

General Terms and Conditions
Parts A, B

Attachment	Reference	Language	Rationale
General Terms and Conditions, Part A	First Paragraph	<i>Replaced</i> BellSouth entity names with AT&T names; included Sprint legal names for the "port-to" states. Effective date changed from January 2, 2001 to "the effective date as defined herein". <i>Deleted</i> "negotiated bill and keep" because bill and keep is a state-specific pricing term and pricing does not port. <i>Deleted</i> : "All other rates in this agreement are made effective 30 calendar days following the date of the last signature of the Parties." Commission rules include the timeframe for when Commission approvals will become effective.	Administrative and State-Specific Pricing
General Terms and Conditions, Part A	Whereas Clauses	Replaced the State names with the "port-to" state names. Replaced Sprint with the legal names for Sprint in the "port-to" states. Replaced the State names with the "port-to" States. Added reciprocal reservation of rights language relating to intervening law/regulatory change provisions. Added Whereas clause relating to the SBC/Ameritech Merger Conditions regarding Advanced Services. Added a Whereas clause regarding the port and the AT&T attempt to conform for OSS and technical capabilities in the "port-to states". Added Whereas clause stating that the amendments are numbered in sequential order. Whereas clause is added about all provisions are integrally related.	Administrative and State-Specific Laws / Regulations
General Terms and Conditions, Part A	Section 2.1	Three years from Effective Date term language is deleted and replaced with date certain: December 28, 2009. This date appears in the amendment to extend the term.	Administrative
General Terms and Conditions, Part A	2.3	Effective date language is added to reflect the Commission rules in the "port-to" states.	State-Specific Laws / Regulatory Requirements
General Terms and Conditions, Part A	3.3	GSST is replaced with the "port-to" state term tariff.	Administrative
General Terms and Conditions, Part A	4.1	BellSouth Telecommunications Wireless Customer Guide is replaced with AT&T Prime Access website.	Administrative
General Terms and Conditions, Part A	6.3	Deleted language referring to Magnetic Tape and Computer Disk distribution	OSS Attribute / Limitations
General Terms and Conditions, Part A	6.10 and 6.11	Deleted language stating that AT&T will not provide listing information to 3rd parties. Inserted language describing the terms under which AT&T will serve as contact for independent and Third-Party directory publishers, and for handling Sprint CLEC's subscriber listing information.	Administrative
General Terms and Conditions, Part A	7	Deleted NBR language. Not offered in the port-to state. The port-to state uses the BFR process.	OSS Attribute / Limitations
General Terms and Conditions, Part A	7.2	Deleted language stating that request must state whether it is 1) pursuant to the Act or 2) pursuant to the needs of the business. A request pursuant to the needs of the business was an NBR in the port-from state. Port-to state does not offer an NBR process. There is no need to distinguish between NBR and BFR. All BFR requests should be pursuant to the Act.	OSS Attribute / Limitations

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General Terms and Conditions, Part A	7.5	Deleted language that stated we would continue to process the request even if we filed a dispute if we disagreed that the request met the definition of a NBR. That language was applicable to the NBR process in the port-from state, and will not be applicable in the port-to state.	OSS Attribute / Limitations
General Terms and Conditions, Part A	23	Deleted Branding Language	OSS Attribute / Limitations
General Terms and Conditions, Part A	24.1.1.5	BellSouth BSP has been replaced with AT&T's Competitive Local Exchange Carrier (CLEC) Operations Support System Interconnection Procedures.	Administrative and OSS Attribute / Limitations
General Terms and Conditions, Part A	29	The notices have been updated to indicate current AT&T contact information, and contains the Sprint-desired notices information.	Administrative
General Terms and Conditions, Part A	29.3.1	BellSouth interconnection web site is replaced with AT&T CLEC Online website.	Administrative and OSS Attribute / Limitations
General Terms and Conditions, Part B	Definition of AT&T and AT&T Inc.	The following AT&T definitions have been added: AT&T and AT&T Inc. - Legal entity names for AT&T	Administrative
General Terms and Conditions, Part B	Definitions - Variations of AT&T	The AT&T definitions were added for clarity (e.g., AT&T-13STATE, AT&T MISSOURI, etc.). Throughout the agreement, when a "port-to" state process has been included in the contract, the added language often references an AT&T entity not previously defined in the contract.	Administrative
General Terms and Conditions, Part B	Definition of Commission	"Port-from" State names have been replaced with "port-to" State names.	Administrative
General Terms and Conditions, Part B	Definition of Effective Date	Added definition because the Commission rules in the "port-to" states require the agreements to be filed and approved.	State-Specific Laws / Regulatory Requirements
General Terms and Conditions, Part B	Definition of Local Service Request	UNE-P has been stricken.	State-Specific Laws / Regulatory Requirements - TRO/TRRO
General Terms and Conditions, Part B	Definition of CLEC Local Traffic	Section A3 of Bell South's General Subscriber Service Tariff was replaced with AT&T's local exchange tariffs (on file with the applicable state commission).	Administrative
General Terms and Conditions, Part B	Definition of "Network Element"	This definition was written in the context of its use in the UNE attachment. Unbundled Network Elements are referred to as "Network Elements" in the UNE attachment. The KY definition for Network Element included language referencing "features, functions, and capabilities...including...databases, signaling systems...". This language is from the FCC's definition of switching. Since AT&T is no longer obligated to provide switching as a UNE per the TRO and TRRO, AT&T struck this language in the Network Element definition.	State-Specific Laws / Regulatory Requirements - TRO/TRRO

