XIII. Reciprocal Compensation (47 U.S.C. §252(d)(2) and §271(c)(2)(B)(xiii))

BellSouth provides reciprocal compensation under the following terms:

A. Mutual and Reciprocal Cost Recovery. BellSouth provides for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and CLP networks. BellSouth's charges for transport and termination of calls on its network are set out in Attachment A.

XIV. BellSouth Retail Services Available for Resale (47 U.S.C. §§ 251(b)(1), 251(c)(4), 252(d)(3) and 271(c)(2)(B)(xiv))

BellSouth provides retail telecommunications services for resale by CLPs under the following terms:

A. Retail Services. Retail telecommunications services ("retail services") are telecommunications services that BellSouth provides at retail to subscribers that are not telecommunications carriers.

B. Discounts. Retail services are available at discounts as ordered by the Commission. Discounts are set out in Attachment H. Discounts apply to intrastate tariffed service prices except that, pursuant to Commission directive, discounts do not apply to the following services:

1. Contract Service Arrangements. BellSouth's contract service arrangements entered into before April 15, 1997 are available for resale only at the same rates, terms and conditions offered to the BellSouth end user. Contract service arrangements entered into after that date are available for discounted resale.

2. Promotions. Retail promotions offered for ninety (90) days or less will not be discounted. Promotions of more than ninety (90) days will be made available for resale at the promotional rate minus the applicable wholesale discount.

Discounts are not applicable to non-tariffed services or products, taxes or other pass-through charges such as the federal subscriber line charge and similar charges not included in intrastate tariffs.

C. Compliance with Tariff Conditions. Retail services must be resold in compliance with the applicable terms and conditions of the service offering that are contained in BellSouth's existing retail tariffs. Thus, for example, cross-class selling is prohibited. Pursuant to the Commission's orders, the following specific services must be resold as described below:

1. Grandfathered Services. Grandfathered services are available for resale. These services may only be offered to subscribers who have already been grandfathered. These services may not be resold to a different group(s) or a new group(s) of subscribers.

2. LinkUp/Lifeline Services. LinkUp/Lifeline services are available for resale. These services may be resold only to subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.

3. Contract Service Arrangements. Contract service arrangements may only be resold to the specific BellSouth end user to whom the arrangement is applicable.

D. Quality of Resale Services. The services and service provisioning that BellSouth provides CLPs for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide CLPs the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide resellers with pre-service ordering, service ordering, service trouble reporting and repair, and daily usage data functionality that will enable a reseller to provide equivalent levels of customer service to its local exchange customers as BellSouth provides to its own end users. Performance measures are available as set out in Attachment I. See Section XVI. below.

E. Resale in Compliance with Telecommunications Act. Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.

F. BellSouth Interaction with CLP Customers. When interacting with CLP resale customers on behalf of a CLP, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of CLP customers with BellSouth customers. BellSouth will use generic leave behind cards with CLP customers at no charge.

G. Transfer of BellSouth Customers. BellSouth will implement CLP requests to disconnect the service of a BellSouth end user and transfer that customer's service to the CLP. BellSouth will also implement requests directly from an end user for conversion of service from BellSouth to a CLP or from one CLP to another. BellSouth will notify affected CLPs that it has implemented such requests. In the case of a customer terminating service from a CLP, BellSouth will notify the CLP within twenty-four (24) hours. BellSouth will not require end user confirmation prior to transferring an end user's service. A CLP must, however, provide proof of authorization upon request.

H. Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service

provider as requested by the end user and will assess the party responsible for initiating the change a Change Charge of $19.41 per line or trunk for Residence or Business. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the party responsible for the unauthorized change.

I. Primary Interexchange Carrier Selection. BellSouth will implement requests to change CLP end user's choice of a primary interexchange carrier.

J. Notice of Changes Affecting Resold Services. BellSouth provides CLPs reselling BellSouth retail services with thirty (30) days notice of changes to resold services or notice concurrent with BellSouth's internal notificaion process, whichever is earlier.

K. Customer of Record. The CLP will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Statement, BellSouth will take orders from, bill and expect payment from the CLP for all services.

L. Single Point of Contact. The CLP will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, the CLP must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill the CLP for troubles that are found not to be in the BellSouth network. BellSouth will have no other contact with CLP end users, except as provided herein.

M. Detailed Guidelines for Ordering, Provisioning and Billing. Detailed guidelines for ordering, provisioning and billing of resold services are contained in the Resale Ordering Guide. See Section XV.

N. Resale of Transmitted Telephone Number Information. Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

O. Maintenance of BellSouth Facilities and Equipment. BellSouth facilities and equipment used to provide CLP-resold services will be maintained by BellSouth. A CLP or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth.

