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150 South Monroe Street
Tallahassee, Florida 32301-1556

A. M. Lombardo
Regulatory Vice President

July 16, 1997

970889-TP

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, Florida 32399

Re: Approval of the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. ("BellSouth") and Orlando Business Telephone Systems, Inc. ("OBTS") pursuant to Sections 251, 252 and 271 of the Telecommunications Act of 1996.

Dear Mrs. Bayo:

Pursuant to section 252(e) of the Telecommunications Act of 1996, BellSouth and OBTS are submitting to the Florida Public Service Commission their negotiated agreement for the interconnection of their networks, the unbundling of specific network elements, and the resale of BellSouth's telecommunications services to OBTS. The agreement was negotiated pursuant to sections 251, 252 and 271 of the Act.

Pursuant to section 252(e) of the Act, the Commission is charged with approving or rejecting the negotiated agreement between BellSouth and OBTS within 90 days of its submission. The Commission may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity. Both parties represent that neither of these reasons exist as to the agreement they have negotiated and that the Commission should approve their agreement.

Very truly yours,

Elise R. McCabe

AS
A. M. Lombardo
Regulatory Vice President

DOCUMENT NUMBER DATE

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and Orlando Business Telephone Systems, Inc. ("OBTS"), a Florida corporation, and shall be deemed effective as of June 25, 1997. This agreement may refer to either BellSouth or OBTS or both as a "Party" or "Parties."

WITNESSETH

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

WHEREAS, OBTS is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the state of Florida; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996.

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

1. Purpose

The Parties agree that the rates, terms and conditions contained within this Agreement, including all Attachments, comply and conform with each Parties' obligations under sections 251 and 252 of the Act. The access and interconnection obligations contained herein enable OBTS to provide competing telephone exchange service to residential and business subscribers within the territory of BellSouth. The Parties agree that OBTS will not be considered to have any state within BellSouth's region until such time as it has ordered interconnection facilities for the purposes of providing business and/or residential local exchange service to customers. At that time, this Agreement may be amended to include the other state or states. The term of this Agreement shall remain as set forth in Section III(A) even for any such additional states.

2. Term of the Agreement

2.1 The term of this agreement shall be for two years or until BellSouth's new Standard Interconnection Agreement has been developed and made available to OBTS, whichever ever occurs first. Upon availability of the new Standard Interconnection Agreement, BellSouth will provide it to OBTS and the parties agree to begin the process to transition OBTS to the new Agreement.

2.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement"). The Parties further agree that any such Subsequent Agreement shall be for a term of no less than two (2) years unless the Parties agree otherwise.

2.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 2.2, above, the Parties are unable to satisfactorily negotiate new local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection arrangements pursuant to 47 U.S.C. 252. The Parties agree that, in such event, they shall encourage the Commission to issue its order regarding the appropriate local interconnection arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the local interconnection arrangements without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will be effective retroactive to the day following the expiration date of this Agreement. Until the Subsequent Agreement becomes effective, the Parties shall continue to exchange traffic pursuant to the terms and conditions of this Agreement.

3. Ordering Procedures

Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate.

4. Parity

The services and service provisioning that BellSouth provides OBTS for resale will be at least equal in quality to that provided to BellSouth, or any

BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide OBTS with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable OBTS to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users. BellSouth shall also provide OBTS with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other ALEC. BellSouth will provide number portability to OBTS and their customers with minimum impairment of functionality, quality, reliability and convenience.

5. White Pages Listings

BellSouth shall provide OBTS and their customers access to white pages directory listings under the following terms:

- 5.1 **Listings.** BellSouth or its agent will include OBTS residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between OBTS and BellSouth subscribers.
- 5.2 **Rates.** Subscriber primary listing information in the White Pages shall be provided at no charge to OBTS or its subscribers provided that OBTS provides subscriber listing information to BellSouth at no charge.
- 5.3 **Procedures for Submitting OBTS Subscriber Information.** BellSouth will provide to OBTS a magnetic tape or computer disk containing the proper format for submitting subscriber listings. OBTS will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in the OLEC-to-BellSouth Ordering Guidelines (Facilities Based).
- 5.4 **Unlisted Subscribers.** OBTS will be required to provide to BellSouth the names, addresses and telephone numbers of all OBTS customers that wish to be omitted from directories.
- 5.5 **Inclusion of OBTS Customers in Directory Assistance Database.** BellSouth will include and maintain OBTS subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and OBTS will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

- 5.6 **Listing Information Confidentiality.** BellSouth will accord OBTS's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to OBTS's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 5.7 **Optional Listings.** Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 5.8 **Delivery.** BellSouth or its agent shall deliver White Pages directories to OBTS subscribers at no charge.

6. Bona Fide Request Process for Further Unbundling

BellSouth shall, upon request of OBTS, and to the extent technically feasible, provide to OBTS access to its unbundled elements for the provision of OBTS's telecommunications service. Any request by OBTS for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request process set forth in Attachment 9.

7. Liability and Indemnification

- 7.1 **BellSouth Liability.** BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible OBTS revenues.
- 7.2 **Liability for Acts or Omissions of Third Parties.** Neither BellSouth nor OBTS shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.
- 7.3 **Limitation of Liability.**
- 7.3.1 **Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.**
- 7.3.2 **Limitations in Tariffs.** A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this

Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs on contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

- 7.3.3 Neither BellSouth nor OBTS 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.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.4 Indemnification for Certain Claims. BellSouth and OBTS 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 Agreement 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 Agreement.

7.5 **No liability for Certain Inaccurate Data.** Neither BellSouth nor OBTS assumes any liability for the accuracy of data provided by one Party to the other and each Party 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 Agreement.

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

8. **Intellectual Property Rights and Indemnification**

8.1 **No License.** No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. OBTS 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.

8.2 **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.

8.3 **Indemnification.** The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the

receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

- 8.4 **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:
- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event 5.4.1 or 5.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 8.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 8.6 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.
9. **Treatment of Proprietary and Confidential Information**
- 9.1 **Confidential Information.** It may be necessary for BellSouth and OBTS 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 OBTS shall receive such Information and not disclose such Information. BellSouth and OBTS shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and OBTS with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and OBTS will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information.

- 9.2 Exception to Obligation. Notwithstanding the foregoing, there will be no obligation on BellSouth or OBTS 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 OBTS; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. More Favorable Provisions

- 10.1 The Parties agree that if the Federal Communications Commission ("FCC") or the Commission finds that the terms of this Agreement are inconsistent in one or more material respects with any of its or their respective decisions, rules or regulations, or if the FCC or the Commission preempts the effect of this Agreement, then, in either case, upon such occurrence becoming final and no longer subject to administrative or judicial review, the Parties shall immediately commence good faith negotiations to conform this Agreement to the requirements of any such decision, rule, regulation or preemption. The revised agreement shall have an effective date that coincides with the effective date of the original FCC or Commission action giving rise to such negotiations. The Parties agree that the rates, terms and conditions of any new agreement shall not be applied retroactively to any period prior to such effective date except to the extent that such retroactive effect is expressly required by such FCC or Commission decision, rule, regulation or preemption.
- 10.2 In the event that BellSouth, either before or after the effective date of this Agreement, enters into an agreement with any other telecommunications carrier (an "Other Interconnection Agreement") which provides for the provision within a particular state covered under this Agreement of any of the arrangements covered by this Agreement to be provided in a

particular state upon rates, terms or conditions that differ in any material respect from the rates, terms and conditions for such arrangements set forth in this Agreement ("Other Terms"), then except as provided in Section 10.6, BellSouth shall be deemed thereby to have offered such arrangements to OBTS for that state upon such Other Terms, which OBTS may accept as provided in Section 10.5. In the event that OBTS accepts such offer, such Other Terms shall be effective between BellSouth and OBTS as of the date on which OBTS accepts such offer.

10.3 In the event that after the effective date of this Agreement the FCC or the Commission enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section 10.6, BellSouth shall be deemed to have offered such arrangements in that state to OBTS upon such Other Terms, which OBTS may accept as provided in Section 10.5. In the event that OBTS accepts such offer, such Other Terms shall be effective between BellSouth and OBTS as of the date on which OBTS accepts such offer.

10.4 In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section 11.6, BellSouth shall be deemed thereby to have offered such arrangements in that state to OBTS upon such Other Terms, which OBTS may accept as provided in Section 11.5. In the event that OBTS accepts such offer, such Other Terms shall be effective between BellSouth and OBTS as of the date on which OBTS accepts such offer.

10.5. In the event that BellSouth is deemed to have offered OBTS the arrangements covered by this Agreement upon Other Terms, OBTS in its sole discretion may accept such offer as follows; provided, however, that the terms of this Agreement, other than those affected by the Other Terms accepted by OBTS, shall remain in full force and effect:

10.5.1 OBTS may accept such Other Terms in their entirety; or

10.5.2 OBTS may accept the Other Terms that directly relate to any of the following arrangements as a whole:

- 10.5.2.1 Local interconnection;
 - 10.5.2.2 InterLATA and IntraLATA toll traffic interconnection;
 - 10.5.2.3 Unbundled access to network elements, which include: local loops, network interface devices, switching capability, interoffice transmission facilities, signaling networks and call-related databases, operations support systems functions, operator services and directory assistance, and any elements that result from subsequent bona fide requests;
 - 10.5.2.4 Access to poles, ducts, conduits and rights-of-way;
 - 10.5.2.5 Access to 911/E911 emergency network;
 - 10.5.2.6 Collocation; or
 - 10.5.2.7 Access to telephone numbers.
- 10.6. **Corrective Payment.** In the event that BellSouth and OBTS revise this Agreement pursuant to Section 10.1 or OBTS accepts a deemed offer of Other Terms pursuant to Section 10.5, then BellSouth or OBTS, as applicable, shall make a corrective payment to the other Party to correct for the difference between the rates set forth herein and the rates in such revised agreement or Other Terms for substantially similar services for the period from the effective date of such revised agreement or Other Terms until the date that the Parties execute such revised agreement or OBTS accepts such Other Terms, plus simple interest at a rate equal to the thirty (30) day commercial paper rate for high-grade, unsecured notes sold through dealers by major corporations in multiples of \$1,000.00 as regularly published in The Wall Street Journal.

11. **Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

12. **Resolution of Disputes**

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

13. Limitation of Use

The Parties agree that this Agreement shall not be offered by either Party in another jurisdiction as evidence of any concession or as a waiver of any position taken by the other Party in that jurisdiction or for any other purpose.

14. Taxes

14.1 Definition. For purposes of this Section 14, 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.

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

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

14.2.2 Taxes and fees imposed on the purchasing Party, which are not required to be collected and/or remitted by the providing Party, shall be borne and paid by the purchasing Party.

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

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

- 14.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 14.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 14.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 14.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 14.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 14.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) 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.

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

14.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.

14.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.

14.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, 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.

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

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

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

are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

14.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

15. Force Majeure

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

16. Modification, Amendment or Supplement

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

17. Waivers

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

18. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida, without regard to its conflict of laws principles.

19. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties and reflects the conclusion of the undersigned that this Agreement is in the best interests of all Parties.

20. **Notices**

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

BellSouth Telecommunications, Inc.

OLEC Account Team
Room E4E1
3535 Colonnade Parkway
Birmingham, Alabama 35243

and

General Attorney - COU
Suite 4300
675 W. Peachtree St.
Atlanta, GA 30375

Orlando Business Telephone Systems, Inc.

Steve Argalas
4558 S.W. 35th Street
Suite 100
Orlando, Florida 32811

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

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

21. **Rule of Construction**

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

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

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

23. **Multiple Counterparts**

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

24. **Entire Agreement**

This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in

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

BellSouth Telecommunications, Inc.

[Handwritten Signature]
Signature

Director
Title

06/25/97
Date

Orlando Business Telephone
Systems, Inc.

[Handwritten Signature]
Signature

CEO
Title

6/27/97
Date

6/25/97

Definitions

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

Centralized Message Distribution System is the BellCore administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Record (EMR) formatted data among host companies.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Record (EMR) format exchanged from BellSouth to an OLEC.

Exchange Message Record is the nationally administered standard format for the exchange of data among Exchange Carriers within the telecommunications industry.

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

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

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

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

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

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

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

Percent of Interstate Usage (PIU) is 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 "non-intermediary" minutes of use, including interstate minutes of use that are forwarded due to service provider number portability less any interstate minutes of use for Terminating Party Pays services, such as 800 Services. The denominator includes all "non-intermediary", local, interstate, intrastate, toll and access minutes of use adjusted for service provider number portability less all minutes attributable to terminating Party pays services.

Percent Local Usage (PLU) 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.

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

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

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

Signaling links are dedicated transmission paths carrying signaling messages between carrier switches and signaling networks. Signal Link Transport is a set of two or four dedicated 56 kbps transmission paths between OBTS designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

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

RESALE

BellSouth shall provide retail telecommunications services for resale by OBTS under the following terms:

1. **Availability of Services for Resale**

- 1.1 **Resold Services.** OBTS may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.
- 1.2 **Right to Appeal.** BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this Attachment and subject to the exclusions and limitations set forth in Exhibit B to this Attachment. BellSouth does not however waive its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. BellSouth reserves the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the Parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.
- 1.3 **Additional Requirements and Guidelines.** The following requirements and guidelines shall apply to OBTS's use of resold services:
- 1.3.1 **Administrative Use of Resold Services.** OBTS may not purchase resold services at the wholesale rate for its own use.
- 1.3.2 **Joint Undertaking.** The provision of services by the Company to OBTS does not constitute a joint undertaking for the furnishing of any service.
- 1.3.3 **Joint Marketing Restriction.** Resale is subject to the interLATA joint marketing restriction contained in Section 271(e)(1) of the Act.
- 1.3.4 **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.

2. Application of Discounts

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

2.2 **Discount Restrictions.** 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.

2.2.1 **Messaging Services.** BellSouth's messaging services may be made available for resale subject to the execution of BellSouth's Messaging Agreement and without the wholesale discount.

2.2.2 **Inside Wire Maintenance.** BellSouth's Inside Wire Maintenance Plans may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

3. Compliance with Tariff Conditions

Where applicable and in compliance with an effective Commission order, resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of the Company in the appropriate section of the Company's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Cross-class selling is prohibited.

4. Quality of Resold Services

The services and service provisioning that BellSouth provides OBTS 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 OBTS 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 OBTS with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable OBTS to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users.

5. BellSouth Interaction with OBTS Customers

5.1 Interaction with OBTS Customers. When interacting with OBTS resale customers on behalf of a OBTS, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of OBTS customers with BellSouth customers. BellSouth will use generic leave behind cards with OBTS customers at no charge. BellSouth will use OBTS-branded leave behind cards provided that OBTS-branded leave behind cards are the same size as BellSouth cards, that the OBTS compensates BellSouth for all incurred costs and does not hold BellSouth liable for leaving the incorrect card.

5.2 BellSouth's Marketing of Services. BellSouth may serve directly any end user within the service area of OBTS. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of OBTS.

6. Transfer of Service

6.1 Transfer of BellSouth Customers. BellSouth will implement OBTS requests to disconnect the service of a BellSouth end user and transfer that customer's service to the OBTS. BellSouth will also accept requests directly from an end user for conversion of service from OBTS to BellSouth or will accept a request from another ALEC for conversion of the end user's service from OBTS to the other ALEC. BellSouth will notify OBTS that it has implemented such requests. BellSouth will not require end user confirmation prior to transferring an end user's service. OBTS must, however, provide proof of authorization upon request.

6.2 Primary Interexchange and Toll Carrier Selection. BellSouth will implement requests from OBTS to change their end user's primary interexchange carrier or intraLATA toll carrier.

6.3 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 an Unauthorized 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.

7. Notice of Changes Affecting Resold Services

BellSouth shall provide OBTS reselling BellSouth retail services with forty-five (45) days notice of price changes and forty-five (45) days notice

of changes to resold service(s). To the extent that revisions occur between the time BellSouth notifies OBTS of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify OBTS of such revisions consistent with its internal notification process. OBTS may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. OBTS may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

8. **BellSouth Contact with OBTS**

8.1 **Customer of Record.** OBTS will be the customer of record for all retail services purchased from BellSouth. Except as specified in this Agreement, BellSouth will take orders from, bill and expect payment from OBTS for all services.

8.2 **Single Point of Contact.** OBTS will be BellSouth's single point of contact for all retail services purchased, including all ordering activities and repair calls. For all repair requests, OBTS must adhere to BellSouth's prescreening guidelines prior to referring troubles to BellSouth. BellSouth may bill OBTS for troubles that are found not to be in the BellSouth network. BellSouth may contact OBTS's customers if it deems such contact necessary for maintenance purposes. BellSouth will have no other contact with OBTS end users, except as provided herein.