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Attachment	Reference	Language	Rationale
General Terms and Conditions, Part B	Definition of "Packet Switching"	Deleted definition of "packet switching". Pursuant to the TRO, AT&T is no longer obligated to provide packet switching as a UNE. Additionally, packet switching is eliminated in the port-to state's TRO/TRRO Change of Law amendment.	State-Specific Laws / Regulatory Requirements - TRO/TRRO
General Terms and Conditions, Part B	Definition of Percent Local Usage (PLU)	<i>Struck:</i> "is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" 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." <i>Replaced with:</i> "The PLU is calculated by dividing the Local MOU delivered to a Party for termination by the total MOU delivered to a Party for termination."	OSS Attribute / Limitations
General Terms and Conditions, Part B	Definition of Physical Collocation	"and adjacent" has been stricken because this method of collocation is not available in the "port-to" states.	OSS Attribute / Limitations
General Terms and Conditions, Part B	Definition of Signaling Links	<i>Struck:</i> "Signaling Links" are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. AT&T is no longer required to provide this service as a UNE	State-Specific Laws / Regulatory Requirements - TRO/TRRO and OSS Attribute / Limitation
General Terms and Conditions, Part B	Definition of Signal Link Transport	<i>Struck:</i> "Signal Link Transport" is a set of two or four dedicated 56 kbps transmission paths between Sprint designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to an BellSouthAT&T Signal Transfer Point. AT&T is no longer required to provide this service as a UNE	State-Specific Laws / Regulatory Requirements - TRO/TRRO and OSS Attribute / Limitation
General Terms and Conditions, Part B	Def of Wireless Percent Local Usage or W-PLU	<i>Struck:</i> "Wireless - Percent Local Usage" or "W-PLU" is defined as a factor to be applied to terminating minutes of use. The numerator is all "nonintermediary" Local minutes of use. The denominator is the total minutes of use including Local and Non-Local."	OSS Attribute / Limitations

Attachment 1 - Resale

Attachment	Reference	Language	Rationale
1 - Resale	3.1.2.1	Deleted section stating how to order custom calling features without access line because it is not possible to order features without access line in the port to state.	OSS Attribute / Limitations
1 - Resale	3.1.6	Deleted language regarding Hospitality service as Hospitality service is not available in the port-to state.	Administrative - tariff and OSS Attribute / Limitation
1 - Resale	3.2	Deleted language on voice mail service for states of CA, NV, CT, AR, KS, MO, OK and TX because this product is not available in those states. Added language for IL, IN, OH, MI and WI to reflect what is available in those states.	Administrative - tariff
1 - Resale	4.3.1	Deleted Custom Routing language as custom routing is not available in the port-to state and added OSDA Automated Call Greeting (Brand Announcement) language to reflect the offering in the port-to state.	OSS Attribute / Limitations
1 - Resale	4.3.2.2.1	Deleted language as port-to state does not provide 2 customer listings.	OSS Attribute / Limitations
1 - Resale	5.1	Replaced language with standard 22-state language to reflect methods and procedures for Maintenance of Services.	OSS Attribute / Limitations
1 - Resale	9.2	Deleted language as LIDB is automatically stored in the port-to state – no need for written request from CLEC.	OSS Attribute / Limitations
1 - Resale	11.0	Deleted language as EODUF is not available in port-to state.	OSS Attribute / Limitations
1 - Resale Exhibit A	Entire Exhibit	Replaced with Resale Discounts for port-to state.	State-Specific Pricing
1 - Resale Exhibit B	Entire Exhibit	Replaced with Product Information for port-to state.	Administrative (tariff) and State-Specific Pricing
1 - Resale Exhibit C	Section II Term	Replaced terms of agreement with reference to the General Terms and Conditions of this Agreement.	Administrative

Attachment 2 - UNE

Attachment	Reference	Language	Rationale
2 - UNE		This Attachment ported without modifications; replaced by TRRO	State-Specific Laws / Regulatory Requirements - TRO/TRRO

