching element calculated for each party and any affiliate of the party providing local exchange telecommunications services under the party's certificate of necessity issued by the Commission. Each party will report to the other a Percentage Local Usage ("PLU") and the application of the PLU will determine the amount of local minutes to be billed to the other party. Until such time as actual usage data is available or at the expiration of the first year after the execution of this Agreement, the parties agree to utilize a mutually acceptable surrogate for the PLU factor. The calculations , including examples of the calculation of the cap between the parties will be pursuant to the procedures set out in Attachment A, incorporated herein by this reference. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, the parties shall update their PLU.

E. The parties agree that there are three appropriate methods of interconnecting facilities: (1) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other party. Rates and charges for collocation are set forth in Attachment C-13, incorporated herein by this reference. Facilities may be purchased at rates, terms and conditions set forth in BellSouth's intrastate Switched Access (Section E6) or Special Access (Section E7)

services tariff or as contained in Attachment B-1 for local interconnection, incorporated herein by this reference.

F. The parties agree to accept and provide any of the preceding methods of interconnection. Reciprocal connectivity shall be established at each and every BellSouth access tandem within the local calling area ICI desires to serve for interconnection to those end offices that subtend the access tandem or may elect to interconnect directly at the end offices for interconnection to end users served by that end office. BellSouth will connect at each end office or tandem inside that local calling area. Such interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to BellCore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. The parties agree that their facilities shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling party number ID when technically feasible. The parties further agree that in the event a party interconnects via the purchase of facilities and/or services from the other party, the appropriate intrastate access tariff, as amended from time to time will apply.

G. Nothing herein shall prevent ICI from utilizing existing collocation facilities, purchased from the interexchange tariffs, for local interconnection; provided, however, that if ICI orders new facilities for interconnection or rearranges any facilities presently used for its alternate access business in order to use such facilities for local interconnection hereunder and a BellSouth charge is applicable thereto, BellSouth shall only charge ICI the lower of the interstate or intrastate tariffed rate or promotional rate.

H. The parties agree to establish trunk groups from the interconnecting facilities of subsection (E) of this section such that each party provides a reciprocal of each trunk group established by the other party. Notwithstanding the foregoing, each party may construct its network, including the interconnecting facilities, to achieve optimum cost effectiveness and network efficiency. The parties agree that either no charges will be assessed or reciprocal charges will be assessed for network to network interfaces where the parties are certified as providers of local exchange services. BellSouth's treatment of ICI as to said charges shall be consistent with BellSouth treatment of other local exchange carriers for the same charges.

I. Whenever BellSouth delivers traffic to ICI for termination on ICI's network, if BellSouth cannot determine because of the manner in which ICI has utilized its NXX codes whether the traffic is local or toll BellSouth will not compensate ICI pursuant to this section but will, instead, charge ICI originating intrastate network access service charges as reflected in BellSouth's intrastate Access Service Tariff. Notwithstanding the foregoing, BellSouth will make the appropriate billing adjustments if

ICI can provide sufficient information for BellSouth to make a determination as to whether said traffic was local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ICI cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to the parties.

J. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) an ALEC other than ICI; (2) a local exchange telecommunications company other than BellSouth ("ICO"); or (3) another telecommunications company such as a wireless telecommunications service provider, the parties agree that compensation shall be on the basis of mutual traffic exchange. The parties agree that any billing to the ICO or other telecommunications company under this section shall be pursuant to subsection (L) of this section.

K. When the parties provides an access service connection between an interexchange carrier ("IXC") and each other, each party will provide their own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the intermediary tandem function.

L. The parties agree to adopt MECAB as the terms and conditions for meet point billing for all traffic to which MECAB applies, including traffic terminating to ported numbers, and to employ 30 day billing periods for said arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. The parties agree that there will be technical, administrative, and implementation issues associated with achieving the intent of this subsection. As such, the parties further agree to work cooperatively toward achieving the intent of this provision within nine months of the effective date of this Agreement.

M. The ordering and provision of all services purchased from BellSouth by ICI shall be as set forth in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based) as those guidelines are amended by BellSouth from time to time during the term of this Agreement.

V. IntraLATA and InterLATA Toll Traffic Interconnection

A. The delivery of intrastate toll traffic by a party to the other party shall be reciprocal and compensation will be mutual. For terminating its toll traffic on the other party's network, each party will pay BellSouth's intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate

elements of the switched access rate. The parties agree that their terminating switched access rates may change during the term of this Agreement and that the appropriate rate shall be the rate in effect when the traffic is terminated.