8.3 **Contact Numbers.** The Parties agree to provide one another with toll-free contact numbers for the maintenance and installation of services.

9. **Maintenance of BellSouth Facilities and Equipment**

BellSouth facilities and equipment used to provide OBTS-resold services will be maintained by BellSouth. OBTS 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. OBTS will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

10. **Billing and Collection Services**

This Agreement does not provide for billing and collection services. OBTS requests for billing and collection services should be referred to the appropriate entity or operational group within BellSouth.

11. **Customer Record Information**

11.1 **Provision of Customer Record Information.** BellSouth shall provide customer record information to OBTS provided OBTS has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via US mail, fax, or by electronic interface; however, BellSouth will provide customer record information via US mail or fax on an interim basis only.

11.2 **Compensation.** OBTS agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to OBTS. OBTS will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

12. **Audit of Services**

BellSouth reserves the right to periodically audit services purchased by OBTS for the purposes of resale to confirm that such services are being utilized in conformity with this Agreement and BellSouth's tariffs. OBTS 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 Agreement or BellSouth's tariffs, OBTS shall be notified and billing for the service will be immediately changed to conform with this Agreement and BellSouth's tariffs. Service charges, back billing and interest may be applied.

APPLICABLE WHOLESALE DISCOUNTS

The telecommunications services available for purchase by OBTS for the purposes of resale to OBTS end users shall be available at the following discount off of the retail rate.

<u>STATE</u>	<u>RESIDENCE</u>	<u>DISCOUNT</u>	<u>BUSINESS</u>
FLORIDA	21.83%		16.81%

**Attachment 1
Exhibit B**

Type of Service	FL	
	Resale?	Discount?
1 Grandfathered Services	Yes	Yes
2 Contract Service Arrangements	Yes	Yes
3 Promotions - > 90 Days	Yes	Yes
4 Promotions - < 90 Days	Yes	No
5 Lifeline/Link Up Services	Yes	Yes
6 911/E911 Services	Yes	Yes
7 N11 Services	Yes	Yes
8 Non-Recurring Charges	Yes	Yes

Additional Comments:

- 1 Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services.
- 4 In Louisiana and Mississippi, all Contract Service Arrangements entered into by BellSouth or terminating after the effective date of the Commission Order will be subject to resale without the wholesale discount. All CSAs which are in place as of the effective date of the Commission order will not be eligible for resale.

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

- 1.1 BellSouth shall, upon request of OBTS, and to the extent technically feasible, provide to OBTS access to its unbundled network elements for the provision of OBTS's telecommunications service.
- 1.2 Where required as a result of and in compliance with an effective Commission order, BellSouth will allow OBTS to combine network elements in any technically feasible manner. However, if network elements are used to create services identical to BellSouth's retail offerings, the prices charged for the rebundled services shall be computed as BellSouth's retail prices less the applicable wholesale discount and offered under the same terms and conditions as apply to the BellSouth retail service involved. Identical services are services provided by OBTS that do not use its own switching or other functionality or capability together with BellSouth unbundled elements in order to produce the OBTS service. Operator Services shall not be considered a functionality or capability for this purpose.
- 1.3 Where BellSouth offers to OBTS, as a result of an effective Commission order, a combination of network elements priced as individual unbundled network elements, the following product combination will be made available. All other requests for unbundled element combinations will be evaluated via the Bona Fide Request Process, as described in Attachment 9.
- 1.3.1 2-Wire Analog Loop with 2-Wire Analog Port - Residence
- 1.3.2 2-Wire Analog Loop with 2-Wire Analog Port - Business
- 1.3.3 2-Wire Analog Loop with 2-Wire Analog Port - PBX
- 1.3.4 2-Wire Analog Loop with 2-Wire DID or 4-Wire DID
- 1.4 BellSouth will conform to the technical references contained in this Attachment 2 to the extent these requirements are implemented by equipment vendors and consistent with the software generic releases purchased and installed by BellSouth.

2. Loop

BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

2.1 Definition of Unbundled Local Loop

2.1.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF, DSX, LGX or DCS in a central office or similar environment up to the termination at the NID at the customer's premise. Each unbundled loop will be provisioned with a NID.

2.1.2 The provisioning of service to a customer will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in co-located space. These cables and cross-connections are considered a separate element.

2.2 Technical Requirements

2.2.1 Services supported by the loop will include POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, Nx 64 kb/s, and DS1/DS3 and SONET private lines.

2.2.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.2.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by OBTS will be consistent with industry standards.

2.2.1.2 In some instances, OBTS will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that OBTS can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. OBTS will determine the type of service that will be provided over the loop. In some cases, OBTS may be required to pay additional charges for the removal of certain types of equipment.

2.2.2 The loop shall be provided to OBTS in accordance with the following Technical References:

2.2.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

2.2.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.

- 2.2.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
- 2.2.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.2.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.
- 2.2.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987.
- 2.2.2.7 Bellcore TR-NWT-000303, Integrated Digital Loop Carrier System Generic Requirements, Objectives and Interface, Issue 2, December 1992; Rev.1, December 1993; Supplement 1, December 1993.
- 2.2.2.8 Bellcore TR-TSY-000673, Operations Systems Interface for an IDLC System, (LSSGR) FSD 20-02-2100, Issue 1, September 1989.

3. **Integrated Digital Loop Carriers**

Where BellSouth uses Integrated Digital Loop Carrier (IDLCs) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit OBTS to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide OBTS with the capability to serve end users at the same level BellSouth provides its customers.

4. **Sub-loop Elements**

Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to the sub-loop elements composed of two distinct component parts: a network interface device and distribution media and pursuant to the following terms and conditions and at the rates set forth in Attachment 11:

4.1 **Network Interface Device**

4.1.1 **Definition**

- 4.1.1.1 The Network Interface Device (NID) is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line or circuit. The fundamental function of the NID is to establish the official network demarcation point between a carrier and its end-user customer. The NID features two independent chambers or divisions which separate the service provider's network from the customer's inside wiring. Each chamber or division contains the appropriate connection

points or posts to which the service provider, and the end-user customer each make their connections. The NID provides a protective ground connection, and is capable of terminating cables such as twisted pair cable.

4.1.2 **Technical Requirements**

4.1.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.

4.1.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.

4.1.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.

4.1.2.4 The NID shall be capable of withstanding all normal local environmental variations.

4.1.2.5 Where feasible, the NID shall be physically accessible to OBTS designated personnel. In cases where entrance to the customer premises is required to give access to the NID, OBTS shall obtain entrance permission directly from the customer.

4.1.2.6 BellSouth shall offer the NID together with the Distribution Media component of unbundled sub-loop.

4.1.3 **Interface Requirements**

4.1.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.

4.1.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:

4.1.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";

4.1.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

4.1.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";

- 4.1.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and
- 4.1.3.2.5 Bellcore Technical Requirement TR-NWT-000133 "Generic Requirements for Network Inside Wiring."
- 4.2 **Distribution Media**
- 4.2.1 **Definition**
- 4.2.1.1 Distribution Media provides connectivity between the NID component of unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.
- 4.2.1.2 The Distribution Media may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If OBTS requires a copper twisted pair Distribution Media in instances where the Distribution Media for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to OBTS.
- 4.2.2 **Requirements for All Distribution Media**
- 4.2.2.1 Distribution Media shall transmit all signaling messages or tones. Where the Distribution Media includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution Media at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.
- 4.2.2.2 Distribution Media shall support functions associated with provisioning, maintenance and testing of the Distribution Media itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.
- 4.2.2.3 Distribution Media shall be equal to or better than all of the applicable requirements set forth in the following technical references:
 - 4.2.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and
 - 4.2.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."

4.2.3 Interface Requirements

4.2.3.1 Distribution Media shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

4.2.3.1.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;

4.2.3.1.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;

4.2.3.1.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";

4.2.3.1.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

5. Loop Concentration Systems

BellSouth will provide to OBTS unbundled loop concentration. Loop concentration systems in the central office concentrate the signals transmitted over local loops. Unbundled loop concentration will allow up to 96 loops to be concentrated onto multiple DS1s. Rates for concentration are as set forth in Attachment 11.

6. Local Switching

BellSouth agrees to offer access to local switching pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

6.1 Definition

6.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier,

intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to OBTS's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and OBTS shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

- 6.1.2 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to OBTS purchasing unbundled local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. OBTS customers may use the same dialing arrangements as BellSouth customers, but obtain an OBTS branded service.

6.2 Technical Requirements

- 6.2.1 The requirements set forth in this Section 5.2 apply to Local Switching, but not to the Data Switching function of Local Switching.
- 6.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).
- 6.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 6.2.1.3 Subject to sections 5.1.1 and 5.1.2, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by OBTS will be made pursuant to the Bona Fide Request Process of Attachment 9.

- 6.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 6.2.1.5 BellSouth shall activate service for an OBTS customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to OBTS's services without loss of switch feature functionality as defined in this Agreement.
- 6.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 6.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 6.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 6.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 6.2.1.10 Special Services provided by BellSouth will include the following:
 - 6.2.1.10.1 Essential Service Lines;
 - 6.2.1.10.2 Telephone Service Prioritization;
 - 6.2.1.10.3 Related services for handicapped;
 - 6.2.1.10.4 Soft dial tone where required by law; and
 - 6.2.1.10.5 Any other service required by law.
- 6.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).
- 6.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.

- 6.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to OBTS, upon a reasonable request from OBTS.
- 6.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:
 - 6.2.1.14.1 Basic and primary rate ISDN;
 - 6.2.1.14.2 Residential features;
 - 6.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 6.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 6.2.1.14.5 Advanced intelligent network triggers supporting OBTS and BellSouth service applications.
BellSouth shall offer to OBTS all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
 - 6.2.1.14.5.1 Off-Hook Immediate
 - 6.2.1.14.5.2 Off-Hook Delay
 - 6.2.1.14.5.3 Termination Attempt
 - 6.2.1.14.5.4 6/10 Public Office Dialing Plan
 - 6.2.1.14.5.5 Feature Code Dialing
 - 6.2.1.14.5.6 Customer Dialing Plan
 - 6.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to OBTS:
 - 6.2.1.14.6.1 Private EAMF Trunk
 - 6.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
 - 6.2.1.14.6.3 N11
 - 6.2.1.14.6.4 Automatic Route Selection

- 6.2.1.15 Where capacity exists, BellSouth shall assign each OBTS customer line the class of service designated by OBTS (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from OBTS customers to OBTS directory assistance operators at OBTS's option.
- 6.2.1.16 Where capacity exists, BellSouth shall assign each OBTS customer line the class of services designated by OBTS (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from OBTS customers to OBTS operators at OBTS's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an OBTS Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 6.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:
- 6.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
- 6.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
- 6.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
- 6.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.
- 6.2.2 **Interface Requirements**
- 6.2.2.1 BellSouth shall provide the following interfaces to loops:
- 6.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 6.2.2.3 Coin phone signaling;
- 6.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;
- 6.2.2.5 Two-wire analog interface to PBX;
- 6.2.2.5.1 Four-wire analog interface to PBX;

- 6.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 6.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
- 6.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 6.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 6.2.2.10 BellSouth shall provide access to the following but not limited to:
- 6.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by OBTS;
- 6.2.2.12 Interface to OBTS operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 6.2.2.13 Interface to OBTS directory assistance services through the OBTS switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other OBTS required access to interexchange carriers as requested through appropriate trunk interfaces.

7. Transport

BellSouth agrees to offer access to unbundled transport including Shared Transport, Dedicated Transport, Tandem Switching and Digital Cross Connect System pursuant to following terms and conditions and at the rates set forth in Attachment 11.

7.1 **Definition of Shared Transport**

Shared Transport is an interoffice transmission path between BellSouth Network Elements. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Shared Transport. Shared Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

7.2 **Technical Requirements**

- 7.2.1 Shared Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

- 7.2.2 Shared Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, Shared Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.
- 7.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.
- 7.2.4 At a minimum, Shared Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):
 - 7.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
 - 7.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 7.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
 - 7.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description Including Multiplex Structure, Rates and Formats;
 - 7.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
 - 7.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
 - 7.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
 - 7.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
 - 7.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;

- 7.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 7.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 7.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 7.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 7.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 7.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 7.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 7.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 7.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 7.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 7.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 7.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 7.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 7.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

- 7.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 7.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 7.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 7.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 7.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 7.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

8. **Dedicated Transport**

8.1 **Definition**

- 8.1.1 Dedicated Transport is an interoffice transmission path between BellSouth central offices unbundled from local switching.
- 8.1.2 BellSouth shall offer Dedicated Transport in each of the following ways:
 - 8.1.2.1 As capacity on a shared facility.
 - 8.1.2.2 As a circuit (e.g., DS0, DS1, DS3) dedicated to OBTS.
- 8.1.3 When Dedicated Transport is provided as a system it shall include:
 - 8.1.3.1 Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;
 - 8.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

8.2 **Technical Requirements**

- This Section sets forth technical requirements for all Dedicated Transport.
- 8.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to OBTS designated traffic.

- 8.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.
- 8.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 8.2.4 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 8.2.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 8.2.5.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);
- 8.2.5.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);
- 8.2.5.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an OBTS service node.
- 8.2.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 8.2.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to OBTS's architectural requirements. This includes, but is not limited to:
1. Facility routing and termination points,
 2. Interface selection among those available on the system,
 3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.

- 8.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
- 8.3.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
 - 8.3.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 8.3.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
 - 8.3.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
 - 8.3.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
 - 8.3.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
 - 8.3.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
 - 8.3.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
 - 8.3.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
 - 8.3.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
 - 8.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
 - 8.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

9. **Tandem Switching**

9.1 **Definition**

Tandem Switching is the function that establishes a communications path between two switching offices through a third switching office (the tandem switch).

9.2 Technical Requirements

- 9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
- 9.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 9.2.1.2 Tandem Switching will provide screening as jointly agreed to by OBTS and BellSouth;
- 9.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability
- 9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by OBTS;
- 9.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, Dial Pulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 9.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 9.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.
- 9.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 9.2.4 Tandem Switching shall preserve CLASS/CLASS features and Caller ID as traffic is processed.

- 9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by OBTS. Tandem Switching will provide recording of all billable events as jointly agreed to by OBTS and BellSouth.
- 9.2.6 Upon a reasonable request from OBTS, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to OBTS.
- 9.2.7 BellSouth shall maintain OBTS's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 9.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 9.2.9 Tandem Switching shall route calls to BellSouth or OBTS endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by OBTS, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by OBTS and BellSouth. Such plans shall meet OBTS requirements for routing calls through the local network.
- 9.2.10 Tandem Switching shall process originating toll-free traffic received from a C. EC local switch.
- 9.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 9.3 **Interface Requirements**
- 9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 9.3.4 Tandem Switching shall interconnect with OBTS's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or

intraLATA carriers. At OBTS's request, Tandem Switching shall record and keep records of traffic for billing.

9.3.5 Tandem Switching shall provide an alternate final routing pattern for OBTS traffic overflowing from direct end office high usage trunk groups.

9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to OBTS) each of the requirements for Tandem Switching set forth in the following technical references:

9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;

9.4.2 GR-905-CORE covering CCSNIS;

9.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

9.5 **Digital Cross-Connect System (DCS)**

9.5.1 **Definition**

9.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

9.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.

9.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.

9.6 **DCS Technical Requirements**

9.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by OBTS.

9.6.2 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.

9.6.3 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.

9.6.4 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.

9.6.5 BellSouth shall provide various types of Digital Cross-Connect Systems including:

9.6.5.1 DS0 cross-connects (typically termed DCS 1/0);

9.6.5.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);

9.6.5.3 DS3 cross-connects (typically termed DCS 3/3);

9.6.5.4 STS-1 cross-connects; and

9.6.5.5 Other technically feasible cross-connects designated by OBTS.

9.6.6 DCS shall continuously monitor protected circuit packs and redundant common equipment.

9.6.7 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.

9.6.8 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.

9.6.9 BellSouth shall make available to OBTS spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.

- 9.6.10 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).
- 9.6.11 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.
- 9.6.12 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. OBTS may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.
- 9.6.13 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by OBTS.
- 9.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by OBTS.
- 9.7 **DCS Interface Requirements**
- 9.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.
- 9.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.
- 9.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or

higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and , ITU standards.

- 9.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI and , ITU , standards.
- 9.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:
- 9.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 9.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 9.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 9.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 9.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 9.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 9.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 9.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 9.8.9 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 9.8.10 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

- 9.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 9.8.12 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 9.8.13 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 9.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 9.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 9.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 9.8.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 9.8.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and
- 9.8.19 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

10. **Operator Systems**

BellSouth agrees to offer access to operator systems pursuant to the terms and conditions following and at the rates set forth in Attachment 11.