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	Definition of CLEC Local Traffic	<i>Struck</i> : "Section A3 of BellSouth's General Subscriber Service Tariff" and <i>replaced with</i> : "AT&T's local exchange tariffs (on file with the applicable state commission)"	Administrative - Tariff
3 - Interconnection	Definition of VPOI	<i>Struck Definition</i> : "Virtual Point of Interconnection (VPOI)". Offering Not Available in port-to states	OSS Attribute / Limitations
3 - Interconnection	2.3.1	<i>Struck</i> : " and (3) virtual collocation where physical collocation is not practical for technical reasons or because of space limitations." Offering Not Available in port-to states	OSS Attribute / Limitations
3 - Interconnection	2.3.1	<i>Struck reference to BellSouth tariff</i> : "BellSouth's General Subscriber Services Tariff, Section A35, or, in the case of North Carolina, in the North Carolina Connection and Traffic Interchange Agreement effective June 30, 1994, as amended, may be purchased pursuant to this Agreement provided, however, that such interconnection arrangements shall be provided at the rates, terms and conditions set forth in this Agreement." <i>Replaced with reference to AT&T agreement</i> : "this Attachment and also Attachment 3a Cellular/PCS NIM and Attachment 3b Cellular/PCS ITR"	Administrative - Tariff
3 - Interconnection	2.3.1	<i>Struck</i> : "Rates for virtual collocation will be based on BellSouth's Interstate Access Services Tariff, FCC #1, Section 20 and/or BellSouth's Intrastate Access Services Tariff, Section E20. Rates for physical collocation will be negotiated on an individual case basis." Reference was to BellSouth tariff and state-specific pricing, revised to refer to port-to state reference.	Administrative - Tariff and State-Specific Pricing
3 - Interconnection	2.3.2	<i>Struck</i> : "in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905" and <i>Replaced with</i> reference to GR-905-CORE	Administrative
3 - Interconnection	2.3.2	Replaced "equal" with "proportionate".	State-Specific Pricing
3 - Interconnection	2.3.4	<i>Struck</i> : "BellSouth and Sprint PCS will use an auditable Wireless Percent Local Usage (PLU) factor as a method for determining whether wireless traffic is Local or NonLocal. The Wireless PLU factor will be used for wireless traffic delivered by either party for termination on the other party's network."	OSS Attribute / Limitations
3 - Interconnection	2.3.6	<i>Replaced</i> "BellSouth Telecommunications Wireless Customer" with "AT&T Wireless Ordering and Provisioning Handbook"	Administrative
3 - Interconnection	2.6.1	<i>Struck</i> : "The portion of such facilities utilized for Local Traffic shall be determined based upon the application of the Percent Local Facility Factor (PLF). If Sprint CLEC, pursuant to 47 CFR §51.711(b) demonstrates that its costs support rates for trunks and associated dedicated transport other than as set forth in Exhibit A, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission approval ."	OSS Attribute / Limitations

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	2.8.1	<i>Struck:</i> "If Sprint CLEC and BellSouth are not able to reach mutual agreement on an initial Physical Point of Interconnection within 30 calendar days of the date of the written request, Sprint CLEC may designate a POI for the delivery and receipt of traffic at any existing Sprint Interexchange Carrier (IXC) Point of Presence (POP) location or, if not at an existing Sprint IXC POP, at a location that is within five (5) miles of a BellSouth tandem or end office. In the event that Sprint CLEC designates a POI that is not in a BellSouth office, Sprint CLEC and BellSouth acknowledge that this Agreement does not include rates that Sprint CLEC would charge BellSouth for BellSouth's collocation of equipment necessary for interconnection at such non-BellSouth locations including charges for space, power or other infrastructure-related elements. It is not Sprint CLEC's intent to charge for such space, power or other infrastructure-related elements; however, Sprint CLEC reserves the right to open negotiations with BellSouth with respect to such charges in the future and to enter into such negotiations with pursuant to Section 252 of the Act ."	State-Specific Laws / Regulations
3 - Interconnection	2.9.5	<i>Struck:</i> "All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Sprint CLEC not addressed in Exhibit A shall be as negotiated by the Parties. Until such rates are established, the interim rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for Switched Access services. Once the negotiated rate is established, it will be applied retroactively to the date requested."	State-Specific Pricing
3 - Interconnection	2.9.5.1	{For two-way interconnection trunking} <i>Struck:</i> "that carries the Parties' Local and IntraLATA Toll Traffic only, excluding Transit Traffic, and for the two-way Supergroup interconnection trunk group that carries the Parties Local and IntraLATA Toll Traffic, plus Sprint CLEC's Transit Traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party." <i>Replaced with:</i> "each Party shall bear its proportionate cost for trunks and the interconnection facilities based on the relative usage."	State-Specific Pricing, State-Specific Laws/Regulation and OSS Attribute / Limitations
3 - Interconnection	2.9.6.1.4	<i>Struck:</i> "Unless multiple tandem access is ordered"	OSS Attribute / Limitations
3 - Interconnection	2.9.6.2.1.1- 2.9.6.2.1.1.2	<i>Struck:</i> "Florida, Georgia, Kentucky, Louisiana, North Carolina and Tennessee" and <i>replaced with:</i> "AT&T CONNECTICUT" <i>Struck:</i> " BellSouth will provide two-way interconnection trunking upon Sprint CLEC's request. Once two-way interconnection trunking is established, BellSouth must use such two-way trunking for BellSouth-originated traffic." and <i>replaced with:</i> " Interconnection Trunk Groups in AT&T CONNETICUT must be ordered and provisioned as one-way to accommodate billing and technical limitations." <i>Struck:</i> "The selection of the Point of Interconnection for two-way trunking will be pursuant to Section 2.8 of this Attachment." <i>Struck:</i> "Additional one-way interconnection trunking will be at the mutual agreement of BellSouth and Sprint CLEC once two-way interconnection trunking has been established."	State-Specific Laws / Regulations and Network Attribute / Limitation (Applicable to Connecticut only)