B. For originating and terminating intrastate toll traffic, each party shall pay the other BellSouth's intrastate switched network access service rate elements on a per minute of use basis. Said rate elements shall be as set out in BellSouth's Intrastate Access Services Tariff as that Tariff is amended from time to time during the term of this Agreement. The appropriate charges will be determined by the routing of the call. If ICI is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ICI as an interexchange carrier on a 10XXX basis, BellSouth will charge ICI the appropriate tariff charges for originating network access services. If BellSouth is serving as the ICI end user's presubscribed interexchange carrier or if the ICI end user uses BellSouth as an interexchange carrier on a 10XXX basis, ICI will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

C. The parties agree that to the extent ICI provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end office outside the local calling area.

D. Each party agrees to compensate the other, pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.

E. Each party will provide to the other party the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a feeof $0.013 per record.

F. If during the term of this Agreement, either party provides interLATA 800 services, it will compensate the other for the origination of such traffic pursuant to subsection A, above. Each party shall provide the appropriate records for billing pursuant to subsection B, above.

G. Should ICI require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. ICI shall utilize SS7 Signaling links, ports and usage as set forth in Attachment C-7, incorporated herein by this reference. ICI will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SSP equipped end office or access tandem providing an IXC identification function and delivery of call to the IXC based on the dialed ten digit number. The rates and charges for said service shall be as set forth in BellSouth's Intrastate Access Services Tariff as said tariff is amended from time to time during the term of this Agreement.

VI. Service Provider Number Portability

A. Service Provider Number Portability (SPNP) is an interim service arrangement provided by each party to the other whereby an end user, who switches subscription of his local exchange service from BellSouth to ICI, or vice versa, is permitted to retain use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number. SPNP services are available in two arrangements, SPNP-Remote and SPNP-DID. Notwithstanding the foregoing, SPNP is not available when the end user's existing account has been denied or disconnected for nonpayment and an outstanding balance remains unpaid.

B. SPNP services and facilities will only be provided, where technically feasible, subject to the availability of facilities and may only be furnished from properly equipped central offices. SS7 Signaling is required for the provision of SPNP services. SPNP is available from either party on either a per DS0, DS1 or DS3 basis. Where SPNP-DID is provided on a DS1 or a DS3 basis, applicable channelization rates as specified in Attachment C-16, incorporated herein by this reference. SPNP is available only for basic local exchange service. Section E6.8.1.H of the BellSouth intrastate Switched Access tariff, as said tariff is amended from time to time during the term of this Agreement.

C. SPNP is available only where ICI or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular ICI assigned telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or ICI initiated activity (e.g. a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.

D. SPNP-Remote is a telecommunications service whereby a call dialed to an SPNP-Remote equipped telephone number, is automatically forwarded to an assigned seven or ten digit telephone number within the local calling area as defined in Section A3 of the BellSouth General Subscriber Service Tariff. The forwarded-to number is specified by ICI or BellSouth, as appropriate. Where technologically feasible, the forwarding party will provide identification of the originating telephone number, via SS7 signaling, to the receiving party. Neither party guarantees, however, identification of the originating telephone number to the SPNP-Remote end user. SPNP-Remote provides a single call path for the forwarding of no more than one simultaneous call to the receiving party's specified forwarded-to number. Additional call

E. SPNP-DID service provides trunk side access to end office switches for direct inward dialing to other company's premises equipment from the

telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination, provided with SS7 Signaling only, charge applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Section E6 of BellSouth's intrastate Access Services tariff, as said Tariff is amended from time to time during the term of this Agreement. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the POI using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of 2 channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering party is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer dialed sent paid calls will be completed to the first number of a SPNP-DID number group, however there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the party's terminal location are as set forth in E6.1.3.A. of BellSouth's intrastate Access Services tariff, as amended from time to time during the term of this Agreement.

F. SPNP services will be provided at the charges contained in Attachment B-3 for SPNP-RCF and Attachment B-4 for SPNP-DID. Both Attachments are incorporated herein by this reference.

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

H. Each party is responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each party is responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each party is responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and is required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and is solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other party or any of its end users. In the event that either party determines in its sole judgment that the other party will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that party may either refuse to provide SPNP service or terminate SPNP to the other party.

I. Each party is responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either party chooses to disconnect or terminate any SPNP service, that party is responsible for designating the preferred standard type of announcement to be provided.

J. Each party will be the other's party's single point of contact for all repair calls on behalf of each party's end user. Each party reserves the right to contact the other party's customers, if deemed necessary, for maintenance purposes.

K. Neither party is responsible for adverse effects on any service, facility or equipment for the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics can not be specified by either party for such calls. Neither party is responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other party obsolete or renders necessary modification of the other party's equipment.