10.1 **Definition**

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, customer telephone listings and optional call completion services. The Operator Systems, Network Element provides two types of functions: Operator Service functions and Directory Assistance Service functions, each of which are described in detail below.

10.2 **Operator Service**

10.2.1 **Definition**

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and manual credit card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

10.2.2 Requirements

10.2.2.1 When OBTS requests BellSouth to provide Operator Services, the following requirements apply:

10.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

10.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

10.2.2.1.3 BellSouth shall complete calls that are billed to OBTS customer's calling card that can be validated by BellSouth.

10.2.2.1.4 BellSouth shall complete person-to-person calls.

10.2.2.1.5 BellSouth shall complete collect calls.

10.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.

10.2.2.1.7 BellSouth shall complete station-to-station calls.

10.2.2.1.8 BellSouth shall process emergency calls.

10.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.

10.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.

10.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

10.2.2.2 BellSouth shall adhere to equal access requirements, providing OBTS local customers the same IXC access as provided to BellSouth customers.

10.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to OBTS that BellSouth provides for its own operator service.

10.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

10.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by OBTS.

10.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to OBTS in accordance with the time schedule designated by OBTS.

10.2.3 **Interface Requirements:**

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of OBTS, the interface requirements shall conform to the then current established system interface specifications for the platform used to provide Operator Service and the interface shall conform to industry standards.

10.3 **Directory Assistance Service**

10.3.1 **Definition**

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.

10.3.2 **Requirements**

10.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by OBTS's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, OBTS may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

10.3.2.2 **Directory Assistance Service Updates**

10.3.2.2.1 BellSouth shall update customer listings changes daily. These changes include:

10.3.2.2.1.1 New customer connections: BellSouth will provide service to OBTS that is equal to the service it provides to itself and its customers;

10.3.2.2.1.2 Customer disconnections: BellSouth will provide service to OBTS that is equal to the service it provides to itself and its customers; and

10.3.2.2.1.3 Customer address changes: BellSouth will provide service to OBTS that is equal to the service it provides to itself and its customers;

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

11. **Signaling**

BellSouth agrees to offer access to unbundled signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Attachment 11. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

11.1 **Definition of Signaling Link Transport**

Signaling Link Transport is a set of two or four dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.

11.2 **Technical Requirements**

- 11.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.

- 11.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:

- 11.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and

- 11.2.2.2 As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

- 11.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:

- 11.2.3.1 An A-link layer shall consist of two links.

- 11.2.3.2 A D-link layer shall consist of four links.

- 11.2.4 A signaling link layer shall satisfy a performance objective such that:

- 11.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and

11.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a D-link layer.

11.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

11.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

11.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a D-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

11.3 Interface Requirements

11.3.1 There shall be a DS1 (1.544 Mbps) interface at the OBTS-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

12. Signaling Transfer Points (STPs)

12.1 **Definition** - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPSs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

12.2 Technical Requirements

12.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:

12.2.1.1 BellSouth Local Switching or Tandem Switching;

12.2.1.2 BellSouth Service Control Points/DataBases;

12.2.1.3 Third-party local or tandem switching

12.2.1.4 Third-party-provided STPSs.

12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (i.e., transient messages).

When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

- 12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an OBTS local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between OBTS local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.
- 12.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
- 12.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
- 12.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
- 12.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a OBTS or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a OBTS database, then OBTS agrees to provide BellSouth with the Destination Point Code for the OBTS database.
- 12.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

- 12.2.6.1 MTP Routing Verification Test (MRVT) and
- 12.2.6.2 SCCP Routing Verification Test (SRVT).
- 12.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an OBTS or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by OBTS and BellSouth.
- 12.2.8 STPs shall be on parity with BellSouth.
- 12.2.9 SS7 Advanced Intelligent Network (AIN) Access**
- 12.2.9.1 When technically feasible and upon request by OBTS, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the OBTS SS7 network to exchange TCAP queries and responses with an OBTS SCP.
- 12.2.9.2 SS7 AIN Access shall provide OBTS SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and OBTS SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the OBTS SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 12.3 Interface Requirements**
- 12.3.1 BellSouth shall provide the following STPs options to connect OBTS or OBTS-designated local switching systems or STPs to BellSouth SS7 network:
 - 12.3.1.1 An A-link interface from OBTS local switching systems; and,
 - 12.3.1.2 A D-link interface from OBTS local STPs.

- 12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 12.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting OBTS local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and OBTS will work jointly to establish mutually acceptable SPOIs.
- 12.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and OBTS will work jointly to establish mutually acceptable SPOIs.
- 12.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
- 12.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 12.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 12.3.6 **Message Screening**
- 12.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from OBTS local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the OBTS switching system has a legitimate signaling relation.
- 12.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from OBTS local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the OBTS switching system has a legitimate signaling relation.

- 12.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from OBTS from any signaling point or network interconnected through BellSouth's SS7 network where the OBTS SCP has a legitimate signaling relation.
- 12.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 12.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 12.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 12.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 12.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 12.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 12.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 12.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
 - 12.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 13. **Service Control Points/DataBases**
 - 13.1 **Definition**
 - 13.1.1 **Databases** are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a

particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

- 13.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 13.2 **Technical Requirements for SCPs/Databases**
- Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to OBTS in accordance with the following requirements.
- 13.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 13.2.4 **Database Availability**
- Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 13.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for OBTS customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.3 Local Number Portability Database

13.3.1 Definition

The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. PNP is currently being worked in industry forums. The results of these forums will dictate the industry direction of PNP. BellSouth agrees to provide access to the PNP database at rates, terms and conditions as set forth by BellSouth and in accordance with an effective FCC or Commission directive.

13.4 Line Information Database (LIDB):

BellSouth will store in its LIDB only records relating to service in the BellSouth region.

13.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with customer Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number base 1 non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

13.4.2 Technical Requirements:

BellSouth will offer to OBTS any additional capabilities that are developed for LIDB during the life of this Agreement.

13.4.2.1 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable OBTS to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-OBTS dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.

13.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable OBTS to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and OBTS dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.

- 13.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable OBTS to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.
- 13.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for OBTS's customer records in LIDB:
- 13.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and
- 13.4.2.4.2 Calling Card Validation: If OBTS chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for OBTS customer data in the LIDB.
- 13.4.2.5 BellSouth shall process OBTS's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to OBTS what additional functions (if any) are performed by LIDB in the BellSouth network.
- 13.4.2.6 Within two (2) weeks after a request by OBTS, BellSouth shall provide OBTS with a list of the customer data items which OBTS would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 13.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 13.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 13.4.2.10 BellSouth shall provide OBTS with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with OBTS customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete)

NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with OBTS customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to OBTS. In the interim, BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).

- 13.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.
- 13.4.2.12 All additions, updates and deletions of OBTS data to the LIDB shall be solely at the direction of OBTS. Such direction from OBTS will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 13.4.2.13 BellSouth shall provide priority updates to LIDB for OBTS data upon OBTS's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 13.4.2.14 BellSouth shall provide OBTS with the capability to directly obtain, through an electronic interface, reports of all OBTS data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of OBTS data in LIDB.
- 13.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of OBTS customer records will be missing from LIDB, as measured by OBTS audits. BellSouth will audit OBTS records in LIDB against DBAS to identify record mis-matches and provide this data to a designated OBTS contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to OBTS within one business day of audit. Once reconciled records are received back from OBTS, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact OBTS to negotiate a time frame for the updates, not to exceed three business days.

13.4.2.16 BellSouth shall perform backup and recovery of all of OBTS's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

13.4.2.17 BellSouth shall provide to OBTS access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to OBTS when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:

- Calling Card Queries
- Billed Number Screening Queries
- Calling Card Successful
- Calling Card Denied
- Calling Card CCAN Service Denied
- Calling Card Pin Match Field
- Calling Card Record Not Found
- Billed Number Screening Successful
- Billed Number Screening Not Found
- Group Not Found
- INS/C Processing Indicator Not Enabled
- Group Status/Nonparticipating

As additional LIDB measurements and reports become available, such measurements and reports also will be provided to OBTS.

13.4.2.18 BellSouth shall provide OBTS with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reasonable time period as negotiated between OBTS and BellSouth.

13.4.2.19 BellSouth shall prevent any access to or use of OBTS data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by OBTS in writing.

13.4.2.20 BellSouth shall provide OBTS performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by OBTS at least at parity with BellSouth Customer Data. BellSouth shall obtain from OBTS the screening information associated with LIDB Data Screening of OBTS data in accordance with

this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to OBTS under the Bona Fide Request process of Attachment 9.

13.4.2.21 BellSouth shall accept queries to LIDB associated with OBTS customer records, and shall return responses in accordance with industry standards.

13.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.

13.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.

13.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.

13.4.3 Interface Requirements

BellSouth shall offer LIDB in accordance with the requirements of this subsection.

13.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.

13.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

13.4.3.3 The LIDB Data Base interpretation of the ANSI-TCAP messages shall comply with the technical reference herein. Global Title Translation shall be maintained in the signaling network in order to support signaling network routing to the LIDB.

13.5 Toll Free Number Database

The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:

13.5.1 Technical Requirements

13.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for OBTS to query with a toll-free number and originating information.

13.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.

13.5.1.3 The SCP shall also provide, at OBTS's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV-002275, Issue 2, (Bellicore, April 1994)) as are available to BellSouth. These may include but are not limited to:

13.5.1.3.1 Network Management;

13.5.1.3.2 Customer Sample Collection; and

13.5.1.3.3 Service Maintenance

13.6 Automatic Location Identification/Data Management System (ALI/DMS)

The ALI/DMS Database contains customer information (including name, address, telephone information, and sometimes special information from the local service provider or customer) used to determine to which Public Safety Answering Point (PSAP) to route the call. The ALI/DMS database is used to provide more routing flexibility for E911 calls than Basic 911. BellSouth shall provide the Emergency Services Database in accordance with the following:

13.6.1 Technical Requirements

13.6.1.1 BellSouth shall offer OBTS a data link to the ALI/DMS database or permit OBTS to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to OBTS immediately after OBTS inputs information into the ALI/DMS database. Alternately, OBTS may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.

13.6.1.2 The ALI/DMS database shall contain the following customer information:

13.6.1.2.1 Name;

13.6.1.2.2 Address;

13.6.1.2.3 Telephone number; and

13.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).

- 13.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless OBTS requests otherwise and shall be updated if OBTS requests, provided OBTS supplies BellSouth with the updates.
- 13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 13.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 13.6.2 **Interface Requirements***
The interface between the E911 Switch or Tandem and the ALI/DMS database for OBTS customers shall meet industry standards.
- 13.7 **Directory Assistance Database**
BellSouth shall make its directory assistance database available to OBTS in order to allow OBTS to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide OBTS with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by OBTS and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and OBTS telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.
- 13.8 **Calling Name Database.** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.
- 13.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
- 13.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

- 13.9.2 **GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);**
- 13.9.3 **GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);**
- 13.9.4 **GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);**
- 13.9.5 **BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);**
- 13.9.6 **BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and**
- 13.9.7 **BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).**
- 13.10 **Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access**
- 13.10.1 **BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide OBTS the capability that will allow OBTS and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.**
- 13.10.2 **BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to OBTS. Scheduling procedures shall provide OBTS equivalent priority to these resources**
- 13.10.3 **BellSouth SCP shall partition and protect OBTS service logic and data from unauthorized access, execution or other types of compromise.**
- 13.10.4 **When OBTS selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable OBTS to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.**

13.10.5 When OBTS selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. OBTS access will be provided via remote data connection (e.g., dial-in, ISDN).

13.10.6 When OBTS selects SCE/SMS AIN Access, BellSouth shall allow OBTS to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

14. SS7 Network Interconnection

14.1.1 Definition

SS7 Network Interconnection is the interconnection of OBTS local Signaling Transfer Point Switches (STPS) and OBTS local or tandem switching systems with BellSouth STPSs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), OBTS local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

14.1.2 Technical Requirements

14.1.2.1 SS7 Network Interconnection shall provide connectivity to all components of the BellSouth SS7 network. These include:

14.1.2.1.1 BellSouth local or tandem switching systems;

14.1.2.1.2 BellSouth DBs; and

14.1.2.1.3 Other third-party local or tandem switching systems.

14.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and OBTS or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an OBTS local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the OBTS local STPSs and BellSouth or other third-party local switch.

- 14.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 14.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 14.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 14.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 14.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 14.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an OBTS local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of OBTS local STPSs, and shall not include SCCP Subsystem Management of the destination.
- 14.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 14.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 14.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 14.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 14.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

- 14.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
- 14.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 14.1.3 **Interface Requirements**
- 14.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect OBTS or OBTS-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:
 - 14.1.3.1.1 A-link interface from OBTS local or tandem switching systems; and
 - 14.1.3.1.2 D-link interface from OBTS STPSs.
- 14.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting OBTS local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and OBTS will work jointly to establish mutually acceptable SPOI.
- 14.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and OBTS will work jointly to establish mutually acceptable SPOI.
- 14.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 14.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 14.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
 - 14.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

- 14.1.3.4.4 **Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).**
- 14.1.3.5 **BellSouth shall set message screening parameters to block accept messages from OBTS local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the OBTS switching system has a legitimate signaling relation.**
- 14.1.4 **SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:**
 - 14.1.4.1 **ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;**
 - 14.1.4.2 **ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);**
 - 14.1.4.3 **ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;**
 - 14.1.4.4 **ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);**
 - 14.1.4.5 **ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;**
 - 14.1.4.6 **ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);**
 - 14.1.4.7 **ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;**
 - 14.1.4.8 **ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);**
 - 14.1.4.9 **ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);**

- 14.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 14.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 14.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 14.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15. **Basic 911 and E911**

BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions and at the rates set forth in Attachment 11.

15.1 **Definition**

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

15.2 **Requirements**

- 15.2.1 **Basic 911 Service Provisioning.** For Basic 911 service, BellSouth will provide to OBTS a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. OBTS will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. OBTS will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, OBTS will be required to discontinue the Basic 911 procedures and being using E911 procedures.

- 15.2.2 **E911 Service Provisioning.** For E911 service, OBTS will be required to install a minimum of two dedicated trunks originating from the OBTS serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. OBTS will be required to provide BellSouth daily updates to the E911 database. OBTS will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, OBTS will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- 15.2.3 **Rates.** Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on OBTS beyond applicable charges for BellSouth trunking arrangements.
- 15.2.4 Basic 911 and E911 functions provided to OBTS shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.
- 15.2.5 **Detailed Practices and Procedures.** The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and OBTS to follow in providing 911/E911 services.

Local Interconnection

BellSouth shall provide OBTS interconnection with BellSouth's network for the transmission and routing of telephone exchange service and exchange access on the following terms:

1. Local Traffic Exchange

1.1 Local Traffic. Local traffic shall be as defined in Part B of the General Terms and Conditions of this Agreement. All other traffic that originates and terminates between end users within a LATA boundary is toll traffic. In no event shall the Local Traffic area for purposes of local call termination billing between the parties be decreased. No party shall represent Exchange Access traffic as Local Interconnection traffic.

1.2 Interconnection Points. Local interconnection is available at any technically feasible point within BellSouth's network. Interconnection is currently available at the following points:

1.2.1 Line-side of local switch.

1.2.2 Trunk-side of local switch.

1.2.3 Trunk interconnection points for tandem switch.

1.2.4 Central office cross-connect points.

1.2.5 Out-of-band signal transfer points.

1.2.6 Interconnection at applicable unbundled network element points is also available.

1.2.7 BellSouth may provide local interconnection at any other technically feasible point. Requests for interconnection at other points may be made through the bona fide request process set out in Attachment 9.

1.3 Percent Local Use. When traffic other than local traffic is routed on the same facilities as local traffic, each party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call. Effective on the first of January, April, July and October of each year, BellSouth and OBTS shall update the PLU.

Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement.

- 1.3.1 **Audits.** On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and OBTS 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 party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditors paid for by the party 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 party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 **Percentage Interstate Usage.** For combined interstate and intrastate OBTS traffic terminated by BellSouth over the same facilities, OBTS will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to OBTS. 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.
- 1.5 **Unidentified local traffic.** Whenever BellSouth delivers traffic to OBTS for termination on OBTS's network, if BellSouth cannot determine because of the manner in which OBTS has utilized its NXX codes whether the traffic is local or toll, BellSouth will charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth will make appropriate billing adjustments if OBTS can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that OBTS cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and OBTS.
- 1.6 **Intermediary Tandem Switching.** BellSouth will provide intermediary tandem switching and transport services for OBTS's connection of its end user to a local end user of another ALEC where both ALECs are

connected at the same tandem and termination of calls is authorized. Rates for intermediary tandem switching are set out in Attachment 11.