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	2.9.7-2.9.7.1	Deleted Title of Section and Replaced it with "Transit Service" <i>Struck:</i> "Transit trunk groups may be established by Sprint CLEC to deliver and receive, and thus are two-way trunks, Local and IntraLATA Toll Transit Traffic from third parties such as Independent Companies and other CLECs at BellSouth access tandems and Switched Access traffic from Interexchange Carriers at BellSouth access tandems. Establishing such trunks at BellSouth access tandems provides intratandem access to the third parties also interconnected at those tandems." and <i>replaced with:</i> "Transit Service will be billed at the rates found in the Pricing Schedule."	OSS Attribute / Limitation
3 - Interconnection	2.9.8.2.1	<i>Struck:</i> "and Switched Access Traffic"	Network Attribute / Limitation and OSS Attribute / Limitation
3 - Interconnection	2.9.8.2.2 - 2.9.8.1.3.3	<i>Struck:</i> "Alabama, Mississippi and South Carolina" <i>Struck:</i> "BellSouth will provide Supergroup Interconnection trunking upon Sprint CLEC's request." <i>Struck:</i> "The selection of the Point of Interconnection for Supergroup Interconnection trunking will be pursuant to Section 2.8 of this Attachment." <i>Struck:</i> "BellSouth and Sprint CLEC use of Supergroup Interconnection trunking for the transport of Local and IntraLATA Toll Traffic does not preclude either BellSouth or Sprint CLEC from establishing additional one-way interconnection trunks within the same local calling area for the delivery of its originated Local and IntraLATA Toll Traffic to the other Party."	State-Specific Laws / Regulations (this language created a carve out for the states of AL, MS, and SC that is not needed. Supergroup provisions are contained in 2.9.8.2.1)
3 - Interconnection	2.9.7.3.3	Replaced "Transit" with "Meet-point"	OSS Attribute / Limitations
3 - Interconnection	2.9.8.2.6	<i>Struck:</i> "Switched Access Traffic shall not be double-tandemed, therefore, SuperGroup interconnection only provides for the intratandem receipt and delivery of Switched Access Traffic."	OSS Attribute / Limitations
3 - Interconnection	2.9.10.1	Replaced "BellSouth's General Subscriber Services Tariff ("GSST"), section A3" with "AT&T's local exchange tariffs (on file with the applicable state commission)"	Administrative
3 - Interconnection	2.9.10.2	<i>Struck:</i> "Sprint CLEC may deliver Local Traffic to a 'home' BellSouth local tandem that is destined for other BellSouth or third party network provider end offices served by other BellSouth local tandems in the same local calling area where Sprint CLEC does not choose to establish interconnection trunking ."	OSS Attribute / Limitation

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	2.9.11.6- 2.9.11.6.4	<p><i>Struck:</i> " BellSouth shall allow for the mutual exchange of local traffic using existing and new facilities procured in Sprint's capacity as an interexchange carrier, "Local Over Feature Group D" trunking, pursuant to the following:</p> <p>Sprint shall pay all reasonable costs incurred by BellSouth to implement and maintain the Local Over Feature Group D trunking configuration</p> <p>Sprint and BellSouth will agree on the details of this trunking configuration. This configuration will form the basis of the cost study to determine reasonable cost</p> <p>Sprint may convert the Local Over Feature Group D trunking arrangement to a standard local interconnection trunking arrangement at any time subject to applicable charges for establishing such local interconnection trunking arrangements. Should the Sprint conversion to a standard local interconnection trunking arrangement cause an incremental reduction in the costs that BellSouth incurs in the ongoing maintenance and administration of the Local Over Feature Group D trunking arrangement, the ongoing charges to Sprint for such maintenance and administration will reflect such incremental reductions</p> <p>The Parties will track and report, through the use of factors set forth in Section 6 of this Attachment, the jurisdictional nature of the combined traffic on the Feature Group D facilities procured in Sprint's capacity as an interexchange carrier. "</p>	State-Specific Laws / Regulations
3 - Interconnection	3.6.1	<p><i>Struck:</i> "the Network Usage Information Service offered in Section A32 of the BellSouth state General Subscriber Service Tariff, or by the New Business Request process described in Section 7 of the General Terms and Conditions of the Agreement." <i>Replaced with:</i> "a trunk group utilization report (TIKI), this report is provided in an MS-Excel format."</p>	Administrative
3 - Interconnection	6; 6.1; 6.1.1; 6.1.3	<p><i>Struck:</i> Bill and Keep provisions - <i>Replaced with:</i> state-specific/generic compensation language.</p>	State-Specific Pricing
3 - Interconnection	6.1.2	<p><i>Struck:</i> "Sprint CLEC charges for dedicated transport and associated facilities of calls on Sprint CLEC's or BellSouth's respective networks are as set forth in Exhibit A to this Attachment. If Sprint CLEC, pursuant to 47 CFR §51.711(b), demonstrates that its costs support different rates for the transport mileage described in this Section, upon approval by the appropriate state commission, such other rates shall be included within this Agreement to be applied prospectively from the effective date of the Commission."</p>	State-Specific Pricing