P. Billing and Collection. This Statement does not provide for billing and collection services. CLP requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

Q. Discontinuing CLP End User Service. BellSouth will discontinue service provided to CLP resale end user customers as follows:

1. Where possible, BellSouth will deny service to a CLP's end user on behalf of, and at the request of, the CLP. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of the CLP.

2. At the request of a CLP, BellSouth will disconnect a CLP end user customer.

3. CLP requests for denial or disconnection of an end user for nonpayment must be in writing.

4. A CLP is solely responsible for notifying the end user of the proposed service disconnection.

5. BellSouth will continue to process calls made to the Annoyance Call Center and will advise a CLP when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by the CLP and/or the end user against any claim, loss or damage arising from providing this information to the CLP. It is the responsibility of the CLP to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

R. Discontinuing Service to a CLP. The procedures for discontinuing service to a CLP are as follows:

1. BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by a CLP of the rules and regulations contained in BellSouth's tariffs.

2. If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to the CLP that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and the CLP's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.

3. If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.

4. If the CLP fails to comply with the provisions of this Statement, including any payments to be made by it on the dates and times specified, BellSouth may, on thirty days written notice to the person designated by the CLP to receive notices of noncompliance, discontinue the provision of existing services to the CLP at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and the CLP's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to the CLP without further notice.

5. If payment is not received or arrangements made for payment by the date given in the written notification, the CLP's services will be discontinued. Upon discontinuance of service on a CLP's account, service to the CLP's end users will be denied. BellSouth will reestablish service at the request of the end user or the CLP upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures.

6. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

S. Deposits. BellSouth may require a CLP to make a deposit when purchasing services for resale purposes to be held by BellSouth as a guarantee of the payment of rates and charges. Any such deposit may be held during the continuance of the service and may not exceed two month's estimated billing. The fact that a deposit has been made in no way relieves the CLP from the prompt payment of bills on presentation, nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth. In the event that a CLP defaults on its account, service to the CLP will be terminated and any deposits held will be applied to its account. In the case of a cash deposit, interest at the rate of six percent per annum shall be paid to the CLP during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to the CLP by the accrual date.

XV. Ordering Guides and Collocation Handbook

A. Ordering Guides and Collocation Handbook. BellSouth provides detailed administrative information and procedures for ordering facilities and services under this Statement in three separate manuals. The day-to-day administrative information and procedures set out in these manuals are intended to ensure that CLPs understand how to order BellSouth unbundled network elements, resale services and other facilities and services set out in this Statement on a day-to-day basis. The manuals will be up-dated to

conform to CLP needs, systems developments and changes to and improvements in administrative procedures. BellSouth will provide reasonable notice of material changes. Changes to the manuals will not affect BellSouth's commitments, set out in this Statement, to treat CLPs in a non-discriminatory manner. CLPs that wish to fix in place a particular administrative approach set out in a manual may pursue that request under the bona fide request process.

1. Local Interconnection and Facility Based Ordering Guide. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering interconnection and facilities from BellSouth.

2. Resale Ordering Guide. This manual sets out current order forms, ordering procedures and processes, contact names and other information to assist in ordering resale services from BellSouth.

3. Handbook for Collocation. This manual sets out current processes and procedures, contact names and other information to assist in ordering collocation arrangements from BellSouth.

XVI. Performance Measures

A. Performance Measures. BellSouth provides CLPs with various performance measures as set out in Attachment I. Each category includes measures that focus on timeliness, accuracy and quality. These measures provide CLPs information and performance targets that provide one method for CLPs to evaluate BellSouth's performance in delivering unbundled network elements and other facilities and services ordered under this Statement. Attachment I makes performance measures and underlying information reports available in five areas: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, and (5) Account Maintenance.

B. Additional Measures. Additional performance measures and reports may be developed through the bona fide request process described in Attachment B.

XVII. Network Design and Management (47 U.S.C. § 251(c)(5))

A. Network Management and Changes. BellSouth will work cooperatively with a CLP to install and maintain reliable interconnected telecommunications networks, including but not limited to, maintenance contact numbers and escalation procedures. BellSouth agrees to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.

B. Interconnection Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria.

C. Network Management Controls. BellSouth will work cooperatively with a CLP to apply sound network management principles by invoking appropriate network management controls, *e.g.*, call gapping, to alleviate or prevent network congestion.

D. Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to a CLP, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with a CLP on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

E. Network Expansion. For network expansion, BellSouth will review engineering requirements with each CLP on a quarterly basis and establish forecasts for trunk utilization. New trunk groups will be implemented as stated by engineering requirements for both parties.

F. Call Information. BellSouth will provide a CLP with 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 where BellSouth provides recording capabilities. The exchange of information is required to enable each company to bill properly.

XVIII. Taxes

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

B. Taxes and Fees Imposed Directly On Either Seller or Purchaser.

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.

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.

C. Taxes and Fees Imposed on Purchaser But Collected And Remitted By Seller.

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

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 remains 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.