- 1.7 **Mutual Provision of Access Service.** When BellSouth and OBTS provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.
- 1.8 **Rates.** Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.
2. **Exchange of intraLATA toll traffic**
- Exchange of intraLATA toll traffic between BellSouth and OBTS networks shall occur as follows:
- 2.1 **IntraLATA Toll Traffic.** IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.
- 2.2 **Delivery of intraLATA toll traffic.** For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. **See** BellSouth's Intrastate Access Services Tariff.
- 2.3 **Rates.** For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If OBTS is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses OBTS as an interexchange carrier on a 10XXX basis, BellSouth will charge OBTS the appropriate

tariff charges for originating network access services. If BellSouth is serving as OBTS end user's presubscribed interexchange carrier or if OBTS' end user uses BellSouth as an interexchange carrier on a 10XXX basis, OBTS will charge BellSouth the appropriate BellSouth tariff charges for originating network access services.

- 2.4 Additional interconnection. To the extent OBTS provides intraLATA toll service to its customers, it may be necessary for it to interconnect to additional BellSouth access tandems that serve end offices outside the local calling area.
- 2.5 Compensation for 800 Traffic. Each party shall compensate the other pursuant to the appropriate originating switched access charges, including the database query charge, for the origination of 800 traffic terminated to the other party.
- 2.6 Records for 800 Billing. Each party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMR format for a fee of \$0.013 per record.
- 2.7 800 Access Screening. Should OBTS require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. OBTS shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. OBTS will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended

3. Methods of Interconnection

Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem and/or at every BellSouth end office within a local calling area or other authorized area (e.g., an Extended Area Service Zone). Interconnection is available through: (1) virtual collocation; (2) physical collocation; and (3) interconnection via purchase of facilities from either party by the other company.

4. Trunk Groups

BellSouth and OBTS shall establish trunk groups between interconnecting facilities. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications, with the costs of provisioning such trunking being shared equally by both parties. Local and intraLATA traffic only may be routed over the same one-way trunk group. Requests for alternative trunking arrangements may be made through the bona fide request process set out in Attachment 9.

5. **Network Design and Management for Interconnection**

5.1 **Network Management and Changes.** BellSouth will work cooperatively with OBTS to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free 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.

5.2 **Interconnection Technical Standards.** The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Bellcore Standard No. TR-NWT-00499. Signal transfer point, Signaling System 7 ("SS7") connectivity is required at each interconnection point. BellSouth will provide out-of-band signaling using Common Channel Signaling Access Capability where technically and economically feasible, in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

5.3 **Quality of Interconnection.** The local interconnection for the transmission and routing of telephone exchange service and exchange access that BellSouth provides to OBTS will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other party to which BellSouth provides local interconnection. Attachment 2 contains detailed service descriptions, technical requirements and quality measures provided to OBTS.

5.4 **Network Management Controls.** BellSouth will work cooperatively with OBTS to apply sound network management principles by invoking

appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

- 5.5 Common Channel Signaling. BellSouth will provide LEC-to-LEC Common Channel Signaling ("CCS") to OBTS, 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 OBTS on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 5.6 Forecasting Requirements.
- 5.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas.
- 5.6.2 Within thirty (30) days after the Effective Date and each month during the term of this Agreement, each Party shall provide the other Party with a rolling, six (6) calendar month, non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 10.1 of the General Terms and Conditions – Part A of this Agreement.
- 5.6.3 In addition to, and not in lieu of, the non-binding forecasts required by Section 5.6.2, a Party that is required pursuant to this Agreement to provide a forecast (the "Forecast Provider") or a Party that is entitled pursuant to this Agreement to receive a forecast (the "Forecast Recipient") with respect to traffic and volume requirements for the services and network elements provided under this Agreement may request that the other Party enter into negotiations to establish a forecast (a "Binding Forecast") that commits such Forecast Provider to purchase, and such Forecast Recipient to provide, a specified volume to be utilized as set forth in such Binding Forecast. The Forecast Provider and Forecast Recipient shall negotiate the terms of such Binding Forecast in good faith and shall include in such Binding Forecast provisions regarding price, quantity, liability for failure to perform under a Binding Forecast and any other terms desired by such Forecast Provider and Forecast Recipient. The Parties agree that each forecast provided under this Section 5.6.3 shall be deemed "Confidential Information" under Section 10.1 of the

General Terms and Conditions – Part A of this Agreement. Notwithstanding the foregoing, under no circumstance should either Party be required to enter into a Binding Forecast as described in this Section 5.6.3.

- 5.7 Call Information. BellSouth will provide OBTS 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 party to bill properly.

6. Parity in Ordering and Provisioning

BellSouth shall provide interconnection ordering and provisioning services to OBTS that are equal to the ordering and provisioning services BellSouth provides to itself. Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the Local Interconnection and Facility Based Ordering Guide.

7. Local Dialing Parity

BellSouth shall provide local dialing parity, meaning that OBTS customers will not have to dial any greater number of digits than BellSouth customers to complete the same call. In addition, OBTS local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

8. Reciprocal Compensation

- 8.1 BellSouth shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on its and OBTS's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment A.

- 8.2 DID trunks will not be used as a part of reciprocal compensation arrangements of this Agreement.

- 8.3 Interconnection with Enhanced Service Providers (ESPs). BellSouth will exempt traffic originated to and terminated by ESPs from the reciprocal compensation arrangements of this Agreement.

**BELLSOUTH PHYSICAL COLLOCATION
MASTER AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 19____, by and between BellSouth Telecommunications, Inc., ("BellSouth") a corporation organized and existing under the laws of the State of Georgia, and _____, ("Interconnector") a (corporation) organized and existing under the laws of _____;

WITNESSETH

WHEREAS, Interconnector wishes the right to occupy the BellSouth Central Office(s) delineated herein for the purpose of interconnection to BellSouth's facilities;

WHEREAS, BellSouth has space available in its Central Office(s) which Interconnector desires to utilize; and

WHEREAS, BellSouth is willing to make such space available to Interconnector within its Central Office(s) subject to all terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Scope of Agreement

- 1.1 BellSouth hereby grants to Interconnector a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by Interconnector and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at Interconnector's expense, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.
- 1.2 Interconnector shall use the Collocation Space for the purposes of installing, maintaining and operating Interconnector's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, Interconnector may place Interconnector-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of

equipment in the Collocation Space without the use of Interconnector-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Interconnector may connect to other Interconnectors within the designated Central Office. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

- 1.3 Interconnector may not provide or make available space within the Collocation Space to any third Party. Any violation of this provision shall be deemed a material breach of this Agreement.
- 1.4 Interconnector agrees to pay the rates and charges identified at Exhibit A attached hereto.
- 1.5 A Collocation Space will be provided to Interconnector at each Central Office identified at Exhibit B attached hereto, which Exhibit shall be updated from time to time as additional Central Offices are made subject to the terms of this Agreement.

2. Term of Agreement

- 2.1 Commencement Date. The "Commencement Date" shall be the first day after Interconnector's equipment becomes operational as described in Article II.B, following. This Agreement shall be for an initial term of two (2) years, beginning on the Commencement Date and ending two (2) years later on the month and day corresponding to the Commencement Date.
- 2.2 Occupancy. BellSouth will notify Interconnector that the Collocation Space is ready for occupancy. Interconnector must place operational telecommunications equipment in the Collocation Space and connect with BellSouth's network within one hundred eighty (180) days after receipt of such notice. BellSouth may consent to an extension beyond 180 days upon a demonstration by Interconnector that circumstances beyond its reasonable control prevented Interconnector from completing installation by the prescribed date. If Interconnector fails to place operational telecommunications equipment in the Collocation Space within 180 days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event this Agreement shall terminate and BellSouth shall have no further obligations to Interconnector hereunder. Termination of the Agreement pursuant to this paragraph shall not operate to release Interconnector from its obligation to reimburse BellSouth for all costs reasonably incurred by BellSouth in preparing the Collocation Space, but rather such obligation shall survive this Agreement. For purposes of this paragraph, Interconnector's

telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 2.3 **Termination.** Interconnector may terminate this Agreement upon thirty (30) days prior written notice to BellSouth. Upon termination, Interconnector at its expense shall remove its equipment and other property from the Collocation Space. Interconnector shall have thirty (30) days from the termination date to complete such removal; provided, however, that Interconnector shall continue payment of monthly fees to BellSouth until such date as Interconnector has fully vacated the Collocation Space. Should Interconnector fail to vacate the Collocation Space within thirty (30) days from the termination date, BellSouth shall have the right to remove the equipment and other property of Interconnector at Interconnector's expense and with no liability for damage or injury to Interconnector's property unless caused by the negligence or intentional misconduct of BellSouth.

3. **Use of Collocation Space**

- 3.1 **Nature of Use.** BellSouth shall permit Interconnector to place, maintain and operate in the Collocation Space any equipment that Interconnector is authorized by BellSouth and by Federal or State regulators to place, maintain and operate in collocation space and that is used by Interconnector to provide services which Interconnector has the legal authority to provide. The equipment must at a minimum comply with the BellCore Network Equipment Building System (NEBS) General Equipment Requirements (TR-NWT-000063) and National Electric Code standards. Interconnector may elect to enclose the Collocation Space. Interconnector shall not use the Collocation Space for marketing purposes. Interconnector shall place no signs or marking of any kind (except for a plaque or other identification affixed to Interconnector's equipment and reasonably necessary to identify Interconnector's equipment, and which shall include a list of emergency contacts with telephone numbers), in the area surrounding the Collocation Space or on the grounds of the Central Office housing the Collocation Space.
- 3.2 **Entrance Facilities.** Interconnector may elect to place Interconnector-owned entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in proximity to the central office building housing the Collocation Space, such as an entrance manhole or a cable vault. Interconnector will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. No splicing will be permitted in the entrance manhole. Interconnector will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the

splice location to the Interconnector's equipment in the Collocation Space. Interconnector must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Interconnector is responsible for maintenance of the entrance facilities. Dual entrance will be permitted where capacity exists. The interconnection point for entrance facilities extending from a rooftop antenna will be designated by BellSouth on the Application/Inquiry response.

- 3.3 **Demarcation Point.** A point-of-termination bay(s) will designate the point(s) of interconnection between Interconnector's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Interconnector may, at its option, provide its own point-of-termination bay(s) in accordance with BellSouth's guidelines and specifications, which BellSouth will provide upon request.
- 3.4 **Interconnector's Equipment and Facilities.** Interconnector is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Interconnector in the Collocation Space. Without limitation of the foregoing provisions, Interconnector will be responsible for servicing, supplying, repairing, installing and maintaining the following: (1) cable(s); (2) equipment; (3) point-of-termination cross-connects; (4) point of termination maintenance, including replacement fuses and circuit breaker restoration, if not performed by BellSouth; and (5) connection cable(s) and associated equipment which may be required within the Collocation Space to the points of interconnection.
- 3.5 **Access and Administration.** Interconnector shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. A security escort will be required at Central Offices where separate, secured ingress and egress are not available and access would require Interconnector to traverse restricted areas. All employees, agents and contractors of Interconnector having access to the Collocation Space shall comply with BellSouth's policies and practices pertaining to fire, safety and security, and each such employee, agent or contractor shall display an identification badge issued by Interconnector or certified vendor which contains a current photo, the individual's name and company name/logo. Interconnector agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. Upon expiration of this Agreement, Interconnector shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Interconnector except for ordinary wear and tear.

- 3.6 **Interference or Impairment.** Notwithstanding any other provisions of this Agreement, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other interconnector located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other interconnector, the Collocation Space, or the Central Office; shall not compromise the privacy of any communications carried in, from, or through the Central Office; and shall not create an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Interconnector violate the provisions of this paragraph, BellSouth shall give written notice to Interconnector, which notice shall direct Interconnector to cure the violation within twenty-four (24) hours or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. If Interconnector fails to take curative action within 24 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or interference/impairment of the services provided by BellSouth, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Interconnector's equipment. BellSouth will endeavor, but is not required, to provide notice to Interconnector prior to taking such action and shall have no liability to Interconnector for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.
- 3.7 **Personalty and its Removal.** Subject to requirements of this Agreement, Interconnector may place or install in or on the Collocation Space such facilities and equipment as it deems desirable for the conduct of business. Personal property, facilities and equipment placed by Interconnector in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Interconnector at any time. Any damage caused to the Collocation Space by Interconnector's employees, agents or representatives during the removal of such property shall be promptly repaired by Interconnector at its expense.
- 3.8 **Alterations.** In no case shall Interconnector or any person acting on behalf of Interconnector make any rearrangement, modification, improvement, addition, repair, or other alteration to the Collocation Space or the BellSouth Central Office without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Interconnector.

4. **Ordering and Preparation of Collocation Space**

- 4.1 **Application for Space.** Interconnector shall submit to BellSouth a complete and accurate Application and Inquiry document, together with payment of the Application Fee as stated in Exhibit A. The Application shall contain a detailed description and schematic drawing of the equipment to be placed in Interconnector's Collocation Space(s) and an estimate of the amount of square footage required. BellSouth will respond to Interconnector's Application in writing following the completion of review, planning and design activities. Such response will include estimates on space availability, space preparation costs and space availability dates.
- 4.2 **Bona Fide Firm Order.** Interconnector shall indicate its intent to proceed with equipment installation in a BellSouth Central Office by submitting a Bona Fide Firm Order to BellSouth. A Bona Fide Firm Order requires Interconnector to complete the Application/Inquiry process described in Article IV.A preceding, submit an updated Application document based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article V, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Interconnector's Application/Inquiry. Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.
- 4.3 **Use of Certified Vendor.** Interconnector shall select an equipment installation vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. BellSouth shall provide Interconnector with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Interconnector's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Interconnector upon successful completion of installation. The Certified Vendor shall bill Interconnector directly for all work performed for Interconnector pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor.
- 4.4 **Alarm and monitoring.** BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Interconnector shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service the Collocation Space. Upon request, BellSouth will provide Interconnector with

applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Interconnector.

- 4.5 **Basic Telephone Service.** Upon request of Interconnector, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.
- 4.6 **Space Preparation.** BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. Interconnector's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Interconnector divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, ground plane addition, or separate ingress/egress construction. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will make reasonable efforts to provide for occupancy of the Collocation Space on the negotiated date and will advise Interconnector of delays. Interconnector agrees BellSouth shall not be liable to Interconnector for delays in providing possession of the Collocation Space.
- 4.7 **Space Enclosure.** Upon request of Interconnector, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Interconnector may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. Interconnector may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. Such contractor shall directly bill Interconnector for activities associated with the space enclosure construction.
- 4.8 **Cancellation.** If Interconnector cancels its order for the Collocation Space(s), Interconnector will reimburse BellSouth for any expenses incurred up to the date that written notice of the cancellation is received. In no event will the level of reimbursement under this paragraph exceed the maximum amount Interconnector would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
5. **Rates and Charges**

Interconnector shall pay for Collocation Space(s) according to the rates contained in Exhibit A attached hereto and pursuant to the following:

- 5.1 **Non-recurring Fees.** In addition to the Application Fee referenced in Article IV preceding, Interconnector shall remit payment of a Cable Installation Fee, Space Construction Fee, as applicable, and one-half (1/2) of the estimated Space Preparation Fee coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) days following Interconnector's acceptance of the Collocation Space. BellSouth shall provide documentation to establish the actual Space Preparation Fee. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection. The Space Preparation Fee will be pro rated as prescribed in Article IV.F preceding. The Space Enclosure Construction Fee is assessed for the materials and installation cost of the equipment enclosure. BellSouth's engineering and other labor time associated with establishing the Physical Collocation Arrangement will be assessed as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges will be provided by BellSouth to Interconnector in the Application Response.
- 5.2 **Floor Space.** The floor space charge includes charges for lighting, heat, air conditioning, ventilation and other allocated expenses associated with maintenance of the Central Office but does not include amperage necessary to power Interconnector's equipment. When the Collocation Space is enclosed by walls or other divider, Interconnector shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Interconnector shall pay floor space charges based upon the number of square feet contained in a shadow print of Interconnector's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents Interconnector's share of wiring and provisioning aisle space for provisioning and maintenance activities. Floor space charges are due beginning with the date on which BellSouth releases the Collocation Space for occupancy or on the date Interconnector first occupies the Collocation Space, whichever is sooner.
- 5.3 **Power.** Charges for -48V DC power will be assessed per ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and cable rack to Interconnector's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Interconnector's certified vendor. The Interconnector's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. In the event BellSouth shall be required to construct additional power DC plant or upgrade the existing DC power plant in a central office as a result of

Interconnector's request to collocate in that central office ("Power Plant Construction"), Interconnector shall pay all costs associated with the Power Plant Construction. The determination of whether Power Plant Construction is necessary shall be within BellSouth's sole, but reasonable, discretion. BellSouth will notify Interconnector of the need for the Power Plant Construction and will estimate the costs associated with the Power Plant Construction if BellSouth were to perform the Power Plant Construction. Interconnector shall pay BellSouth one-half of the estimated Power Plant Construction costs prior to commencement of the work. Interconnector shall pay BellSouth the balance due (actual cost less one-half of the estimated cost) within thirty (30) days of completion of the Power Plant Construction. Interconnector has the option to perform the Power Plant Construction itself; provided, however, that such work shall be performed by a BellSouth certified contractor and such contractor shall comply with BellSouth's guidelines and specifications. Where the Power Plant Construction results in construction of a new power plant room, upon termination of this Agreement Interconnector shall have the right to remove its equipment from the power plant room, but shall otherwise leave the room intact. Where the Power Plant Construction results in an upgrade to BellSouth's existing power plant, upon termination of this Agreement, such upgrades shall become the property of BellSouth.