Attachment 3 - Interconnection

Attachment	Reference	Language	Rationale
3 - Interconnection	6.14 (formerly 6.1.5.1)	<i>Struck:</i> " Further, if Sprint CLEC assigns NPA/NXXs to specific BellSouth rate centers within a BellSouth originating end user's local calling area, and then assigns numbers from those NPA/NXXs to Sprint CLEC end users physically located outside of the BellSouth originating end user's local calling area, Sprint CLEC agrees to identify such traffic to BellSouth and to compensate BellSouth for originating and transporting such traffic to Sprint CLEC at BellSouth's intrastate switched access tariff rates. If Sprint CLEC does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth shall determine which whole Sprint CLEC NPA/NXXs on which to charge the applicable rates for originating intrastate switched access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Sprint CLEC can provide sufficient information for BellSouth to determine whether said traffic is Local Traffic." <i>Replaced with generic FX language.</i>	State-Specific Pricing State-Specific Laws / Regulations
3 - Interconnection	6.3	<i>Struck:</i> "CLEC Percent Local Facility. BellSouth and Sprint CLEC will report to the other a Percentage Local Facility (PLF). The application of PLF will determine the portion of switched transport to be billed per the local jurisdiction rates. The PLF will be applied to Local Channels, multiplexing and Interoffice Channel dedicated transport utilized in the provision of local interconnection trunking. By the first of January, April, July and October of each year, BellSouth and Sprint CLEC shall provide a positive report updating the PLU and PLF. Detailed requirements associated with PLU and PLF reporting shall be as set forth in BellSouth's Percent Local Use/Percent Local Facility Reporting Guidebook for Interconnection Purchasers, as it is amended from time to time during this Agreement, or as mutually agreed to by the Parties."	State-Specific Laws / Regulations and OSS Attribute / Limitation
3 - Interconnection	6.4	<i>Struck:</i> "CLEC Percentage Interstate Usage. In the case where Sprint CLEC desires to terminate its local traffic over or co-mingled on its Switched Access Feature Group D trunks, Sprint CLEC will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. Detailed requirements associated with PIU reporting shall be as set forth in BellSouth's Percent Interstate Use Reporting Guidebook for Interconnection Purchasers. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid."	State-Specific Laws / Regulations and OSS Attribute / Limitation
3 - Interconnection	6.6- 6.6.4	<i>Struck:</i> Entire Section 6.6 regarding Rate True-up of interim rates. (Pricing is state-specific and the attachment contains no interim rates.)	State-Specific Pricing
3 - Interconnection	6.11.1-6.11.4	Deleted Entire Meet-Point Billing Section. Replaced with 13-state language.	OSS Attribute / Limitations
3 - Interconnection	6.16	Inserted description of PLU calculation	OSS Attribute / Limitations
3 - Interconnection	7	Deleted OSS Systems and referred to OSS Attachment.	Administrative
3 - Interconnection	8	Deleted SS7 Interconnection	State-Specific Laws / Regulations - TRO/TRRO

Attachment 4 - Physical Collo

Attachment	Reference	Language	Rationale
4 - Physical Collocation	Entire Attachment replaced with port-to state Attachment	Replaced BellSouth Attachment 4 - Physical Collocation with the "port to" states' Physical and Virtual Collocation attachments. Rationale provided below.	OSS Attribute / Limitation, Network Attribute / Limitation and State-Specific Pricing / Regulations
4 - Physical Collocation	See Attachment	Intervals for quotations and confirmations differ	OSS Attribute / Limitation
4 - Physical Collocation	See Attachment	Splicing in the vault	Network Attribute / Limitation
4 - Physical Collocation	See Attachment	Billing elements differ	OSS Attribute / Limitation
4 - Physical Collocation	See Attachment	50% payment up front in "port to" states	State-Specific Pricing
4 - Physical Collocation	See Attachment	Struck restrictive language regarding layout for Cageless Collocation. "Port to" states permit single-bay increments with no special layouts	State-Specific Laws / Regulations
4 - Physical Collocation	See Attachment	Struck transmission equipment, switching equipment and power port-from state language because it is inconsistent with the port-to state law. Replaced with language consistent with the port-to state law.	Network Attribute / Limitation State-Specific Pricing and OSS Attribute / Limitation
4 - Physical Collocation	See Attachment	Remote Site Collocation - no floor space in "port to" states	Network Attribute / Limitation

Attachment 5 - Numbers

Attachment	Reference	Language	Rationale
5 - Numbers and Number Portability	1.3	Deleted section stating Sprint could reserve 100 numbers per CLLI because port-to state does not have the ability to reserve in 100 number blocks.	OSS Attribute / Limitations
5 - Numbers and Number Portability	3.4	Deleted section on Interim Rates because Interim rates are no longer available.	State-Specific Pricing
5 - Numbers and Number Portability	8.0	Deleted section on Interim Rates because interim rates are no longer available	State-Specific Pricing

Note: It is AT&T's understanding that this Attachment has been agreed to by the Parties.