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 therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing party, the purchasing party may contest the same in good faith, at its own expense. In any such contest, the purchasing party shall promptly furnish the providing party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing party and the taxing authority.

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.

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.

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.

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.

D. Taxes and Fees Imposed on Seller But Passed On To Purchaser.

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.

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.

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, the Parties shall consult with respect to the imposition 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.

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.

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.

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 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.

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.

E. 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.

XIX. Auditing Procedures

A. Audits. On thirty (30) days written notice, each company must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and the CLP shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the company 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 auditory paid for by the company requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either company is found to have overstated the PLU by twenty percentage points (20%) or more, that company shall reimburse the auditing company for the cost of the audit.

B. Percentage Interstate Usage. For combined interstate and intrastate CLP traffic terminated by BellSouth over the same facilities, a CLP will be required to provide a projected Percentage Interstate Usage ("PIU")[3] to BellSouth. All jurisdictional report

[3]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 Company 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 company pays services.

requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to the CLP. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.

C. CLP Resale Audit. BellSouth reserves the right to periodically audit services purchased by a CLP for the purposes of resale to confirm that such services are being utilized in conformity with this Statement and BellSouth's tariffs. The CLP will be required to make any and all records available to BellSouth or its auditors on a timely basis. BellSouth shall bear the cost of said audit that shall not occur more than once in a calendar year. If the audit determines that the services are being utilized in violation of this Statement or BellSouth's tariffs, the CLP shall be notified and billing for the service will be immediately changed to conform with this Statement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

XX. Liability and Indemnification

A. BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible CLP revenues.

B. Liability for Acts or Omissions of Third Parties. Neither BellSouth nor a CLP shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Statement.

C. Mutual Limitation of Liability. BellSouth and a CLP shall limit the liability of each other to the customers of the other to the greatest extent permissible by law. Each company is required to include in its local switched service tariff if it files one, or in an appropriate document that is binding on its customers if it does not file a local service tariff, a limitation of liability for damages by its customers that covers each company as a provider of a portion of an end user service to the same extent as each company limits its own liability to its customers.

D. No Liability for Certain Damage. Neither BellSouth nor a CLP shall be liable for damages to the other's terminal location, POI or other company's customers' 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 company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

E. Indemnification for Certain Claims. BellSouth and a CLP providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Statement pertaining to (1) claims for

libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Statement.

F. No liability for Certain Inaccurate Data. Neither BellSouth nor a CLP assumes any liability for the accuracy of data provided by one company to the other and each company agrees to indemnify and hold harmless the other for any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Statement.

XXI. Intellectual Property Rights and Indemnification

A. No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Statement. A CLP is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

B. Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a party shall remain in the exclusive ownership 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.

C. Indemnification. The party providing a service pursuant to this Agreement will defend the party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving party of such service and will indemnify the receiving party for any damages awarded based solely on such claims in accordance with Section 11 of this Agreement.

D. Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes or, in 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, but subject to the limitations of liability set forth below:

(i) modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said party may, (iii) 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.

E. 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.

F. 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.

XXII. Treatment of Proprietary and Confidential Information

A. Confidential Information. It may be necessary for BellSouth and a CLP to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and the CLP shall receive such Information and not disclose such Information. BellSouth and the CLP shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and the CLP with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and the CLP will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

B. Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or the CLP to protect any portion of the Information that is: (1) made publicly available by the owner of the Information or lawfully disclosed by a party

other than BellSouth or the CLP; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving company without an obligation to keep it confidential.

XXIII. Notices

A. Notices in Writing. Every notice, consent, approval, or other communications required or contemplated by this Statement shall be in writing and shall be delivered in person or given by postage prepaid mail to such address as the intended recipient previously shall have designated by written notice to the other party.

B. Certified Mail. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Statement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mail.

PERFORMANCE MEASUREMENT

1. PERFORMANCE MEASUREMENT

1.1 This Attachment sets out certain performance measures BellSouth provides to Competing Local Providers ("CLPs"). CLPs may elect to make use of these measures at their option. CLPs may also elect additional measures and updates as developed and made available by BellSouth. This Attachment includes performance measurements for five (5) categories of Performance: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, e.g., LIDB and (5) Account Maintenance. Each category includes measurements which focus on timeliness, accuracy and quality. BellSouth will provide additional categories of Performance Measurement, additional measures and customization of the measures set out in this Attachment upon CLP request and BellSouth's ability to provide the measure subject to reasonable terms.