L. For that terminating IXC traffic ported to either party which requires use of either party's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the transport, and the other party will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other party to bill the IXCs directly for terminating access to ported numbers, then the parties agree to work cooperatively to develop a surrogate method to approximate the access minutes, and a settlement process to recover those access revenues due it as a co-

provider of access services to IXCs. During the interim, while the surrogate is being developed, the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other party . If a toll intraLATA call is delivered, the delivering party will pay terminating access rates to the other party . This subsection does not apply in cases where SPNP-DID is utilized for number portability.

M. If either party has direct connections to the IXCs for the termination of all interLATA traffic and it is only through the use of SPNP services that the tandem is being utilized and the tandem provider receives network access service revenues from the terminating IXC, the other party will bill the network access charges for the terminating facilities used for that interLATA traffic. This circumstance may also arise where an intraLATA toll call from one party's customer is sent to a number that is, in turn, forwarded through the use of SPNP services to the other party's customer. If so, terminating party will bill the other party the network access charges for the terminating facilities used for that intraLATA toll traffic.

N. If during the term of this Agreement, the Federal Communications Commission issues regulations pursuant to 47 U.S.C. §251 to require number portability different than that provided pursuant to this subsection, the parties agree to fully comply with those regulations.

VII. Provision of Unbundled Elements

A. BellSouth will offer an unbundled local loop to ICI at the current rates as set forth in Attachment C-15, incorporated herein by this reference. Special construction charges, if applicable, will be as set forth in BellSouth's Intrastate Special Access Tariff as said tariff is amended from time to time during the term of this Agreement. BellSouth will also offer, as a new service loop concentration as set forth in Attachment C-16, incorporated herein by this reference. The parties agree that loop concentration service as offered above is not an unbundled element.

B. BellSouth will offer to ICI unbundled loop channelization system service which provides the multiplexing function to convert 96 voice grade loops to DS1 level for connection with ICI's point of interface. Rates are as set forth in Attachment C-16, incorporated herein by this reference.

C. BellSouth will offer to ICI unbundled local transport from the trunk side of its switch at the rates as set forth in Attachment B-1, incorporated herein by this reference.

D. BellSouth will offer to ICI unbundled local switching at the rates as set forth in Attachment C-17, incorporated herein by this reference, for the unbundled exchange service port. .

E. BellSouth shall, upon request of ICI, and to the extent technically feasible, provide to ICI access to its Network Elements for the provision of an ICI telecommunications service. Any request by ICI for access to a BellSouth Network Element that is not already available shall be treated as a Network Element bona fide request. ICI agrees to pay the costs associated with the bona fide request if ICI cancels the request or fails to purchase the service once completed. ICI shall provide BellSouth access to its Network Elements as mutually agreed by the Parties or as required by a state commission or the FCC.

F. A Network Element obtained by one Party from the other Party under this section may be used in combination with the facilities of the requesting Party only to provide a telecommunications service, including obtaining billing and collection, transmission, and routing of the telecommunications service.

VIII. Access To Poles, Ducts, Conduits, and Rights of Way

BellSouth agrees to provide to ICI, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth.

IX. Access to 911/E911 Emergency Network

A. For basic 911 service, BellSouth will provide to ICI a list consisting of each municipality in each state that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ICI will arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ICI will route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ICI shall discontinue the Basic 911 procedures and begin the E911 procedures, set forth in subsection (B), below.

B. For E911 service, ICI shall install a minimum of two dedicated trunks originating from ICI's serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at minimum, DS0 level trunks configured either as a 2 wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA type signaling with multifrequency (MF) pulsing that will deliver automatic number identification (ANI) with the voice portion of the call. If the

user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ICI will provide BellSouth daily updates to the E911 database.

C. If a municipality has converted to E911 service, ICI will forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ICI will alternatively route the call to a designated 7-digit local number residing in the appropriate PSAP. This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.

D. BellSouth and ICI agree that the practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers, as it is amended from time to time during the term of this Agreement by BellSouth, shall determine the appropriate procedures and practices of the parties as to the provision of 911/E911 Access.

E. The applicable rate elements are as set forth in Attachment C-3, incorporated herein by this reference.

X. Provision of Operator Services

A. The parties agree to mutually provide busy line verification and emergency interrupt services pursuant to each party's published Tariffs as the Tariffs are amended from time to time during the term of this Agreement.

B. BellSouth will offer to ICI Operator Call Processing Access Service; and Directory Assistance Access Services (Number Services). Rates, terms and conditions are set forth in Attachment C-8 for Operator Call Processing Access Service and Attachment C-9 for Directory Assistance Access Services. Both Attachments are incorporated herein by this reference.

C. BellSouth will offer to ICI CMDS Hosting and the Non Sent Paid Report System pursuant to the terms and conditions set forth in Attachment C-11, incorporated herein by this reference.