Attachment 6 -
Ordering and Provisioning

Attachment	Reference	Language	Rationale
6 - Ordering and Provisioning	Entire Attachment	References have been changed to Sprint CLEC.	Administrative
6 - Ordering and Provisioning	1.1	BellSouth's interconnection ordering guides available on the BellSouth Interconnection website <i>has been replaced with</i> the Local Service Order Requirements (LSOR) and the Local Service Pre-Ordering Requirements (LSPOR) and are readily accessible at the AT&T CLEC Online website.	Administrative; OSS Attribute / Limitation
6 - Ordering and Provisioning	1.2	The hours of operation for the centers have been replaced with references to the AT&T CLEC Online website.	Administrative
6 - Ordering and Provisioning	1.3	The location and hours of operation for manual orders has been stricken and replaced with the reference to the AT&T CLEC Online website.	Administrative
"	2.2	<i>Struck:</i> "through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG) or other electronic interface as mutually agreed by the Parties" <i>and replaced with:</i> " the CLEC Handbook that may be accessed via the AT&T CLEC Online website"	Administrative and OSS Attributes / Limitations
6 - Ordering and Provisioning	2.3	<i>Struck:</i> "BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain network elements and other services. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG or through other electronic interfaces as mutually agreed by the Parties. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering and provisioning capabilities through the LENS interface" <i>and replaced with</i> " as detailed in Attachment OSS."	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.3	"two" <i>has been stricken and replaced with</i> "several"; <i>the following phrase is also added:</i> " and monitoring via application-to-application electronic interfaces."	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.4	<i>Struck:</i> "For exchange services, BellSouth offers Sprint access to the Trouble Analysis Facilitation Interface (TAFI) or to other electronic interfaces as mutually agreed by the Parties" <i>Replaced with:</i> language discussing an application-to-application electronic interfaces that more accurately describes the interfaces in the "port-to" states.	OSS Attribute / Limitation

Attachment 6 -
Ordering and Provisioning

Attachment	Reference	Language	Rationale
6 - Ordering and Provisioning	2.5	<i>Struck:</i> "the next release (N+1) and such next release is implemented, BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases but may also support additional releases during transition periods as mutually agreed by the Parties." <i>Has been replaced with</i> the "Change Management Process (CMP)" <i>and</i> "The versioning policy is set forth in the CMP document that may be accessed via the AT&T CLEC Online website." The new language reflects an application-to-application electronic interface that more accurately describes the interfaces in the "port-to" state.	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.6	<i>Struck:</i> "through the Electronic Interface Change Control Process (EICCP). Guidelines for this process are set forth in the EICCP document, as amended from time to time during this agreement" <i>Replaced with</i> "as set forth in the Change Management Process (CMP) as amended from time to time that may be accessed via the AT&T CLEC Online website"	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.7 through 2.7.1.4	<i>Struck:</i> "Testing. Detailed test plans and test scenarios will be jointly developed and agreed to by Sprint and BellSouth at the appropriate time. BellSouth acknowledges that a phased testing approach maybe applicable to ensure adequate testing of software." The language describing the Testing interface functionality is addressed in Attachment OSS.	OSS Attribute / Limitation
6 - Ordering and Provisioning	2.1	The reference to Exhibit A of the Attachment <i>is stricken and is replaced with</i> Attachment OSS and the Pricing Schedule of this Agreement.	OSS Attribute / Limitation
6 - Ordering and Provisioning	3.2	BellSouth Electronic Change Control Process <i>is stricken and replaced with</i> CLEC Handbook or Interconnector's Guide and may be accessed via the AT&T CLEC Online website.	Administrative
6 - Ordering and Provisioning	3.4	<i>Struck:</i> "toll free" because some of the contact numbers in the "port-to" states are not toll free.	Administrative
6 - Ordering and Provisioning	3.5	<i>Added</i> "or similarly situated processes"	OSS Attribute / Limitation
6 - Ordering and Provisioning	3.6	Language regarding Cancellation Charges is stricken because there is no system charge for cancelling an order in the "port-to" states.	OSS Attribute / Limitation
6 - Ordering and Provisioning	3.9	The words "Tandem Switching Element" is stricken because referral messages will be provided similar to the way AT&T provides for its own end-users - not limited to Tandem Switching Element.	OSS Attribute / Limitation

Attachment 6 -
Ordering and Provisioning

Attachment	Reference	Language	Rationale
6 - Ordering and Provisioning	3.12	TR 73600 is stricken and is replaced with TP 76841, Issue 2 and for Texas TP 76841, Issue 1.	Administrative
6 - Ordering and Provisioning	3.14	"CSOTS" is stricken and is replaced with "system." The acronym CSOTS is not used in the "port-to" state. The name of the report is different, therefore the reference is replaced with the "port-to" state report name.	Administrative and OSS Attribute / Limitation
6 - Ordering and Provisioning	Section	<i>Struck</i> "AT&T[BellSouth] and Sprint CLEC will perform co-operative testing where deemed necessary and by mutual consent (including trouble shooting to isolate problems) to test Services and Elements purchased by Sprint pursuant to this Agreement in order to identify any performance problems at turn-up of the Services and Elements." <i>Replaced with</i> " AT&T and Sprint CLEC will offer co-operative testing during maintenance where deemed necessary and by mutual consent (including trouble shooting to isolate problems). At Sprint CLEC's request via a service order using a USOC, AT&T will dispatch a technician to end user's premise so that Sprint CLEC can perform its own tests while the AT&T technician provides an open and short on the loop at the premises." In the port-to states, Acceptance Testing is conducted during provisioning and Cooperative Testing is performed during maintenance, therefore "during maintenance" and "At Sprint CLEC's" has been added.	OSS Attribute / Limitation
6 - Ordering and Provisioning	Entire attachment and Exhibit A	The names and descriptions of the OSS electronic interface systems have been stricken from the attachment. Information about the OSS in the port-to state are set forth in the OSS attachment and Exhibit A.	Administrative and OSS Attribute / Limitation
6 - Ordering and Provisioning	Exhibit A	Cancellation OSS Charge, "an OSS" has been stricken. There are no OSS charges in the "port-to" states, however, there are service order charges and these are stated in the state-specific Pricing schedule.	State-Specific Pricing