- 5.4 **Security Escort.** A security escort will be required whenever a collocator or approved agent desires access to the entrance manhole or must traverse a restricted area within BellSouth's central office. Rates for a BellSouth security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.
- 5.5 **Rate "True-Up".** The Parties agree that the interim prices reflected herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the State in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, Interconnector shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to Interconnector. Each Party shall keep its own records upon which a "true-up" can be based and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such

records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

- 5.6 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Interconnector will pay a late payment charge of one and one-half percent (1-1/2%) assessed monthly on any balance which remains unpaid after the payment due date.

6. **Insurance**

- 6.1 Interconnector shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).

- 6.2 Interconnector shall maintain the following specific coverages:

- 6.2.1 Commercial General Liability coverage in the amount of fifteen million dollars (\$15,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than fifteen million dollars (\$15,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.

- 6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.

- 6.2.3 Interconnector may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.

- 6.3 The limits set forth in Article VI.B above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Interconnector to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 6.4 All policies purchased by Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date

equipment is delivered to BellSouth's Central Office and shall remain in effect for the term of this Agreement or until all Interconnector's property has been removed from BellSouth's Central Office, whichever period is longer. If Interconnector fails to maintain required coverages, BellSouth may pay the premiums thereon and seek reimbursement of same from Interconnector.

- 6.5 Interconnector shall submit certificates of insurance reflecting the coverages required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Interconnector shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Interconnector's insurance company. Notice of cancellation should be forwarded to:

BellSouth Telecommunications, Inc.
Attn.: Insurance Coordinator
3535 Colonnade Parkway, S9A1
Birmingham, Alabama 35243

- 6.6 Interconnector must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 6.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

7. **Mechanics Liens**

If any mechanics lien or other liens shall be filed against property of BellSouth, or any improvement thereon by reason of or arising out of any labor or materials furnished or alleged to have been furnished or to be furnished to or for Interconnector or by reason of any changes, or additions to BellSouth property made at the request or under the direction of the Interconnector, Interconnector shall, within thirty (30) days after receipt of written notice from BellSouth either pay such lien or cause the same to be bonded off BellSouth's property in the manner provided by law. Interconnector shall also defend on behalf of BellSouth, at Interconnector's sole cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens and Interconnector shall pay any damage and discharge any judgment entered thereon.

8. **Inspections**

BellSouth shall conduct an inspection of Interconnector's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Interconnector's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Interconnector adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide interconnector with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections.

9. **Security**

Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of Interconnector will be permitted in the BellSouth Central Office. Interconnector shall provide its employees and agents with picture identification which must be worn and visible at all times while in the Collocation Space or other areas in or around the Central Office. BellSouth may refuse entry to any person who fails to display the identification required by this section.

10. **Indemnity / Limitation of Liability**

10.1 Interconnector shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of Interconnector, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. Interconnector shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by Interconnector, its agents or employees.

10.2 BellSouth shall not be liable to Interconnector for any interruption of Interconnector's service or for interference with the operation of Interconnector's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner, including BellSouth's negligence, out of the use of the Collocation Space(s) and Interconnector shall indemnify, defend and hold BellSouth harmless from and against any and all claims, demands, causes of action, costs and reasonable attorneys' fees with respect to such special, indirect, incidental or consequential damages.

11. **Publicity**

Interconnector agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks

or service marks (hereinafter "Marks") of BellSouth Corporation and/or any of its affiliated companies or language from which the connection of said Marks therewith may be inferred or implied, or mentioning or implying the names of any personnel of BellSouth Corporation and/or any of its affiliated companies, and Interconnector further agrees not to publish or use such advertising, sales promotions, press releases, or publicity matters without BellSouth's prior written consent.

12. Destruction of Collocation Space

In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Interconnector's permitted use hereunder, then either Party may elect within ten (10) days after such damage, to terminate this Agreement, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Interconnector's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Interconnector, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delay caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Where allowed and where practical in the sole judgment of BellSouth, Interconnector may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Interconnector shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Interconnector's permitted use, until such Collocation Space is fully repaired and restored and Interconnector's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

13. Eminent Domain

If the whole of a Collocation Space shall be taken by any public authority under the power of eminent domain, then this Agreement shall terminate as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the

taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and Interconnector shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other Party within ten (10) days after such taking.

14. **Force Majeure**

Neither Party shall be in default by reason of any failure in performance of this Agreement, in accordance with its terms and conditions, if such failure arises out of causes beyond the control of the nonperforming Party including, but not restricted to, acts of God, acts of government, insurrections, fires, floods, accidents, epidemics, quarantines, restrictions, strikes, freight embargoes, inability to secure raw materials or transportation facilities, acts or omissions of carriers or any and all other causes beyond the Party's control.

15. **Assignment**

Interconnector acknowledges that this Agreement does not convey any right, title or interest in the Central Office to Interconnector. Interconnector may not sublet its rights under this Agreement, nor shall it allow a third Party to use or occupy the Collocation Space at any time or from time to time without the prior written consent, and at the sole discretion, of BellSouth. This Agreement is not assignable by either Party without the prior written consent of the other Party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either Party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other Party.

16. **Nonexclusivity**

Interconnector understands that this Agreement is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

17. **No Implied Waiver**

No consent or waiver by either Party to or of any breach of any covenant, term, condition, provision or duty of the other Party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such

consent or waiver shall be valid unless in writing and signed by the Party granting such consent or waiver.

18. **Notices**

Except as otherwise provided herein, any notices or demands that are required by law or under the terms of this Agreement shall be given or made by Interconnector or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the Parties as follows:

To BellSouth:

To (Interconnector):

ATTN: _____

ATTN: _____

Such notices shall be deemed to have been given in the case of certified or registered mail when deposited in the United States mail with postage prepaid.

19. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, the Parties will petition the Commission in the state where the services are provided pursuant to this Agreement for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Public Service Commission concerning this Agreement.

20. **Section Headings**

The section headings used herein are for convenience only, and shall not be deemed to constitute integral provisions of this Agreement.

21. **Authority**

Each of the Parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such Party has the full right, power and authority to enter into and execute this Agreement on

such Party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

22. Review of Agreement

The Parties acknowledge that each has had an opportunity to review and negotiate this Agreement and has executed this Agreement only after such review and negotiation. The Parties further agree that this Agreement shall be deemed to have been drafted by both BellSouth and Interconnector and the terms and conditions contained herein shall not be construed any more strictly against one Party or the other.

23. Entire Agreement

This Agreement contains the full understanding of the Parties (superseding all prior or contemporaneous correspondence between the Parties) and shall constitute the entire agreement between BellSouth and Interconnector and may not be modified or amended other than by a written instrument signed by both Parties. If any conflict arises between the terms and conditions contained in this Agreement and those contained in a filed tariff, the terms and conditions of this Agreement shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives in one or more counterparts, each of which shall constitute an original, on the day and year first above written.

BELLSOUTH TELECOMMUNICATIONS,
INC.

INTERCONNECTOR
(Full Company Name)

Authorized Signature

Authorized Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date

SCHEDULE OF RATES AND CHARGES

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Application Fee	NRC (per Arrangement, per C.O.)	\$3,850.00
Subsequent Application Fee (Note 1)	NRC (per Arrangement, per C.O.)	\$1,600.00
Space Preparation Fee (Note 2)	NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)	NRC (per 100 square feet)	\$4,500.00
Additional Engineering Fee (Note 3)	NRC	ICB
Cable Installation	NRC (per entrance cable)	\$2,750.00
Floor Space	Zone A RC (per square foot)	\$7.50
	Zone B RC (per square foot)	\$6.75
Power	RC (per amp)	\$5.00
Cable Support structure	RC (per entrance cable)	\$13.35
Cross-Connects	2-wire RC (per cross-connect)	\$0.30
	4-wire RC (per cross-connect)	\$0.50
	DS1 RC (per cross-connect)	\$8.00
	DS3 RC (per cross-connect)	\$72.00
	2-wire NRC (first cross-connect)	\$19.20
	4-wire NRC (first cross-connect)	\$19.20
	DS1 NRC (first cross-connect)	\$155.00
	DS3 NRC (first cross-connect)	\$155.00
	2-wire NRC (each additional cross-connect)	\$19.20
	4-wire NRC (each additional cross-connect)	\$19.20
	DS1 NRC (each additional cross-connect)	\$27.00
	DS3 NRC (each additional cross-connect)	\$27.00
POT Bay	2-wire RC (per cross-connect)	\$0.40
	4-wire RC (per cross-connect)	\$1.20
	DS1 RC (per cross-connect)	\$1.20
	DS3 RC (per cross-connect)	\$8.00
Additional Security Access Cards	NRC-ICB (each)	\$10.00
Security Escort	Basic - first half hour NRC-ICB	\$41.00
	Overtime - first half hour NRC-ICB	\$48.00
	Premium - first half hour NRC-ICB	\$55.00
	Basic - additional half hour NRC-ICB	\$25.00
	Overtime - additional half hour NRC-ICB	\$30.00
	Premium - additional half hour NRC-ICB	\$35.00

Notes

NRC: Non-recurring Charge - one-time charge
RC: Recurring Charge - charged monthly
ICB: Individual Case Basis - one-time charge

- (1) **Subsequent Application Fee.** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.
- (2) **Space Preparation Fee.** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.
- Space Enclosure Construction Fee.** The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. Interconnector may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Interconnector for the space enclosure, and this fee shall not be applicable.
- (3) **Additional Engineering Fee.** BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

Central Office Name:
Central Office CLLI Code:
City:
State:
Date of Bona Fide Firm Order:

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

BellSouth currently serves as a North American Numbering Plan administrator for its territory. During the term of this Agreement, and while BellSouth continues to serve as the numbering plan administrator, BellSouth will ensure that OBTS, whether facilities-based or reseller, has nondiscriminatory access to telephone numbers for assignment to their customers under the same terms that BellSouth has access to telephone numbers. BellSouth provides numbering resources pursuant to the Bellcore Guidelines regarding number assignment. OBTS will be required to complete the NXX code application in accordance with Industry Carriers Compatibility Forum, Central Office Code Assignment Guidelines, ICCF 93-0729-010.:

2. Permanent Solution

The FCC, the Commissions and industry forums are working towards a permanent approach to providing service provider number portability. BellSouth will implement a permanent approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to Permanent Number Portability, Interim Service Provider Number Portability may be available only until such permanent solution is implemented.

3. Service Provider Number Portability

3.1 Definition. Until an industry-wide permanent solution can be achieved, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user, who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same serving wire center of his existing number.

3.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of OBTS. Remote call forwarding (SPNP-RCF) is an existing switch-based BellSouth service that redirects calls within the telephone network. Direct inward dialing trunks (SPNP-DID) allow calls to be routed over a dedicated facility to OBTS switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services.

3.3 **Signaling Requirements.** SS7 Signaling is required for the provision of SPNP services. SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic local exchange service.

4. **SPNP Implementation**

Interim SPNP is available through remote call forwarding and direct inward dialing, under the following terms:

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

4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.

4.3 SPNP-DID service, as contemplated by this Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are

required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in BellSouth's Intrastate Access Services tariff, as said tariff is amended from time to time. Transport mileage will be calculated as the airline distance between the end office where the number is ported and the Point of Interface ("POI") using the V&H coordinate method. SPNP-DID must be established with a minimum configuration of two channels and one unassigned telephone number per switch, per arrangement for control purposes. Transport facilities arranged for SPNP-DID may not be mixed with any other type of trunk group, with no outgoing calls placed over said facilities. SPNP-DID will be provided only where such facilities are available and where the switching equipment of the ordering company is properly equipped. Where SPNP-DID service is required from more than one wire center or from separate trunk groups within the same wire center, such service provided from each wire center or each trunk group within the same wire center shall be considered a separate service. Only customer-dialed sent-paid calls will be completed to the first number of a SPNP-DID number group; however, there are no restrictions on calls completed to other numbers of a SPNP-DID number group. Interface group arrangements provided for terminating the switched transport at the Party's terminal location are as set forth in of BellSouth's Intrastate Access Services Tariff, § E6.1.3.A as amended from time to time.

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

- 4.5 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.
- 4.6 Each company shall be responsible for providing an appropriate intercept announcement service for any telephone numbers subscribed to SPNP services for which it is not presently providing local exchange service or terminating to an end user. Where either company chooses to disconnect or terminate any SPNP service, that company shall be responsible for designating the preferred standard type of announcement to be provided.
- 4.7 Each company shall be the other company's single point of contact for all repair calls on behalf of each company's end user. Each company reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.
- 4.8 Neither company shall be responsible for adverse effects on any service, facility or equipment from the use of SPNP services. End-to-end transmission characteristics may vary depending on the distance and routing necessary to complete calls over SPNP facilities and the fact that another carrier is involved in the provisioning of service. Therefore, end-to-end transmission characteristics cannot be specified by either company for such calls. Neither company shall be responsible to the other if any necessary change in protection criteria or in any of the facilities, operation, or procedures of either renders any facilities provided by the other company obsolete or renders necessary modification of the other company's equipment.
- 4.9 For terminating IXC traffic ported to either company which requires use of either company's tandem switching, the tandem provider will bill the IXC tandem switching, the interconnection charge, and a portion of the

transport, and the other company will bill the IXC local switching, the carrier common line and a portion of the transport. If the tandem provider is unable to provide the necessary access records to permit the other company to bill the IXC directly for terminating access to ported numbers, then the tandem provider will bill the IXC full terminating switched access charges, keep the interconnection charge, tandem switching and a portion of transport, and remit the local switching, a portion of transport and CCL revenues to the other company. If an intraLATA toll call is delivered, the delivering company will pay terminating access rates to the other company. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

- 4.10 If, through a final and nonappealable order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

5. **Rates**

Rates for service provider number portability are set out in Attachment 11.

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to OBTS that are equal to the ordering and provisioning services BellSouth provides to itself or any other ALEC, where technically feasible. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement.

1.2 BellSouth will perform provisioning services during the following normal hours of operation:

Monday - Saturday - 8:00AM - 5:00PM (excluding holidays)

OBTS requests for provisioning and installation services outside of the normal hours of operation may be performed subject to the application of extra-ordinary billing charges.

2. Access to Operational Support Systems

2.1 BellSouth shall provide OBTS access to several operations support systems. Access to these support systems is available through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

2.2 Pre-Ordering. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, service and feature availability, due date information, and upon Commission approval of confidentiality protections, to customer record information. Access is provided through the Local Exchange Navigation System (LENS).

2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for resale requests and certain unbundled network elements. As an alternative to the EDI arrangement, BellSouth also provides through LENS an ordering and provisioning capability that is integrated with the LENS pre-ordering capability.

- 2.4 **Service Trouble Reporting and Repair.** Service trouble reporting and repair allows OBTS to report and monitor service troubles and obtain repair services. BellSouth provides OBTS service trouble reporting in a non-discriminatory manner that provides OBTS the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides OBTS an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers OBTS access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway.
3. **Miscellaneous Ordering and Provisioning Guidelines**
- 3.1 **Pending Orders.** To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by OBTS will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if OBTS wishes to reinstate an order, OBTS may be required to submit a new service order.
- 3.2 **Use of Facilities.** OBTS will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by OBTS to provide services to its end users, except that BellSouth may accept an order directly from another ALEC, or BellSouth, acting with authorization of the affected end user. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by OBTS to provide service to that end user and reuse such unbundled network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify OBTS that such an order has been processed, but will not be required to notify OBTS in advance of such processing.
- 3.3 **Contact Numbers.** The parties agree to provide one another with toll-free contact numbers for the purpose of ordering, provisioning and maintenance of services.
- 3.4 **Subscription Functions.** In cases where BellSouth performs subscription functions for an inter-exchange carrier (i.e. PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.