1.2 Except as otherwise provided in this Attachment, BellSouth can provide data on a monthly basis in a mutually agreed upon format. This data allows CLPs to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for CLPs. BellSouth can also provide the raw data used to calculate each measurement as reasonably requested. For provisioning and maintenance, separate measurements can be provided as follows:

- POTS/Non-Design
  - Residence - Dispatch Out/Non-Dispatch Out
  - Business - Dispatch Out/Non-Dispatch Out
- UNE - Dispatch Out/Non-Dispatch Out
- Local Interconnection/Trunking
- Specials - Design Only

1.3 CLPs may request performance targets that exceed parity with BellSouth. Such requests may require CLPs to reimburse BellSouth for the reasonable cost BellSouth incurs to provide such performance.

2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

2.1 Desired Due Date: Measures as a percent how often BellSouth is able to meet a CLP's desired due date for provisioning Services, Elements, or Combinations. BellSouth provides a range of intervals, as set out below, that reflect the time it takes to install Services, Elements, or Combinations. BellSouth can measure and provide data on the performance intervals (for each of BellSouth and CLP Customers). BellSouth and CLPs may also jointly develop an individualized audit plan that will provide data to demonstrate that the intervals provided by BellSouth are at parity with those BellSouth provided itself or its end-users.

Service	Interval
INSTALLATION	
Lines/trunks with no premises visit:	
Business	
1-3 lines	≤ 2 business days*
4-15	≤ 4 business days*
Over 15 lines	AS NEGOTIATED
Residential	≤ 2 business days*
Lines/trunks with premises visit:	

* Under normal business conditions

Business	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15	9 business days*
Over 15 lines	AS NEGOTIATED
Residential	4 days*
Business lines/trunks; plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX®/Multi Serv (Centrex)(sm)	
New/To & From	AS NEGOTIATED
New features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED
Unbundled Network Elements	
Business or Residential	The Target Intervals for UNE's as well as for Retail/Resale Products are as set forth in Letters from BST to all CLPs dated 6/1/97 (UNEs) and 6/16/97 (Retail) included herein as Exhibit A and Exhibit B.
FEATURE CHANGES	

* Under normal business conditions

Orders received before 3:00pm	Completed on day of receipt
Orders received after 3:00pm	Completed before 5:00pm next business day
SERVICE DISCONNECTS	
With no premises visits	
Business or Residential	Within 24 hours after receipt of Service Order

2.2 Committed Due Date Met:
Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

N = Total Appointments Met
D = Total Appointments Set

2.3 No Trouble Reported Within 30 Days of Order Completion:
Measures reliability of service provided to CLP customers in first 30 days of service.

Measurement:

POTS: N = All troubles on service installed ≤ 30 days in a calendar month
D = Installations in a calendar month
Note: N and D are not the same order base.

Specials: N = Troubles on service installed ≤ 30 days
D = Installations in a calendar month
Note: N and D are in the same order base.

2.4 Firm Order Confirmation:

Measures the timeliness of receiving a validation that the service ordered will be provisioned.

Measurement:

N = Total Number of FOCs Sent for the segment of each 24 hour period
D = Total Number of FOCs Sent in a 24 hour period

BellSouth collects and measures data in 4 hour segments.

2.5 Notice of Reject or Error Status Within 1 Hour of Receipt (Electronic):

Measures the timeliness of receiving notification that a service order is incorrect and needs to be corrected.

Measurement:

N = Number of Rejects or Error Status Sent in ≤ 1 hour
D = Total Number of Rejects or Error Status Sent

2.6 Service Orders Provisioned As Requested:

(Individualized measures as negotiated.)

3. **MAINTENANCE MEASUREMENTS**

3.1 Time to Restore
Measures average time it takes to restore to service Local Services, Network Elements, or Combinations.

Measurement:

N = Total Duration Time
D = Total Troubles

For Specials and Local Interconnection/Trunking:

N = Responsible Duration Time
D = Total Troubles

CLPs may request that BellSouth measure the time to restore Local Services, Network Elements or Combinations, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment. In addition, CLPs may request BellSouth to provide these measurements delineated in certain hourly intervals. BellSouth is agreeable to meeting requests for hourly intervals as delineated by CLPs, subject to an estimated one-time cost of $20,000.00 and a monthly recurring cost of $500.00. CLPs agree to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

3.2 Repeat Troubles

Measures trouble reports from the same customer in a 30 day period.

N = Total Repeats < 30 days
D = Total Troubles

3.3 Trouble Resolution Notification

BellSouth shall inform CLPs of the restoration of Local Service, Network Element, or Combination after an outage has occurred by means of a telephone call until such time as a mechanized means of notification becomes available.

3.4 CLPs will transmit repair calls to the BellSouth repair bureau by telephone until it is able to make use of the Electronic Interfaces pursuant to Attachment 15. BellSouth shall measure the average length of time it takes for the BellSouth repair bureau attendant to answer the telephone.

3.5 Missed Appointments
Measures when BellSouth misses meeting end user appointments that require a premise visit.

Measurement:

N = Total Appointments met
D = Total Appointment set

3.6 Report Rate

Measures the frequency of troubles reported within BellSouth's network.