Attachment 7 - Billing

Attachment	Reference	Language	Rationale
7 - Billing	1.1	Changed reference to CRIS to Resale Billing System as billing systems are named differently - in west it's CRIS, in MW it's RBS or ACIS. In SW it's CRIS. Also no CLUB format.	OSS Attribute / Limitation
7 - Billing	1.16	Deleted reference to ADUF as ADUF is ordered on UNE switching products only. No longer required to provide switching.	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	4.2.4	Escrow Language was added to include state requirement to deposit disputed amounts into escrow accounts.	State-Specific Laws / Regulations
7 - Billing	6.0	RAO Hosting language deleted as language was moved to commercial agreement. Language covering 13-state LEC-carried messages were added to agreement as Section 12, 12a, 12b, 12c and 12d.	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	8.0	Deleted ADUF language as we are no longer required to provide switching.	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	10.0	Deleted ADUF language as we are no longer required to provide switching.	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	11.0	Deleted EODUF language as product is not available in 13 states	State-Specific Laws / Regulations and OSS Attribute / Limitation
7 - Billing	12.0	Deleted language regarding rate true-up and interim rates no longer applicable.	State-Specific Pricing

Attachment 8 -
Poles, Conduits ROW

Attachment	Reference	Language	Rationale
8 - Poles, Conduits and Right-of-Way	General Change	The term "License" was replace with "Occupancy Permit" throughout the entire Attachment	OSS Attribute / Limitation
8 - Poles, Conduits and Right-of-Way	5	<i>Struck:</i> The language associated with costs of producing and mailing copies of records, which are to be paid by Licensee, are on an individual case basis. <i>Replaced with:</i> port-to state language	State-Specific Pricing
8 - Poles, Conduits and Right-of-Way	19	<i>Struck :</i> Fees Charges and Billing <i>Replaced with:</i> port-to state language	State-Specific Pricing

Note: It is AT&T's understanding that this Attachment has been agreed to by the Parties.

Attachment 9
Performance Measures

Attachment	Reference	Language	Rationale
9 - Performance Measures	Entire Attachment	Entire Attachment is stricken and replaced with port-to state language	State-Specific Performance Measures

Attachment 10
Agreement Implementation

Attachment	Reference	Language	Rationale
10 - Agreement Implementation	Entire Attachment	No strikes	NA

Attachment 11
Disaster Recovery

Attachment	Reference	Language	Rationale
11 - Disaster Recovery	Entire Attachment	All stricken	OSS Attribute / Limitation

Attachment	Reference	Language	Rationale
Amendment 1	Entire Attachment	This attachment ported without modifications; replaced by TRRO	State-Specific Laws / Regulations

Amendment 2

Attachment	Reference	Language	Rationale
Amendment 2	Entire attachment	This attachment ported without modifications	NA

Amendment 5

Attachment	Reference	Language	Rationale
Amendment 5	Entire Attachment	This attachment ported without modifications	NA

Amendment 6

Attachment	Reference	Language	Rationale
Amendment 6	Entire Attachment	This attachment ported without modifications	NA

Amendment 7 - TRRO

Attachment	Reference	Language	Rationale
TRRO Amendment	2	Struck language regarding transferring 911 language from Attachment 2 to Attachment 3 because 911 language was already incorporated in that Attachment.	Administrative
	2	Deleted SS7 language from the amendment because SS7 interconnection is not offered as a UNE pursuant to the interconnection agreement. In the port-to state SS7 is offered pursuant to tariff.	State-Specific Laws / Regulations - TRO/TRRO
TRRO Amendment - Exhibit 1	Throughout	Struck references to port-from state rates and replaced with references to port-to state rates	State-Specific Pricing
	Throughout	Replaced "Sprint" with "Sprint CLEC" to clarify that only the CLEC arm of Sprint may purchase UNEs.	Administrative and State-Specific Laws / Regulations
	1.8	Inserted self-certification language for the port-to state. Self-certification and ordering processes are different in port-to state.	OSS Attribute / Limitation and State-Specific Laws / Regulations
	1.10	Added "If Special Construction is involved"	State-Specific Pricing
	1.13.4.1	Changed names to replace "CWINS" with "Wholesale Customer Maintenance Center (WCMC)" to reflect the appropriate name of the port-to state customer care center	Administrative
	2.1.4.6	Replaced "Interconnection web site" with "CLEC Online web site". 13-state unimpaired wire centers are posted on CLEC Online.	Administrative
	2.1.4.7	Replaced reference to Exhibit B rates with reference to the rates in the port-to state pricing schedule.	State-Specific Pricing
	2.1.4.12.2	Replaced subsequent wire center language with port-to state subsequent wire center language. Subsequent transition periods and disputes are handled differently in port-to state.	State-Specific Laws / Regulations and OSS Attribute / Limitation
	2.1.9, 2.1.9.1 and 2.1.9.2	Replaced "Order Coordination (OC) and Order Coordination Time Specific (OC-TS)" with "Coordinated Hot Cuts and Frame Due Time"	OSS Attribute / Limitation
	2.1.10	Deleted table because loop types are not in the port-to state	OSS Attribute / Limitation and State-Specific Pricing
	2.11-2.11.3	Deleted CLEC-to-CLEC Process	OSS Attribute / Limitation
	2.12.-2.12.3	Deleted Bulk Migration Process	OSS Attribute / Limitation
	2.2	Deleted a list of loops	OSS Attribute / Limitation
	2.2.2 and 2.2.3	Replaced loop language to the port-to state generic language.	OSS Attribute / Limitation
	2.2.4	Deleted UVL-SL1 because not available	OSS Attribute / Limitation
	2.3.1.1	Deleted ISDN Digital loop because not available	OSS Attribute / Limitation
	2.3.1.2	Deleted 2-wire ADSL loop	OSS Attribute / Limitation