XI. Directory Listings

A. Subject to exection of an agreement between ICI and BellSouth's affiliate, BellSouth Advertising & Publishing Corporation, ("BAPCO"), substantially in the form set forth in Attachment C-1, (1) listings shall be included in appropriate White Pages or alphabetical directories; (2) ICI's business subscribers' listings shall also be included in appropriate Yellow Pages, or classified directories; and (3) copies of such directories shall be delivered to ICI's subscribers.

B. BellSouth will include ICI's subscriber listings in BellSouth's directory assistance databases and BellSouth will not charge ICI to maintain the Directory Assistance database. The parties agree to cooperate with each other in formulating appropriate procedures regarding lead time, timeliness, format and content of listing information.

C. BellSouth will provide ICI a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ICI will provide BellSouth with its directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format.

D. BellSouth and BAPCO will accord ICI's directory listing information the same level of confidentiality which BellSouth and BAPCO accords its own directory listing information, and BellSouth shall limit access to ICI's customer proprietary confidential directory information to those BellSouth or BAPCO employees who are involved in the preparation of listings.

E. Additional listings and optional listings may be provided by BellSouth at the rates set forth in the General Subscriber Services Tariff as the tariff is amended from time to time during the term of this Agreement.

XII. Access to Telephone Numbers

A. BellSouth, during any period under this Agreement in which it serves as a North American Numbering Plan administrator for its territory, shall ensure that ICI has nondiscriminatory access to telephone numbers for assignment to its telephone exchange service customers. It is mutually agreed that BellSouth shall provide numbering resources pursuant to the BellCore Guidelines Regarding Number Assignment and compliance with those guidelines shall constitute nondiscriminatory access to numbers. ICI agrees that it will complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010. This service will be as set forth in Attachment C-2, incorporated herein by this reference.

B. If during the term of this Agreement BellSouth is no longer the North American Numbering Plan administrator, the parties agree to comply with the guidelines, plan or rules adopted pursuant to 47 U.S.C. § 251(e).

XIII. Access to Signaling and Signaling Databases

A. Each partywill offer to the other party use of its signaling network and signaling databases on an unbundled basis at published tariffed rates. Signaling functionality will be available with both A-link and B-link connectivity.

B. BellSouth agrees to input the NXXs assigned to ICI into the Local Exchange Routing Guide ("LERG").

C. BellSouth will enter ICI line information into its Line Information Database ("LIDB") pursuant to the terms and conditions contained in Attachment C-5, incorporated herein by this reference. Entry of line information into LIDB will enable ICI's end users to participate or not participate in alternate billing arrangements such as collect or third number billed calls.

D. If ICI utilizes BellSouth's 800 database for query purposes only, the rates and charges shall be as set forth in Attachment C-4, incorporated herein by this reference.

XIV. BellSouth's Offer of Services Available for Resale

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

B. ICI may resell the tariffed telecommunications services of BellSouth. including any broadband exchange line or SynchroNet® service, subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for purchase: Grandfathered services; promotional and trial retail service offerings; lifeline and linkup services; contract service arrangements; installment billing options; 911 and E911 services; interconnection services for mobile service providers; legislatively or administratively mandated specialized discounts (e.g. education institutions discount); and discounted services to meet competitive situations. BellSouth agrees that ICI may resell the broadband exchange line or Synchronet service as provided by BellSouth in any technically feasible manner alone or in conjunction with its own service offering.

C. The provision of services by BellSouth to ICI does not constitute a joint undertaking for the furnishing of any service.

D. ICI will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ICI for all services.

E. ICI will be BellSouth's single point of contact for all services purchased pursuant to this Agreement including all ordering activities and repair calls. For all repair requests, ICI accepts responsibility for adhering to BellSouth's prescreening

guidelines prior to referring the trouble to BellSouth. BellSouth may bill ICI for handling troubles that are found not to be in the BellSouth network. The parties agree that BellSouth may contact ICI's customers, if in its sole discretion it deems necessary for maintenance purposes. BellSouth shall have no other contact with the end user except to the extent provided for herein.

F. BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. BellSouth maintains the right to serve directly any end user within the service area of ICI and ALEC agrees not to interfere with the right of any end user to obtain service directly from BellSouth. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ICI

G. In most circumstances, the current telephone number of an end user may be retained by the end user unless the end user has past due charges associated with the BellSouth account for which payment arrangements have not been made. BellSouth will not, however, make the end user's previous telephone number available to ICI until the end user's outstanding balance has been paid. Denied service means that the service of an end user provided by a local exchange telecommunications company, including BellSouth has been temporally suspended for nonpayment and subject to complete disconnection.

H. BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ICI for a charge not less than BellSouth's cost.

I. The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

1. Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;

2. Cause damage to their plant;

3. Impair the privacy of any communications; or

4. Create hazards to any employees or the public.

ICI assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by ICI.