Measurement:

N = Number of Trouble Reports per month x 100
D = Total number of Lines

4. **BILLING (CUSTOMER USAGE DATA)**

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to CLP Message Processing Centers once daily.
Measurement:

N = Total Number of Messages Sent within six (6) calendar days from Initial Recording
D = Total Number of Messages Sent

Target: ≥ 95% of all messages will be delivered within 6 calendar days from initial recording.

4.2 Completeness

BellSouth will provide all required Recorded Usage Data and ensure that it is processed and transmitted within thirty (30) days of the message create date.

Measurement:

N = Total number of Recorded Usage Data records delivered during the current month that are within thirty (30) days of the message create date.

----------X 100

D = Total number of Recorded Usage Data Records delivered during the current month

Target: ≥ 98% of all records delivered within 30 days of the message creation

4.3 Recorded Usage Data Accuracy

4.3.1 Format and Content

BellSouth will provide Recorded Usage Data in the format and with the content as defined in the current BellCore EMR document.

Measurement:

N = Total Number of Recorded Usage Data Transmitted Correctly

----------X 100

D = Total Number of Recorded Usage Data Transmitted

Target: ≥ 98% of all recorded records delivered will be transmitted correctly

4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to CLPs error free. The level of detail includes, but is not limited to: detail required to Rating the call, Duration of the call, and Correct Originating/Terminating information pertaining to the call. The error is reported to BellSouth as a Modification Request (MR). The type of MR that corresponds with each MR response time classification shall be mutually determined. Performance is to be measured and reported in accordance with the MR response times described below:

MR Response Times:

A = Immediate Attention - Resolution within 24 hours

B = Resolution 4 to 7 Days - Unguidables

C = Resolution 2 to 3 Weeks

D = Resolution 1 to 2 Months - Changes Which Need to be Made

R = Resend (Files) within 6 Hours

All times refer to mutual business work days/hours

4.4 Data Packs

Data Pack rejections and resends shall be as defined in Attachment 7, Appendix 2, Sections 4.4 and 4.5. BellSouth will transmit to CLPs all packs error free in the format agreed.
Measurement:

N = Total Number of Data Packs Sent Error Free
D = Total Number of Data Packs Sent

Target: 96% of all Packs transmitted in a calendar month will be accepted.

5. **BILLING (CONNECTIVITY BILLING AND RECORDING)**

5.1 The Parties have agreed to negotiate a pre-bill certification (Future Optimum State - FOS) process as set forth in Section 12 of Attachment 6. This certification process shall include appropriate performance measurements and shall be completed within 120 days of execution of the Agreement.

6. **DATA BASES**

6.1 Line Information Data Base

6.1.1 BellSouth shall provide processing time at the Line Information Data Base ("LIDB") within 1 second for 99% of all messages under normal conditions as defined in the technical reference in Section 13.8.5 of Attachment 2.

6.1.2 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in the technical reference in Section 13.8.5 of Attachment 2.

6.1.3 Once appropriate data can be derived from LIDB, BellSouth shall measure the following:

6.1.3.1 There shall be at least a 99.9.% reply rate to all query attempts.

6.1.3.2 Queries shall time out at LIDB no more than 0.1% of the time.

6.1.3.3. Group troubles shall occur for no more than 1% of all LIDB queries. Group troubles include responses other than:

6.1.3.4.1 Missing Group - The group is not defined in LIDB (when reply is returned "vacant" but there is no active record for the 6-digit NPA-NXX group.)

6.1.3.4.2 Vacant Code - When a 6-digit NPA-NXX is defined as vacant in LIDB but no active line is associated with that NPA-NXX code.

6.1.3.5 Once a CLP requests LIDB screening pursuant to Section 13.4.2.20 of Attachment 2, the Parties shall negotiate the appropriate performance standard for defects in LIDB Data Screening of responses.

7. ACCOUNT MAINTENANCE

7.1 When notified by a CLP that a Customer has switched to CLP service, BellSouth shall provision the change, and notify the CLP via CONNECT:Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

Measurement:

N = Number of Local Service Changes From A CLP to Another CLP Provisioned with Notification to A CLP in One Business Day

D = Total Number of Local Service Changes from A CLP to Another CLP Provisioned with Notification to the CLP

7.2 When notified by a CLP that a customer has changed his/her PIC only from one interexchange carrier to another carrier, BellSouth shall provision the PIC only change and convey the confirmation of the PIC change via the work order completion feed within one (1) business day.

Measurement:

N = Number of PIC Only Changes from One IEC to Another Initiated by CLP Provisioned with Notification via the Work Order Completion Feed in ≤ One Business Day

D = Total Number of PIC Only Changes from One IEC to Another Initiated by CLP Provisioned with Notification via the Work Order Completion Feed

7.3 If notified by an interexchange carrier using an '01' PIC order record that a CLP Customer has changed his/her PIC only, BellSouth will reject the order and notify that interexchange carrier a CARE PIC record should be sent to the serving the CLP for processing within one (1) business day of BellSouth's receipt of the PIC order from the IXC.