BILLING

1. Payment and Billing Arrangements

- 1.1 **Billing.** Currently, BellSouth provides billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that OBTS requests.
- 1.2 **Master Account.** For resold services, when the initial service is ordered by OBTS, BellSouth will establish an accounts receivable master account for OBTS.
- 1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of OBTS. OBTS shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by OBTS from OBTS's customer. BellSouth will not become involved in billing disputes that may arise between OBTS and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 **Payment Due.** The payment will be due by the next bill date (i.e., same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 3.6, below, shall apply.

- 1.5 **Tax Exemption.** Upon proof of tax exempt certification from OBTS, the total amount billed to OBTS will not include any taxes due from the end user. OBTS will be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- 1.6 **Miscellaneous.** As the customer of record for resold services, OBTS will be responsible for, and remit to BellSouth, all charges applicable to its resold services for emergency services (E911 and 911) and

Telecommunications Relay Service (TRS) as well as any other charges of a similar nature.

- 1.7 **Late Payment.** If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.
- 1.8 **Access Charges for Resellers.** Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to OBTS.
- 1.9 **End User Common Line Charge for Resellers.** Pursuant to 47 CFR Section 51.617, BellSouth will bill OBTS end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 **Discontinuing Service to OBTS.** The procedures for discontinuing service to OBTS are as follows:
- 1.10.1 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 OBTS of the rules and regulations contained in BellSouth's tariffs.
- 1.10.2 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 OBTS 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 OBTS's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- 1.10.3 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.

- 1.10.4 If OBTS fails to comply with the provisions of this Agreement, 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 OBTS to receive notices of noncompliance, discontinue the provision of existing services to OBTS 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 OBTS's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to OBTS without further notice.
- 1.10.5 If payment is not received or arrangements made for payment by the date given in the written notification, OBTS's services will be discontinued. Upon discontinuance of service on OBTS's account, service to OBTS's end users will be denied. BellSouth will reestablish service at the request of the end user or OBTS upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. OBTS is solely responsible for notifying the end user of the proposed service disconnection.
- 1.10.6 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.
- 1.11 **Deposit Policy.** When purchasing services from BellSouth, OBTS may be required to make a deposit 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 OBTS 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 OBTS defaults on its account, service to OBTS 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 OBTS during the continuance of the deposit. Interest on a deposit shall accrue annually and, if requested, shall be annually credited to OBTS by the accrual date.
2. **RAO Hosting**
- 2.1 RAO Hosting, CATS and NICS services provided to OBTS by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this

Agreement, including such revisions as may be made from time to time by BellSouth.

- 2.2 OBTS shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 2.3 Applicable compensation amounts will be billed by BellSouth to OBTS on a monthly basis in arrears. Amounts due from one Party to the other (excluding adjustments) are payable within thirty (30) days of receipt of the billing statement.
- 2.4 OBTS must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected CMDS interfacing host, require written notification from OBTS to BellSouth at least six (6) weeks prior to the proposed effective date. The proposed effective date will be mutually agreed upon between the Parties with consideration given to time necessary for the completion of required BellCore functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently BellCore, on behalf of OBTS and will coordinate all associated conversion activities.
- 2.5 BellSouth will receive messages from OBTS that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 2.6 BellSouth will perform invoice sequence checking, standard EMR format editing, and balancing of message data with the EMR trailer record counts on all data received from OBTS.
- 2.7 All data received from OBTS that is to be processed or billed by another LEC or CLEC within the BellSouth region will be distributed to that LEC or CLEC in accordance with the agreement(s) which may be in effect between BellSouth and the involved LEC or CLEC.
- 2.8 All data received from OBTS that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently BellCore).
- 2.9 BellSouth will receive messages from the CMDS network that are destined to be processed by OBTS and will forward them to OBTS on a daily basis.
- 2.10 Transmission of message data between BellSouth and OBTS will be via electronic data transmission.

- 2.11 All messages and related data exchanged between BellSouth and OBTS will be formatted in accordance with accepted industry standards for EMR formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.
- 2.12 OBTS will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.13 Should it become necessary for OBTS to send data to BellSouth more than sixty (60) days past the message date(s), OBTS will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and OBTS to notify all affected Parties.
- 2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or OBTS) identified and agreed to, the company responsible for creating the data (BellSouth or OBTS) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from OBTS, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify OBTS of the error condition. OBTS will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, OBTS will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.16 In association with message distribution service, BellSouth will provide OBTS with associated intercompany settlements reports (CATS and NICS) as appropriate.

2.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

2.18 RAO Compensation

2.18.1 For message distribution service provided by BellSouth for OBTS, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.004
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2.18.2 For data transmission associated with message distribution service, BellSouth shall receive the following as compensation:

Rate Per Message	\$0.001
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2.18.3 Data circuits (private line or dial-up) will be required between BellSouth and OBTS for the purpose of data transmission. Where a dedicated line is required, OBTS will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. OBTS will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to OBTS. Additionally, all message toll charges associated with the use of the dial circuit by OBTS will be the responsibility of OBTS. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.

2.18.4 All equipment, including modems and software, that is required on OBTS end for the purpose of data transmission will be the responsibility of OBTS.

2.19 Intercompany Settlements Messages

2.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by OBTS as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between OBTS and the involved company(ies).

- 2.19.2 Both traffic that originates outside the BellSouth region by OBTS and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by OBTS, is covered by this Agreement.
- 2.19.3 Once OBTS is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should OBTS operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and OBTS agree to negotiate an alternate form of settlement for these revenues.
- 2.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.
- 2.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of OBTS. BellSouth will distribute copies of these reports to OBTS on a monthly basis.
- 2.19.6 BellSouth will collect the revenue earned by OBTS from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of OBTS. BellSouth will remit the revenue billed by OBTS to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on OBTS. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to OBTS via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- BellSouth and OBTS agree that monthly netted amounts of less than ten dollars (\$10.00) will not be settled.
3. **Daily Usage File**
- 3.1 Upon request from OBTS, BellSouth may provide Daily Usage File service to OBTS. Daily Usage File service provided to OBTS by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.

3.2 OBTS shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

3.3 **Compensation Arrangements**

Applicable compensation amounts will be billed by BellSouth to the CLEC on a monthly basis in arrears. Amounts due from the OLEC to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement.

1. **Scope of Exhibit**

- 1.01 This exhibit provides the technical specifications, terms and conditions, including compensation, under which BellSouth shall provide the message distribution service via the OLEC Daily Usage File.

BELLSOUTH TELECOMMUNICATIONS, INC.

OLEC DAILY USAGE FEED (ODUF) SPECIFICATIONS

ISSUE 1.0

GENERAL

An OLEC Daily Usage File (hereafter referred to as "ODUF") is available. ODUF will contain billable messages, that were carried over the BellSouth Network and processed in the CRIS Billing System, but billing to an OLEC customer. ODUF also includes operator handled calls originating from OLEC subscriber lines, for those OLECs who purchase Operator Services from BellSouth.

ODUF is available for both Facilities-based OLECs and Resellers. The service is provided under contract with the following rates applicable:

- \$0.008 per message - Recording Service (only applied to unbundled operator services messages)
- \$0.004 per message - Message Distribution
- \$0.001 per message - Data Transmission

Charges for delivery of the usage data will appear as an OC&C item on the OLECs' monthly bills.

ODUF will contain both rated and unrated messages. All messages will be in the standard Bellcore EMR record format.

Messages that error in the billing system of the OLEC will be the responsibility of the OLEC. If, however, the OLEC should encounter significant volumes of errored messages that prevent processing by the OLEC within its systems, BellSouth will work with the OLEC to determine the source of the errors and the appropriate resolution.

NOTE: It may be determined that the source is outside of BellSouth's control and the appropriate resolution does not involve BellSouth.

THE PURPOSE OF THIS DOCUMENT IS TO PROVIDE BASIC FILE SPECIFICATIONS AND GENERAL INFORMATION TO THE OLECS DOING BUSINESS WITH BELL SOUTH.

FILE SPECIFICATIONS

USAGE TO BE TRANSMITTED

The following messages recorded by BellSouth will be transmitted to the OLEC:

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable intraLATA Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service

Rated Incollects (originated in BellSouth and from other companies) can also be on ODUF. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.

DUPLICATE RECORD CHECKING

BellSouth will perform duplicate record checks on records processed to ODUF. Any duplicate messages detected will be deleted and not sent to the OLEC.

In the event that the OLEC detects a duplicate on ODUF they receive from BellSouth, the OLEC will drop the duplicate message (OLEC will not return the duplicate to BellSouth).

PHYSICAL FILE CHARACTERISTICS

GENERAL

ODUF will be distributed to the OLEC via a contractually agreed medium with CONNECT:Direct being the preferred transport method. If methods other than CONNECT:Direct are negotiated there may be nominal additional charges to cover costs associated with the delivery method (e.g. postage, handling, tape, etc.). ODUF will be a variable block format (2476) with an LRECL of 2472. The data on ODUF will be in a non-compacted EMR format (175 byte format plus modules). It will be created

on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be one dataset per BellSouth RAO (12 total). ODUF will contain packed data as detailed on the next page.

Data circuits (private line or dial-up) may be required between BellSouth and the OLEC for the purpose of data transmission. Where a dedicated line is required, the OLEC will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. The OLEC will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to the OLEC. Additionally, all message toll charges associated with the use of the dial circuit by the OLEC will be the responsibility of the OLEC. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including modems and software, that is required on the OLEC end for the purpose of data transmission will be the responsibility of the OLEC.

PACKING SPECIFICATIONS

A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.

The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to the OLEC which BellSouth RAO that is sending the message. BellSouth and the OLEC will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by the OLEC and resend the data as appropriate.

The data will be packed using a Bellcore EMR 202001 Pack Header and a 202002 Pack Trailer with the fields populated as follows:

Pack Header Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	01
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-39	Spaces (BellCore reserved space)
OCN	40-43	
Local Company Use	44-46	Spaces
Reserved	47-117	Spaces (BellCore reserved space)
Time Created - Hour	118-119	00-24
Time Created - Minutes	120-121	00-60
Filler	122	Spaces (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

Pack Trailer Record

Field Name	Position	Value
Record ID - Category	01-02	20
Record ID - Group	03-04	20
Record ID - Type	05-06	02
Date Created - Year	07-08	Current year or less
Date Created - Month	09-10	01-12
Date Created - Day	11-12	01-31
Invoice Number	13-14	01-99
Company Number	15-16	17 or 19
From RAO	17-19	BellSouth RAO dataset created in
Filler	20-25	Spaces (data not applicable)
Reserved	26-100	Spaces (BellCore reserved space)
Grand Total Revenue	101-110	9(8).99
Grand Total Record Count	111-117	numeric
Reserved	118-121	Spaces (BellCore reserved space)
Filler	122	Space (Data not applicable)
Reserved	123-126	Spaces (BellCore reserved space)
Status Code	127	0
Reserved	128-175	Spaces (BellCore reserved space)

PACK REJECTION

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

CONTROL DATA

The OLEC will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate the OLEC received the pack and the acceptance or rejection of the pack. Error Code(s) will be populated in the Error Code fields (using standard Bellcore EMR error codes) for packs that were rejected by the OLEC for reasons stated in the above section. See Attachment A for the confirmation record layout.

TESTING

BellSouth will perform external testing with each OLEC prior to entering a "production" mode. The number of tests, test dataset name, test data content, and test schedule will be mutually agreed upon by BellSouth and each OLEC during the detail negotiations process. Test data shall be transported using the same medium that will be used in a production mode (if possible).

ATTACHMENT A

ODUF CONFIRMATION RECORD (RIPC03)

Field Name	Field Position	Field Length	
Category	01-02	x(2)	RI
Group	03-04	x(2)	PC
Record Type	05-06	x(2)	03
Date Created - Year	07-08	9(2)	
Date Created - Month	09-10	9(2)	
Date Created - Day	11-12	9(2)	
Invoice Number	13-14	9(2)	
filler	15-16	9(2)	
From RAO	17-19	9(3)	
Send To RAO	20-22	9(3)	
Billing RAO	23-25	9(3)	
Operating Company Number	26-29	9(4)	
filler	30-65	9(36)	
Total Sent Messages	66-72	9(7)	
Total Sent Revenue	73-82	9(8).99	
Number of Accepted Messages	83-89	9(7)	
Amount of Accepted Revenue	90-99	9(8).99	
filler	100	9(1)	
Number of Rejected Messages	101-107	9(7)	
Amount of Rejected Revenue	108-117	9(8).99	
filler	118-137	9(20)	
Pack Status Code	138-139	9(2)	
Return Code 1	140-141	x(2)	
Return Code 2	142-143	x(2)	
Return Code 3	144-145	x(2)	
Return Code 4	146-147	x(2)	
Return Code 5	148-149	x(2)	
Return Code 6	150-151	x(2)	
Return Code 7	152-153	x(2)	
Return Code 8	154-155	x(2)	
Return Code 9	156-157	x(2)	
Return code 10	158-159	x(2)	
filler	160-175	x(16)	

BellSouth is pursuing approval of this record by BellCore as a Standard EMR record.

- 2.6 From time to time by written agreement of the Parties, new Exhibits may be substituted for the attached Exhibits, superseding and canceling the Exhibits then in effect.

1. **RIGHTS OF WAY (ROW), CONDUITS AND POLE ATTACHMENTS**

This Attachment sets forth the terms and conditions under which BellSouth shall afford to CLEC access to BellSouth's poles, ducts, conduits and Rights-of-way, pursuant to the Act.

1.1 **DEFINITIONS**

1.1.1 **Definitions in General.** Except as the context otherwise requires, the terms defined in this Section shall, as used in this Section, have the meanings set forth in 1.1.2 through 1.1.30.

1.1.2 **Anchor.** The term "anchor" refers to a device, structure, or assembly which stabilizes a pole and holds it in place. An anchor assembly may consist of a rod and fixed object or plate, typically embedded in the ground, which is attached to a guy strand or guy wire, which, in turn, is attached to the pole. The term "anchor" does not include the guy strand which connects the anchor to the pole and includes only those anchors which are owned by BellSouth, as distinguished from anchors which are owned and controlled by other persons or entities.

1.1.3 **Anchor/guy strand.** The term "anchor/guy strand" refers to supporting wires, typically stranded together, or other devices attached to a pole and connecting that pole to an anchor or to another pole for the purpose of increasing pole stability. The term "anchor/guy strand" includes, but is not limited to, strands sometimes referred to as "anchor strands," "down guys," "guy strands," and "pole-to-pole guys."

1.1.4 **Communications Act of 1934.** The terms "Communications Act of 1934" and "Communications Act" refer to the Communications Act of June 19, 1934, 48 Stat. 1064, as amended, including the provisions codified as 47 U.S.C. Sections 151 et seq. The Communications Act includes the Pole Attachment Act of 1978, as defined in this Article 1.1.

1.1.5 **Assigned.** The term "assigned", when used with respect to conduit or duct space or pole attachment space, refers to any space in such conduit or duct or on such pole that is occupied by a telecommunications service provider or a municipal or other governmental authority. To ensure the judicious use of poles and conduits, space "assigned" to a telecommunications service provider must be physically occupied by the

service provider, be it BellSouth or a new entrant, within twelve (12) months of the space being "assigned".

- 1.1.6 **Available.** The term "available", when used with respect to conduit or duct space or pole attachment space, refers to any usable space in such conduit or duct or on such pole not assigned to a specific provider at the applicable time.
- 1.1.7 **Conduit occupancy.** The terms "conduit occupancy" and "occupancy" refer to the presence of wire, cable, optical conductors, or other facilities within any portion of BellSouth's conduit system.
- 1.1.8 **Conduit system.** The term "conduit system" refers to any combination of ducts, conduits, manholes, and handholes joined to form an integrated whole. In this Section, the term refers to conduit systems owned or controlled by BellSouth.
- 1.1.9 **Cost.** The term "cost" as used herein refers to charges made by BellSouth to CLEC for specific work performed, and shall be (a) the actual charges made by subcontractors to BellSouth for work and/or, (b) if the work was performed by BellSouth employees, the rates set forth in the Price Schedule of the General Terms and Conditions of BellSouth.
- 1.1.10 **Duct.** The term "duct" refers to a single enclosed tube, pipe, or channel for enclosing and carrying cables, wires, and other facilities. As used in this Section, the term "duct" includes "inner ducts" created by subdividing a duct into smaller channels.
- 1.1.11 **Facilities.** The terms "facility" and "facilities" refer to any property or equipment utilized in the provision of telecommunication services.
- 1.1.12 The acronym "FCC" refers to the Federal Communications Commission.
- 1.1.13 **Inner-Duct.** The term "inner-duct" refers to a pathway created by subdividing a duct into smaller channels.
- 1.1.14 **Joint User.** The term "joint user" refers to a utility which has entered into an agreement with BellSouth providing reciprocal rights of attachment of facilities owned by each party to the poles, ducts, conduits and rights-of-way owned by the other party.
- 1.1.15 **Licensee.** The term "licensee" refers to a person or entity which has entered or may enter into an agreement or arrangement with BellSouth permitting such person or entity to place its facilities in BellSouth's conduit system or attach its facilities to BellSouth's poles or anchors.