Amendment 7 - TRRO

Attachment	Reference	Language	Rationale
	2.3.1.5	Replaced 2-wire HDSL loop with DS1 Digital Loop	OSS Attribute / Limitation
	2.3.1.6	Replaced 4-wire HDSL loop with DS3 Digital Loop	OSS Attribute / Limitation
	2.3.7	Deleted 4-Wire Digital loop	OSS Attribute / Limitation
	2.3.8	Replaced DS3 Loop with DS3 Digital Loop	OSS Attribute / Limitation
	2.3.9	Deleted STS-1 Loop due	OSS Attribute / Limitation
	2.3.1	Deleted references to HDSL loops. Not an option in the port-to state.	OSS Attribute / Limitation
	2.3.11	Deleted some retail service names	OSS Attribute / Limitation
	2.4	Deleted port-from state loop types	OSS Attribute / Limitation
	2.5	Replaced Unbundled Loop Modification with port-to state Incremental Removal of Excessive Bridge Tap and or Load Coils (Line Conditioning)	OSS Attribute / Limitation
	2.5.2-2.5.4	Removed loop conditioning language	State-Specific Laws / Regulations
	2.6.1	Deleted reference to "hairpinning". Not an option in the port-to state.	Network Attribute / Technical Limitation
	2.6.1 # 3&4	Removed IDLC language to conform with port-to state process	State-Specific Pricing and OSS Attribute / Limitation
	2.8.4	Replace subloop section with port-to state language	OSS Attribute / Limitation
	2.8.6.4	Deleted language about dark fiber loop rates in Exhibit A. Dark fiber loops are no longer a UNE obligation pursuant to the TRRO.	State-Specific Laws / Regulations - TRO/TRRO and OSS Attribute / Limitation
	2.9.5	Removed some loop names not orderable	OSS Attribute / Limitation
	4.2.3.3	Struck language regarding rates for local switching in Exhibit A. Local switching is no longer a UNE obligation pursuant to the TRO/TRRO.	State-Specific Laws / Regulations - TRO/TRRO
	5.4.2.3.3	Struck language regarding rates for UNE-P in Exhibit A. UNE-P is no longer a UNE obligation pursuant to the TRO/TRRO.	State-Specific Laws / Regulations - TRO/TRRO and OSS Attribute / Limitation
	6.2.7.5	Replaced language stating transition rates for declassified de-listed dedicated transport being set forth in the Exhibit B with reference to the rates in the applicable state Pricing Schedule, plus 15%. Exhibit B rates will not port.	State-Specific Laws / Regulations - TRO/TRRO and State-Specific Pricing
	6.2.7.5	Struck language stating that rates for entrance facilities are set forth in Exhibit A. Entrance facilities are no longer a UNE obligation pursuant to the TRO.	State-Specific Laws / Regulations - TRO/TRRO and State-Specific Pricing
	6.2.7.10	Replaced subsequent wire center language with port-to state subsequent wire center language. Subsequent transition periods and disputes are handled differently in the port-to state.	State-Specific Laws / Regulations - TRO/TRRO and OSS Attribute / Limitation
	6.4.2	Removed "STS-1" due to OSS limitation	OSS Attribute / Limitation
	6.7.4.2	Removed port from state retail offering due to OSS limitations	OSS Attribute / Limitation

Amendment 7 - TRRO

Attachment	Reference	Language	Rationale
	6.9.1.8	Replaced the language stating that transition rates for declassified dark fiber transport being set forth in Exhibit B with reference to the applicable state Pricing Schedule, plus 15%. Exhibit B rates will not port.	State-Specific Laws / Regulations - TRO/TRRO and State-Specific Pricing
	6.9.1.8	Deleted language about rates for dark fiber entrance facilities in Exhibit A. Entrance Facilities are no longer a UNE obligation pursuant to the TRO.	State-Specific Laws / Regulations - TRO/TRRO
	6.9.1.12	Replaced subsequent wire center language with port-to state subsequent wire center language. Subsequent transition periods and disputes are handled differently in port-to state.	State-Specific Laws / Regulations - TRO/TRRO and OSS Attribute / Limitation
	7	Deleted ALI/DMS language because the 911 database is handled differently in the port-to state. It is addressed in "Attachment 3d CLEC 911" in the porting redlines.	OSS Attribute / Limitation and Technical Limitation
	7.3	Deleted PBX Locate language. Not offered in the port-to state.	OSS Attribute / Limitation and State-Specific Pricing