Measurement:

N = Number of PIC Change Requests for a CLP Local Customer Rejected by BellSouth to IXC ≤ One Business Day

D = Total Number of PIC Changes for a CLP Local Customer Rejected by BellSouth to IXC

Attachment I
Exhibit A

BELLSOUTH

BellSouth Telecommunications, Inc.
Suite 4423
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

404 927-7140
Fax 404 523-0346

Joseph M. Baker
Vice President – Sales
Interconnection Services

SN91081198

June 1, 1997

To: All Competitive Local Exchange Carriers

BellSouth is pleased to provide you initial target intervals for the provisioning of Unbundled Network Elements (UNEs). This attached list replaces any other information you may have received from BellSouth on this subject.

Your company can use these target intervals when placing firm service order requests or for general planning purposes. BellSouth will make every effort to accommodate service requests utilizing these intervals. As with all service provisioning requests, these target intervals assume normal working conditions including safety, load, weather, and availability of equipment and facilities. Final due date commitments will be provided via the Firm Order Confirmation (FOC) process for each individual order.

BellSouth hopes that this list will meet your product and planning needs to facilitate your conducting business. Please address any questions and concerns you may have on this subject through your account team representative.

Sincerely,

J. M. Baker

Attachment

Recommended UNE Provisioning Targets

Attachment I
Exhibit A

	Quantity	Targeted Installation Interval (in business days)
UNBUNDLED LOOPS		
2 Wire analog voice grade loop	1 - 5	5
	6 - 14	7
	15 +	ICB
4 Wire analog voice grade loop	1 - 5	5
	6 - 14	7
	15 +	ICB
4 Wire DS1 & PRI digital loop	1 - 5	5
	6 - 14	7
	15 +	ICB
2 Wire ISDN digital loop	1 - 5	4
	6 - 14	5
	15 +	ICB
ADSL - 2 Wire asymmetrical digital subscriber line loop	1 - 14	30
	15 +	ICB
HDSL - 2 wire & 4 wire high bit rate digital subscriber line loop	1 - 14	30
	15 +	ICB
LOOP CONCENTRATION (Inside Plant)		
Loop channelization system	1	90
Central Office Channel Interfaces 2Wire voice	1	30
Central Office Channel Interfaces 4 Wire voice	1	30
SUB LOOPS (Outside Plant)		
Loop Feeder	1	30
Loop Concentration (dependent on equipment and right of way)	1	30-90
NETWORK INTERFACE DEVICE (NID)		
NID TO NID Cross Connect 2 wire	1 - 14	5
	15 +	ICB
NID To NID Cross Connect 4 wire	1 - 14	5
	15 +	ICB
NID Spare Capacity	1 - 14	5
	15 +	ICB
OPEN AIN (OAIN)		
OAIN tool kit	1	45
OAIN service management system	1	45
CCS7 SIGNALING TRANSPORT SERVICE		
A-Link Signaling	1	60
D-Link Signaling	1	60
STP - Signaling Transfer Point	1	60

Proprietary: Not for disclosure outside of BellSouth except under written agreement.

Recommended UNE Provisioning Targets

Attachment I
Exhibit A

	Quantity	Targeted Installation Interval (in business days)
UNBUNDLED INTEROFFICE TRANSPORT		
Interoffice Transport Analog line grade	1	30
Interoffice Transport DSO	1	30
Interoffice Transport DS1	1	30
Interoffice Transport DS3	1	30
O/S AND DA UNEs		
Operator Call Processing - OPCH, FACH, BLV, EI, ECT	1	30
Operator Call Processing - Facility Based OPCH, FACH, ECT	1	30
Operator Call Processing - Facility Based BLV, EI	1	30
Directory Assistance Access Service (DAAS)	1	30
Directory Assistance Call Completion (DACC)	1	30
Directory Assistance Number Services Intercept (DANSI)	1	30
Directory Assistance Transport	1	30
Directory Assistance Database Service (DADS)	1	30
Direct Access to DA service (DADAS)	1	30
DIGITAL CROSS CONNECT		
DCS 1/0	1	7
DCS 3/1	1	7
DCS 3/0	1	7
CUSTOMIZED CALL ROUTING (Selective Routing - LCC)		
1 - 5 LCC	1 - 5	30
6 - 25 LCC	6 - 25	60
> 25 LCC	25 +	ICB
UNBUNDLED LOCAL SWITCHING		
2Wire analog line port	1 - 10	3
	11 - 25	4
	25 +	ICB
Hunting	1	5
2 Wire analog DID trunk port	1 - 10	5
	11 - 25	6
	25 +	ICB
2 Wire ISDN digital line side port	1 - 10	5
	11 -25	6
	25 +	ICB
4 Wire ISDN DSI digital trunk port	1 - 10	5
	11 - 25	6
	25 +	ICB
Switching functionality	1	5
Unbundled Local Usage (entire local calling area)	1	5