- 1.1.16 **Lashing.** The term "lashing" refers to the attachment of a licensee's sheath or inner-duct to a supporting strand.
- 1.1.17 **License.** The term "license" refers to any license issued pursuant to this Attachment and may, if the context requires, refer to conduit occupancy or pole attachment licenses issued by BellSouth prior to the date of this Attachment.
- 1.1.18 **Make-Ready work.** The term "make-ready work" refers to all work performed or to be performed to prepare BellSouth's conduit systems, poles or anchors and related facilities for the requested occupancy or attachment of CLEC's facilities. "Make-Ready work" includes, but is not limited to, clearing obstructions (e.g., by "rodding" ducts to ensure clear passage), the rearrangement, transfer, replacement, and removal of existing facilities on a pole or in a conduit system where such work is required solely to accommodate CLEC's facilities and not to meet BellSouth's business needs or convenience. "Make-Ready work" may require "dig-ups" of existing facilities and may include the repair, enlargement or modification of BellSouth's facilities (including, but not limited to, conduits, ducts, handholes and manholes) or the performance of other work required to make a pole, anchor, conduit or duct usable for the initial placement of CLEC's facilities.
- 1.1.19 **Manhole.** The term "manhole" refers to an enclosure, usually below ground level and entered through a hole on the surface covered with a cast iron or concrete manhole cover, which personnel may enter and use for the purpose of installing, operating, and maintaining facilities in a conduit.
- 1.1.20 **Occupancy.** The term "occupancy" shall refer to the physical presence of telecommunication facilities in a duct, on a pole, or within a Right-of-way.
- 1.1.21 **Person acting on CLEC's behalf.** The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms include both natural persons and firms and ventures of every type, including, but not limited to, corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on CLEC's behalf," "personnel performing work on CLEC's behalf," and similar terms specifically include, but are not limited to, CLEC, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request of or as directed by CLEC and their respective officers, directors, employees, agents, and representatives.

- 1.1.22 **Person acting on BellSouth's behalf.** The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms include both natural persons and firms and ventures of every type, including but not limited to corporations, partnerships, limited liability companies, sole proprietorships, and joint ventures. The terms "person acting on BellSouth's behalf," "personnel performing work on BellSouth's behalf," and similar terms specifically include, but are not limited to, BellSouth, its officers, directors, employees, agents, representatives, attorneys, contractors, subcontractors, and other persons or entities performing services at the request or on behalf of BellSouth and their respective officers, directors, employees, agents, and representatives.
- 1.1.23 **Pole.** The term "pole" refers to both utility poles and anchors but only to those utility poles and anchors owned or controlled by BellSouth, and does not include utility poles or anchors with respect to which BellSouth has no legal authority to permit attachments by other persons or entities.
- 1.1.24 **Pole Attachment Act.** The terms "Pole Attachment Act" and "Pole Attachment Act of 1978" refer to those provisions of the Communications Act of 1934, as amended, now codified as 47 U.S.C. § 224.
- 1.1.25 **Prelicense survey.** The term "prelicense survey" refers to all work and activities performed or to be performed to determine whether there is adequate capacity on a pole or in a conduit or conduit system (including manholes and handholes) to accommodate CLEC's facilities and to determine what make-ready work, if any, is required to prepare the pole, conduit or conduit system to accommodate CLEC's facilities.
- 1.1.26 **Right of Way (ROW).** The term "right of way" refers to the right to use the land or other property of another party to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right of Way may run under, on, or above public or private property (including air space above public or private property) and may include the right to use discrete space in buildings, building complexes, or other locations.
- 1.1.27 **Sheath.** The term "sheath" refers to a single outer covering containing communications wires, fibers, or other communications media.
- 1.1.28 **Spare Capacity.** The term "spare capacity" refers to any pole attachment space, conduit, duct or inner-duct not currently assigned or subject to a pending application for attachment/occupancy. Spare capacity does not include an inner-duct (not to exceed one inner-duct per party) reserved by BellSouth, CLEC, or a third party for maintenance, repair, or emergency restoration.

- 1.1.29 **State.** When capitalized, the term "State" (as used in terms such as "this State") refers to the State of Georgia.
- 1.1.30 **Third Party.** The terms "third party" and "third parties" refer to persons and entities other than CLEC and BellSouth. Use of the term "third party" does not signify that any such person or entity is a party to this Attachment or has any contractual rights hereunder.
- 1.2 **SCOPE OF ATTACHMENT**
- 1.2.1 **Scope of Attachment.** BellSouth shall provide CLEC with equal and nondiscriminatory access to pole space, conduits, ducts, and rights-of-way on terms and conditions equal to those provided by BellSouth to itself or to any other telecommunications service provider. Further, BellSouth shall not withhold or delay assignment of such facilities to CLEC because of the potential or forecasted needs of itself or other parties.
- 1.2.2 **Attachments and Occupancies Authorized by this Section.** BellSouth shall issue one or more licenses to CLEC authorizing CLEC to attach facilities to BellSouth's owned or controlled poles and to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way under the terms and conditions set forth in this Section and the Telecommunications Act of 1996.
- 1.2.2.1 Unless otherwise provided herein, authority to attach facilities to BellSouth's owned or controlled poles, to place facilities within BellSouth's owned or controlled conduits, ducts or rights-of-way shall be granted only in individual licenses granted under this Section and the placement or use of such facilities shall be determined in accordance with such licenses and procedures established in this Section.
- 1.2.2.2 CLEC agrees that its attachment of facilities to BellSouth's owned or controlled poles, occupancy of BellSouth's owned or controlled conduits, ducts or rights-of-way shall take place pursuant to the licensing procedures set forth herein, and BellSouth agrees that it shall not unreasonably withhold or delay issuance of such licenses.
- 1.2.3 **Licenses.** Subject to the terms and conditions set forth in this Section, BellSouth shall issue to CLEC one or more licenses authorizing CLEC to place or attach facilities in or to specified poles, conduits, ducts or rights-of-way of BellSouth located within this state. Nothing contained in this Section shall require BellSouth to issue any license to CLEC with respect to any specific conduit or duct space if, in the engineering judgment of BellSouth, the conduit or duct space requested is necessary to meet BellSouth's present needs, or is licensed by BellSouth to another licensee.

- 1.2.4 **Access and Use of Rights-of-Way.** BellSouth acknowledges that it is required by the Telecommunications Act of 1996 to afford CLEC access to and use of all associated rights-of-way to any sites where BellSouth's owned or controlled poles, manholes, conduits, ducts or other parts of BellSouth's owned or controlled conduit systems are located.
- 1.2.4.1 BellSouth shall provide CLEC with access to and use of such rights-of-way to the same extent and for the same purposes that BellSouth may access or use such rights-of-way, including but not limited to access for ingress, egress or other access and to construct, utilize, maintain, modify, and remove facilities for which pole attachment, conduit occupancy, or ROW use licenses have been issued, provided that any attachment with a third party under which BellSouth holds such rights expressly or impliedly grants BellSouth the right to provide such rights to others.
- 1.2.4.2 Where BellSouth notifies CLEC that BellSouth's attachment with a third party does not expressly or impliedly grant BellSouth the ability to provide such access and use rights to others, upon CLEC's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for CLEC. CLEC agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for CLEC.
- 1.2.4.3 In cases where a third party attachment does not grant BellSouth the right to provide access and use rights to others as contemplated in 1.2.4.1 and BellSouth, despite its best efforts, is unable to secure such access and use rights for CLEC in accordance with 1.2.4.2, or, in the case where CLEC elects not to invoke its rights under 1.2.4.1 or 1.2.4.2, CLEC shall be responsible for obtaining such permission to access and use such rights-of-way. BellSouth shall cooperate with CLEC in obtaining such permission and shall not prevent or delay any third party assignment of ROWs to CLEC.
- 1.2.4.4 Where BellSouth has any ownership or rights-of-way to buildings or building complexes, or within buildings or building complexes, BellSouth shall offer to CLEC through a license or other attachment:
- 1.2.4.4.1 The right to use any available space owned or controlled by BellSouth in the building or building complex to install CLEC equipment and facilities; and
- 1.2.4.4.2 Ingress and egress to such space.

- 1.2.5 Except to the extent necessary to meet the requirements of the Telecommunications Act of 1996, neither this Section nor any license granted hereunder shall constitute a conveyance or assignment of any of either party's rights to use any public or private rights-of-way, and nothing contained in this Section or in any license granted hereunder shall be construed as conferring on one party any right to interfere with the other party's access to any such public or private rights-of-way.
- 1.2.6 No Effect on BellSouth's Right to Convey Property. Nothing contained in this Section or in any license issued hereunder shall in any way affect the right of BellSouth to convey to any other person or entity any interest in real or personal property, including any poles, conduit or ducts to or in which CLEC has attached or placed facilities pursuant to licenses issued under this Section provided however that BellSouth shall give CLEC reasonable advance written notice of such intent to convey.
- 1.2.7 No Effect on BellSouth's Rights to Manage its Own Facilities. This Section shall not be construed as limiting or interfering with BellSouth's rights set forth below, except to the extent expressly provided by the provisions of this Section or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:
- 1.2.7.1 To locate, relocate, move, replace, modify, maintain, and operate BellSouth's own facilities within BellSouth's conduits, ducts or rights-of-way or any of BellSouth's facilities attached to BellSouth's poles at any time and in any reasonable manner which BellSouth deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 1.2.7.2 To enter into new attachments or arrangements with other persons or entities permitting them to attach or place their facilities to or in BellSouth's poles, conduits or ducts; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new attachments or arrangements shall not substantially interfere with CLEC's pole attachment, conduit occupancy or ROW use, rights provided by licenses issued pursuant to this Section.
- 1.2.8 No Effect on CLEC's Rights to Manage its Own Facilities. This Section shall not be construed as limiting or interfering with CLEC's rights set forth below, except to the extent expressly provided by the provisions of this Section or licenses issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations:

- 1.2.8.1 To locate, relocate, move, replace, modify, maintain, and operate its own facilities within BellSouth's conduits, ducts or rights-of-way or its facilities attached to BellSouth's poles at any time and in any reasonable manner which CLEC deems appropriate to serve its customers, avail itself of new business opportunities, or otherwise meet its business needs; or
- 1.2.8.2 To enter into new attachments or arrangements with other persons or entities permitting CLEC to attach or place its facilities to or in such other persons' or entities' poles, conduits or ducts, or rights-of-way; provided, however, that such relocations, moves, replacements, modifications, maintenance and operations or new attachments or arrangements shall not conflict with CLEC's obligations under licenses issued pursuant to this Section .
- 1.2.9 No Right to Interfere with Facilities of Others. The provisions of this Section or any license issued hereunder shall not be construed as authorizing either party to this Section to rearrange or interfere in any way with any of the other party's facilities, with the facilities of other persons or entities, or with the use of or access to such facilities by such other party or such other persons or entities, except to the extent expressly provided by the provisions of this Section or any license issued hereunder or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 1.2.9.1 CLEC acknowledges that the facilities of persons or entities other than BellSouth and CLEC may be attached to or occupy BellSouth's poles, conduits, ducts and rights-of-way.
- 1.2.9.2 BellSouth shall not attach, or give permission to any third parties to attach facilities to, existing CLEC facilities without CLEC's prior written consent. If BellSouth becomes aware of any such unauthorized attachment to CLEC facilities, BellSouth shall use its best efforts to rectify the situation as soon as practicable.
- 1.2.9.3 With respect to facilities occupied by CLEC or the subject of an application for attachment by CLEC, BellSouth will give to CLEC 60 days' written notice for conduit extensions or reinforcements, 60 days' written notice for pole line extensions, 60 days' written notice for pole replacements, and 60 days' written notice of BellSouth's intention to construct, reconstruct, expand or place such facilities or of BellSouth's intention not to maintain or use any existing facility and, in the case of an existing facility which BellSouth elects not to maintain or use, BellSouth will grant to CLEC a right to maintain and use such facility. If an emergency or provisions of an applicable joint use attachment require BellSouth to construct, reconstruct, expand or replace poles, conduits or

ducts occupied by CLEC or the subject of an application for attachment by CLEC, BellSouth will notify CLEC as soon as reasonably practicable of such proposed construction, reconstruction, expansion or replacement to enable CLEC, if it so desires, to request that a pole, conduit or duct of greater height or capacity be utilized to accommodate an anticipated facility need of CLEC.

- 1.2.9.4 At CLEC's expense, BellSouth shall remove any retired cable from conduit systems to allow for the efficient use of conduit space within a reasonable period of time.
- 1.2.10 Assignment of Space. Assignment of space on poles, in conduits or ducts and within ROWs will be made pursuant to licenses granted by BellSouth on an equal basis to BellSouth, CLEC and other telecommunication service providers.

1.3 REQUIREMENTS AND SPECIFICATIONS

- 1.3.1 Published Standards Incorporated in this Section by Reference. CLEC agrees that its facilities shall be placed, constructed, maintained, repaired, and removed in accordance with current (as of the date when such work is performed) editions of the following publications, each of which is incorporated by reference as part of this Section :

- 1.3.1.1 The Blue Book Manual of Construction Procedures, Special Report SR-TAP-001421, published by Bell Communications Research, Inc. ("Bellcore"), and sometimes referred to as the "Blue Book";

- 1.3.1.2 The National Electrical Code (NEC); and

- 1.3.1.3 The National Electrical Safety Code (NESC).

- 1.3.2 Changes in Published Standards. CLEC agrees to rearrange its facilities in accordance with changes in the standards published in the publications specified in Article 1.3 of this Attachment if required by law to do so or upon the mutual agreement of the parties.

- 1.3.3 Additional Electrical Design Specifications. CLEC agrees that, in addition to specifications and requirements referred to in Article 1.3.1 above, CLEC's facilities placed in BellSouth's conduit system shall meet all of the following electrical design specifications:

- 1.3.3.1 No facility shall be placed in BellSouth's conduit system in violation of FCC regulations.

- 1.3.3.2 CLEC's facilities placed in BellSouth's conduit system shall not be designed to use the earth as the sole conductor for any part of CLEC's circuits.
- 1.3.3.3 CLEC's facilities carrying more than 50 volts AC (rms) to ground or 135 volts DC to ground shall be enclosed in an effectively grounded sheath or shield.
- 1.3.3.4 No coaxial cable of CLEC shall occupy a conduit system containing BellSouth's cable unless such cable of CLEC meets the voltage limitations of Article 820 of the National Electrical Code.
- 1.3.3.5 CLEC's coaxial cable may carry continuous DC voltages up to 1800 volts to ground where the conductor current will not exceed one-half amperes and where such cable has two separate grounded metal sheaths or shields and a suitable insulating jacket over the outer sheath or shield. The power supply shall be so designed and maintained that the total current carried over the outer sheath shall not exceed 200 micro amperes under normal conditions. Conditions which would increase the current over this level shall be cleared promptly.
- 1.3.3.6 Neither party shall circumvent the other party's corrosion mitigation measures. Each party's new facilities shall be compatible with the other party's facilities so as not to damage any facilities of the other party by corrosion or other chemical reaction.
- 1.3.4 Additional Physical Design Specifications. CLEC's facilities placed in BellSouth's conduit system must meet all of the following physical design specifications:
- 1.3.4.1 Cables bound or wrapped with cloth or having any kind of fibrous coverings or impregnated with an adhesive material shall not be placed in BellSouth's conduit or ducts.
- 1.3.4.2 The integrity of BellSouth's conduit system and overall safety of BellSouth's personnel and other personnel working in BellSouth's conduit system requires that "dielectric cable" be required when CLEC's cable facility utilizes an alternative duct or route that is shared in the same trench by any current carrying facility of a power utility.
- 1.3.4.3 New construction splices in CLEC's fiber optic and twisted pair cables shall be located in manholes, pull boxes or handholes.
- 1.3.5 Additional Specifications Applicable to Connections. The following specifications apply to connections of CLEC's conduit to BellSouth's conduit system:

- 1.3.5.1 CLEC will be permitted to connect its conduit or duct only at the point of a BellSouth manhole. No attachment will be made by entering or breaking into conduit between manholes. All necessary work to install CLEC facilities will be performed by CLEC or its contractor at CLEC's expense. In no event shall CLEC or its contractor "core bore" or make any other modification to BellSouth manhole(s) without the prior written approval of BellSouth, which approval will not be unreasonably delayed or withheld.
- 1.3.5.2 BellSouth may monitor, at CLEC's expense, the entrance and exit of CLEC's facilities into BellSouth's manholes and the placement of CLEC's facilities in BellSouth's manholes.
- 1.3.5.3 If CLEC constructs or utilizes a duct connected to BellSouth's manhole, the duct and all connections between that duct and BellSouth's manhole shall be sealed, to the extent practicable, to prevent the entry of gases or liquids into BellSouth's conduit system. If CLEC's duct enters a building, it shall also be sealed where it enters the building and at all other locations necessary to prevent the entry of gases and liquids from the building into BellSouth's conduit system.
- 1.3.6 Requirements Relating to Personnel, Equipment, Material, and Construction Procedures Generally. Duct clearing, rodding or modifications required to grant CLEC access to BellSouth's conduit systems may be performed by BellSouth at CLEC's expense at charges which represent BellSouth's actual costs. Alternatively (at CLEC's option) such work may be performed by a contractor who demonstrates compliance with BellSouth certification requirements, which certification requirements shall be consistent with F.C.C. rules. The parties acknowledge that CLEC, its contractors, and other persons acting on CLEC's behalf will perform work for CLEC (e.g., splicing CLEC's facilities) within BellSouth's conduit system. CLEC represents and warrants that neither CLEC nor any person acting on CLEC's behalf shall permit any person to climb or work on or in any of BellSouth's poles or to enter BellSouth's manholes or work within BellSouth's conduit system unless such person has the training, skill, and experience required to recognize potentially dangerous conditions relating to pole or the conduit systems and to perform the work safely.
- 1.3.6.1 CLEC's facilities within BellSouth's conduit system shall be constructed, placed, rearranged, modified, and removed upon receipt of license specified in 1.5.1. However, no such license will be required for the inspection, maintenance, repair or non-physical modifications of CLEC's facilities.