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Recommended UNE Provisioning Targets

Attachment I
Exhibit A

	Quantity	Targeted Installation Interval (in business days)
UNBUNDLED ACCESS TO OSS		
Preorder	1	30
Order/Provisioning	1	30
Maintenance/repair	1	30
ACCESS TO DATABASES		
800 Database	1	7
Line Information Database (LIDB)	1	30
NUMBER PORTABILITY		
RCF - Remote Call Frowarding	1 - 25	2
	26 - 50	3
	51 +	ICB
DID - Direct Inward Dial		
Initial request - trunk group to be established	Initial	30
Subsequent request - trunk group in place	1 -100	5
	100+	ICB

NOTES:
1. The assigned provisioning date assumes the availability of facilities and equipment.
2. ICB means Individual Case Basis. Contact your Account Manager to determine the appropriate interval.

Proprietary: Not for disclosure outside of BellSouth except under written agreement.

Attachment I
Exhibit B

BELLSOUTH

BellSouth Telecommunications, Inc.
Suite 4423
675 West Peachtree Street, N.E.
Atlanta, Georgia 30375

404 927-7140
Fax 404 523-0346

Joseph M. Baker
Vice President – Sales
Interconnection Services

SN91081210

June 16, 1997

To: All Competitive Local Exchange Carriers

BellSouth is pleased to provide you initial target intervals for the provisioning of Retail/Resale Products. This attached list replaces any other information you may have received from BellSouth on this subject.

Your company can use these target intervals when placing firm service order requests or for general planning purposes. BellSouth will make every effort to accommodate service requests utilizing these intervals. As with all service provisioning requests, these target intervals assume normal working conditions including safety, load, weather, and availability of equipment and facilities. Final due date commitments will be provided via the Firm Order Confirmation (FOC) process for each individual order.

BellSouth hopes that this list will meet your product and planning needs to facilitate your conducting business. Please address any questions and concerns you may have on this subject through your account team representative.

Sincerely,

J. M. Baker

Attachments

Recommended Retail/Resale Provisioning Targets

PRODUCT	Quantity	Resale Switch As Is (in business days)	Service Inquiry (in business days)	Installation Target Interval (in business days) for Retail/Resale New or Existing Account and Resale Switch With Changes	Service Inq. plus Installation Interval
Area Plus	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
Call Waiting	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
Call Waiting Deluxe	per account	<3pm=0;>3pm=1	NA	2	NA
Caller ID	per account	<3pm=0;>3pm=1	NA	2	NA
Custom Calling - Speed Calling; 3-Way Calling; Call Forwarding Variable; Remote Access to CF	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
Enhanced Caller ID	per account	<3pm=0;>3pm=1	NA	2	NA
Georgia Community Calling	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
Hunting	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
Independent Payphone Provider (per location)	1-25 lines	3	NA	3	NA
	26+	3	NA	ICB	
Integrated Package - Area Plus, Area Plus w/Complete Choice & Complete Choice	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
Local Exchange Line (Flat/Message/Measured) - Residence	1 line	<3pm=0;>3pm=1	NA	No dispatch = 0; Dispatch = 1	NA
	2 lines	<3pm=0;>3pm=1		2	
	3-5 lines	1		3	
	6-14 lines	2		4	
	15+	4		ICB	
Local Exchange Line (Flat/Message/Measured) - Business	1 line	<3pm=0;>3pm=1	NA	No dispatch = 0; Dispatch = 1	NA
	2 lines	<3pm=0;>3pm=1		2	
	3-5 lines	1		3	
	6-14 lines	2		4	
	15+	4		ICB	
MemoryCall	per account	<3pm=0;>3pm=1	NA	2	NA
Message Telephone Service (MTS)	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
Optional Calling Plan	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
PBX Trunks (Flat/Message/Measured)	1-5	3	NA	5	NA
	6-10	4		7	
	11+	5		ICB	
Remote Call Forwarding (RCF)	per account	<3pm=0;>3pm=1	NA	1	NA
RingMaster Services	per account	<3pm=0;>3pm=1	NA	1	NA
TouchStar - Call Tracing; Call Block; Repeat Dialing; Call Selector; Call Return; Preferred Call Forwarding	per account	<3pm=0;>3pm=1	NA	1	NA

Recommended Retail/Resale Provisioning Targets

PRODUCT	Quantity	Resale Switch As Is (in business days)	Service Inquiry (in business days)	Installation Target Interval (in business days) for Retail/Resale New or Existing Account and Resale Switch With Changes	Service Inq. plus Installation Interval
Touchtone	per account	<3pm=0;>3pm=1	NA	<3pm = 0 ; >3pm = 1	NA
Visual Director	per account	<3pm=0;>3pm=1	NA	2	NA
AccuPulse	1-4 circuits	3	5	7	12
	5 or more	3+1/add'l ckt	5	7 + 1 per add'l circuit	12+1/add'l ckt
Centrex/ESSX (Additions only)	1 - 10 lines	NA	NA	7	NA
	11 - 25 lines	NA	NA	12	NA
	Over 25 lines	NA	5	ICB	ICB
DID	1 - 8 trunks	4	5	7	12
	9 - 16 trunks	5	5	10	15
	17 - 24	6	5	13	18
	25 +	6+1/add'l trk	5	13 + 1 per add'l trunk	18+1/add'l trk
E911/SALI (Approximately 12-18 months.)	NA	NA	10	ICB	ICB
FlexServ - Digital	1 - 8 circuits	4	5	15	20
	9 +	4+1/ add'l ckt	5	15 + 2 per add'l 4 circuits	20+1/add'l 4 ckt
FlexServ - Analog	1 - 8 circuits	4	5	7	12
	9 - 16 circuits	5	5	10	15
	17 - 24 circuits	6	5	13	18
	25 +	6+1/add'l 4 ckt	7	13 + 1 per add'l 4 circuits	20+1/add'l 4 ckt
FlexServ - 1.544	1 - 4 circuits	4	7	7	14
	5 +	4+1 per add'l ckt	7	7 + 1 per add'l circuit	14+1/add'l ckt
Frame Relay & CDS	1 - 8 circuits	3	2	10	12
	9 +	4	5	10	15
ISDN - Basic	1 - 4 circuits	3	3	10	13
	5 +	3+1 per add'l ckt	3	10 + 1 per add'l circuit	13+1/add'l ckt
ISDN - Primary Rate	1 - 4 circuits	5	5	15	20
	5 +	5+1 per add'l ckt	5	15 + 1 per add'l circuit	20+1/add'l ckt
Lightgate - New	per account	ICB	5	ICB	ICB
- Additions	1 - 4 MegaLink	3	5	7	12
	5 + MegaLink	3+1/add'l 4 ckt	5	7 + 1 per add'l 4 MegaLinks	12+1/add'l 4 ckt
MegaLink - Non-Channelized	1 - 4 circuits	3	NA	7	NA
	5 +	3+1 per add'l ckt	5	7 + 1 per add'l circuit	12+1/add'l ckt
MegaLink - Channel Service	1 - 4 circuits	5	5	7	12
	5 +	5+1/add'l 4 ckt	5	7 + 1 per add'l 4 circuits	12+1/add'l 4 ckt
MegaLink Plus	1 - 4 circuits	3	5	7	12
	5 +	3+1 per add'l ckt	5	7 + 1 per add'l 4 circuits	12+1/add'l 4 ckt
MegaLink ISDN	1 - 4 circuits	5	5	15	20
	5 +	5+1 per add'l ckt	5	15 + 1 per add'l circuit	20+1/add'l ckt

Recommended Retail/Resale Provisioning Targets

PRODUCT	Quantity	Resale Switch As Is (in business days)	Service Inquiry (in business days)	Installation Target Interval (in business days) for Retail/Resale New or Existing Account and Resale Switch With Changes	Service Inq. plus Installation Interval
MultiServ/MultiServ PLUS - New	per account	ICB	5	ICB	ICB
- Additional Lines	1 - 10 lines	ICB	NA	3	NA
	11 - 25 lines	ICB	NA	6	NA
	25 +	ICB	5	ICB	ICB
NMLI	1 - 8 circuits	3	7	10	17
	9 +	5	7	10 + 1 per add'l 4 circuits	17+1/add'l 4 ckt
Off Premise Stations (OPS)	1 - 8 circuits	3	NA	7	NA
	9 - 16 circuits	4	NA	10	NA
	17 - 25 circuits	5	NA	13	NA
	25+	5+1/add'l 10 ckt	NA	13 + 1 per add'l 4 circuits	NA
SMARTPath DS-1	per account	5	7	ICB	ICB
SMARTRing	per account	5	7	ICB	ICB
SynchroNet - Point-To-Point	1 - 8 circuits	3	NA	15	NA
	9 +	3+1/add'l 4 ckt	5	15 + 2 per add'l 4 circuits	20+2/add'l 4 ckt
SynchroNet - MultiPoint (1 circuit)	3 - 5 points	3	NA	14	NA
	6 - 8 points	4	NA	16	NA
	9 +	5	5	16 + 2 per add'l 3 points	21+2/add'l 3 pt

NOTES: 1. The assigned provisioning date assumes the availablity of facilities and equipment.
2. ICB means Individual Case Basis. Contact your Account Manager to determine the appropriate interval.