- 1.3.6.2 "Rodding" or clearing of ducts in BellSouth's conduit system shall be done only when specific authorization for such work has been obtained in advance from BellSouth, which authorization shall not be unreasonably delayed or withheld by BellSouth. The parties agree that such rodding or clearing shall be performed according to existing industry standards and practices. CLEC may contract with BellSouth for performance of such work or (at CLEC's option) with a contractor who demonstrates compliance with BellSouth certification requirements.
- 1.3.6.3 Personnel performing work on BellSouth's or CLEC's behalf in BellSouth's conduit system shall not climb on, step on, or otherwise disturb the other party's or any third party's cables, air pipes, equipment, or other facilities located in any manhole or other part of BellSouth's conduit system.
- 1.3.6.4 Personnel performing work on BellSouth's or CLEC's behalf within BellSouth's conduit system (including any manhole) shall, upon completing their work, make reasonable efforts to remove all tools, unused materials, wire clippings, cable sheathing and other materials brought by them to the work site.
- 1.3.6.5 All of CLEC's facilities shall be firmly secured and supported in accordance with Bellcore and industry standards.
- 1.3.6.6 CLEC's facilities shall be plainly identified with CLEC's name in each manhole with a firmly affixed permanent tag that meets standards set by BellSouth for its own facilities.
- 1.3.6.7 Manhole pumping and purging required in order to allow CLEC's work operations to proceed shall be performed by CLEC or its contractor in compliance with BellSouth Practice Sec. 620-145-011B1, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures," and any amendments, revisions or supplements thereto and in compliance with all regulations and standards established by the United States Environmental Protection Agency and by any applicable state or local environmental regulators.
- 1.3.6.8 Planks or other types of platforms shall not be installed using cables, pipes or other equipment as a means of support. Platforms shall be supported only by cable racks.
- 1.3.6.9 Any leak detection liquid or device used by CLEC or personnel performing work on CLEC's facilities within BellSouth's conduit system shall be of a type approved by BellSouth or Bellcore.
- 1.3.6.10 When CLEC or personnel performing work on CLEC's behalf are working within or in the vicinity of any part of BellSouth's poles or conduit system

which is located within, under, over, or adjacent to streets, highways, alleys or other traveled rights-of-way, CLEC and all personnel performing work on CLEC's behalf shall follow procedures which CLEC deems appropriate for the protection of persons and property. CLEC shall be responsible, at all times, for determining and implementing the specific steps required to protect persons and property at the site. CLEC will provide all traffic control and warning devices required to protect pedestrian and vehicular traffic, workers and property from danger. CLEC has sole responsibility for the safety of all personnel performing work on CLEC's behalf, for the safety of bystanders, and for insuring that all operations conform to current OSHA regulations and all other governmental rules, ordinances or statutes. BellSouth reserves the right to suspend CLEC's activities on, in or in the vicinity of BellSouth's poles or conduit system if, in BellSouth's reasonable judgment, any hazardous condition arises due to the activity (including both acts and omissions) of CLEC or any personnel performing work on CLEC's behalf, which suspension shall cease when the condition has been rectified.

- 1.3.6.11 Except for protective screens, no temporary cover shall be placed by CLEC or personnel performing work on CLEC's behalf over an open manhole unless it is at least four feet above the surface level of the manhole opening.
- 1.3.6.12 Smoking or the use of any open flame is prohibited in BellSouth's manholes, in any other portion of BellSouth's conduit system, or within 10 feet of any open manhole entrance; provided that this provision will not prohibit the use of spark producing tools such as electric drills, fusion splicers, etc.
- 1.3.6.13 Artificial lighting, when required, will be provided by CLEC. Only explosion-proof lighting fixtures shall be used.
- 1.3.6.14 Neither CLEC nor personnel performing work on CLEC's behalf shall allow any combustible gas, vapor, liquid, or material to accumulate in BellSouth's conduit system (including any manhole) during work operations performed within or in the vicinity of BellSouth's conduit system.
- 1.3.6.15 CLEC will abide by any laws, regulations or ordinances regarding the use of spark producing tools, equipment or devices in BellSouth's manholes, in any other portions of BellSouth's conduit system, or within 10 feet of any open manhole opening. This includes, but is not limited to, such tools as electric drills and hammers, meggers, breakdown sets, induction sets, and the like.

- 1.3.7 **Opening of Manholes.** The following requirements apply to the opening of BellSouth's manholes and the authority of BellSouth personnel present when work on CLEC's behalf is being performed within or in the vicinity of BellSouth's conduit system.
- 1.3.7.1 BellSouth's manholes shall be opened only as permitted by BellSouth's authorized employees or agents, which permission shall not be unreasonably denied or delayed.
- 1.3.7.2 CLEC shall notify BellSouth forty-eight (48) hours in advance of any routine work operation requiring entry into any of BellSouth's manholes.
- 1.3.7.3 CLEC shall be responsible for obtaining any necessary authorization from appropriate authorities to open manholes for conduit work operations therein.
- 1.3.7.4 BellSouth's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site. The presence of BellSouth's authorized employee or agent at the work site shall not relieve CLEC or personnel performing work on CLEC's behalf of their responsibility to conduct all work operations within BellSouth's conduit system in a safe and workmanlike manner.
- 1.3.7.5 Although BellSouth's authorized employee or agent shall not direct or control the conduct of CLEC's work at the work site, BellSouth's employee or agent shall have the authority to suspend CLEC's work operations within BellSouth's conduit system if, in the reasonable discretion of such BellSouth employee or agent, it appears that any hazardous conditions arise or any unsafe practices are being followed by CLEC or personnel performing work on CLEC's behalf.
- 1.3.8 **OSHA Compliance: Notice to BellSouth of Unsafe Conditions.** CLEC agrees that:
- 1.3.8.1 Its facilities shall be constructed, placed, maintained, repaired, and removed in accordance with the Occupational Safety and Health Act (OSHA) and all rules and regulations promulgated thereunder;
- 1.3.8.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors shall, when working on or within BellSouth's poles or conduit system, comply with OSHA and all rules and regulations thereunder;
- 1.3.8.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section; and

1.3.8.4 CLEC (and any person acting on CLEC's behalf) may report unsafe conditions on, in or in the vicinity of BellSouth's poles or conduit system to BellSouth.

1.3.9

Compliance with Environmental Laws and Regulations. CLEC acknowledges that, from time to time, environmental contaminants may enter BellSouth's conduit system and accumulate in manholes or other conduit facilities and that certain conduits (transite) are constructed with asbestos-containing materials. If BellSouth has knowledge of the presence of such contaminants in a conduit for which CLEC has applied for or holds a license, BellSouth will promptly notify CLEC of such fact. Notwithstanding any of BellSouth's notification requirements in this Attachment, CLEC acknowledges that some of BellSouth's conduit is fabricated from asbestos-containing materials. Such conduit is generally marked with a designation of "C Fiber Cement Conduit," "Transite," or "Johns-Manville." Until proven otherwise, CLEC will presume that all conduit not fabricated of plastic, tile, or wood is asbestos-containing and will handle it pursuant to all applicable regulations relating to worker safety and protection of the environment. BellSouth makes no representations to CLEC or personnel performing work on CLEC's behalf that BellSouth's conduit system or any specific portions thereof will be free from environmental contaminants at any particular time. The acknowledgments and representations set forth in the two preceding sentences are not intended to relieve BellSouth of any liability which it would otherwise have under applicable law for the presence of environmental contaminants in its conduit facilities. CLEC agrees to comply with the following provisions relating to compliance with environmental laws and regulations:

1.3.9.1 CLEC's facilities shall be constructed, placed, maintained, repaired, and removed in accordance with all applicable federal, state, and local environmental statutes, ordinances, rules, regulations, and other laws, including but not limited to the Resource Conservation and Recovery Act (42 U.S.C. §§ 9601 et. seq.), the Toxic Substance Control Act (15 U.S.C. §§ 2601-2629), the Clean Water Act (33 U.S.C. §§ 1251 et. seq.), and the Safe Drinking Water Act (42 U.S.C. §§ 300f-300j).

1.3.9.2 All persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall, when working on, within or in the vicinity of BellSouth's poles or conduit system, comply with all applicable federal, state, and local environmental laws, including

but not limited to all environmental statutes, ordinances, rules, and regulations.

- 1.3.9.3 CLEC shall establish appropriate procedures and controls to assure compliance with all requirements of this section. BellSouth will be afforded a reasonable opportunity to review such procedures and controls and provide comments that will be reasonably considered in advance of their implementation. Review and comment by BellSouth pursuant to this section will be provided in a timely manner.
- 1.3.9.4 CLEC and all personnel performing work on CLEC's behalf shall comply with such standards and practices as BellSouth and CLEC may from time to time mutually agree to adopt to comply with environmental laws and regulations including, without limitation, BellSouth Practice Sec. 620-145-011BT, "Manhole Contaminants, Water, Sediment or Debris Removal and Reporting Procedures". Pursuant to this practice, neither CLEC nor BellSouth nor personnel performing work on either party's behalf shall discharge water or any other substance from any BellSouth manhole or other conduit facility onto public or private property, including any storm water drainage system, without first testing such water or substance for contaminants in accordance with mutually agreed standards and practices and determining that such discharge would not violate any environmental law, create any environmental risk or hazard, or damage the property of any person. Proper handling and disposal of any waste material from a BellSouth manhole by CLEC or its contractor shall be the responsibility of CLEC. No such waste material shall be deposited on BellSouth premises for storage or disposal.
- 1.3.10 Compliance with Other Governmental Requirements. CLEC agrees that its facilities attached to BellSouth's facilities shall be constructed, placed, maintained, and removed in accordance with the ordinances, rules, and regulations of any governing body having jurisdiction of the subject matter. CLEC shall comply with all statutes, ordinances, rules, regulations and other laws requiring the marking and lighting of aerial wires, cables and other structures to ensure that such wires, cables and structures are not a hazard to aeronautical navigation. CLEC shall establish appropriate procedures and controls to assure such compliance by all persons acting on CLEC's behalf, including but not limited to, CLEC's employees, agents, contractors, and subcontractors.
- 1.3.11 Differences in Standards or Specifications. To the extent that there may be differences in any applicable standards or specifications referred to in this Article 1.3, the most stringent standard or specification shall apply.

1.3.12 CLEC Solely Responsible for the Condition of Its Facilities. CLEC shall be responsible at all times for the condition of its facilities and its compliance with the requirements, specifications, rules, regulations, ordinances, and laws specified above. In this regard, BellSouth shall have no duty to CLEC to inspect or monitor the condition of CLEC's facilities (including but not limited to splices and other facilities connections) located within BellSouth's conduit and ducts or any attachment of CLEC's facilities to BellSouth's poles, anchors, anchor/guy strands or other pole facilities. BellSouth may, however, conduct such inspections and audits of its poles and conduit system as BellSouth determines reasonable or necessary. Such inspection and audits shall be conducted at BellSouth's expense with the exception of (1) follow-up inspection to confirm remedial action after an observed CLEC violation of the requirements of this Attachment; and (2) inspection of CLEC facilities in compliance with a specific mandate of appropriate governmental authority for which inspections the cost shall be borne by CLEC. Either party may audit the other party's compliance with the terms of this Section. Observed safety hazards or imminent facility failure conditions of another party shall be reported to the affected party where such party can be readily identified.

1.3.13 Efficient use of Conduit. BellSouth will install inner-ducts to increase duct space in existing conduit as facilities permit. The full compliment of inner-ducts will be installed which can be accommodated under sound engineering principles. The number of inner-ducts which can reasonably be installed will be determined by BellSouth.

1.4 **ADDITIONAL LEGAL REQUIREMENTS**

1.4.1.1 Licenses granted under this Section authorize CLEC to place facilities in, or attach facilities to, poles, conduits and ducts owned or controlled by BellSouth but do not affect the rights of landowners to control terms and conditions of access to their property.

1.4.1.2 CLEC agrees that neither CLEC nor any persons acting on CLEC's behalf, including but not limited to CLEC's employees, agents, contractors, and subcontractors, shall engage in any conduct which damages public or private property in the vicinity of BellSouth's poles or conduit system, interferes in any way with the use or enjoyment of public or private property except as expressly permitted by the owner of such property, or creates a hazard or nuisance on such property (including, but not limited to, a hazard or nuisance resulting from any abandonment or failure to remove CLEC's facilities or any construction debris from the property, failure to erect warning signs or barricades as may be necessary to give notice to others of unsafe conditions on the premises while work

performed on CLEC's behalf is in progress, or failure to restore the property to a safe condition after such work has been completed).

- 1.4.2 **Required Permits, Certificates and Licenses.** CLEC shall be responsible for obtaining any building permits or certificates from governmental authorities necessary to construct, operate, maintain and remove its facilities on public or private property.
- 1.4.2.1 CLEC shall not attach or place its facilities to or in BellSouth's poles, conduit or duct located on any property for which it or BellSouth has not first obtained all required authorizations.
- 1.4.2.2 BellSouth shall have the right to request evidence that all appropriate authorizations have been obtained. However, such request shall not delay BellSouth's prelicense survey work.
- 1.4.3 **Lawful Purposes.** All facilities placed by CLEC in BellSouth's conduit and ducts or on BellSouth's poles, anchors or anchor/guy strands must serve a lawful purpose and the uses made of CLEC's facilities must comply with all applicable federal, state, and local laws and with all federal, state, and local regulatory rules, regulations, and requirements. In this regard, CLEC shall not utilize any facilities occupying or attached to BellSouth's conduits, ducts or poles for the purpose of providing any services which it is not authorized by law to provide or for the purpose of enabling any other person or entity to provide any such services.

1.5 **FACILITIES AND LICENSES**

- 1.5.1 **Licenses Required.** Before placing any facilities in BellSouth's conduits or ducts or attaching any facilities to BellSouth's poles, anchors or anchor/guy strands, CLEC must first apply for and receive a written license from BellSouth. BellSouth shall not unreasonably deny or delay issuance of any license. The time frames for the issuance of the license shall be established pursuant to section 1.5.4.3.
- 1.5.2 **Provision of Records and Information to CLEC.**
- 1.5.2.1 In order to obtain information regarding facilities, CLEC shall make a written request to BellSouth, identifying with reasonable specificity the geographic area for which facilities are required, the types and quantities of the required facilities and the required in-service date. In response to such request, BellSouth shall provide CLEC with information regarding the types, quantity and location (which may be provided by provision of route maps and availability of BellSouth poles, conduit and right-of-way located within the geographic area specified by CLEC. Provision of information under the terms of this section shall include the right of CLEC employees

or agents to inspect and copy engineering records or drawings which pertain to those facilities within the geographic area identified in CLEC's request. Such inspection and copying shall be done at a time and place mutually agreed upon by the parties.

- 1.5.2.2 **Determination of Availability.** BellSouth shall provide pole, conduit and right-of-way availability information in response to a request from CLEC which identifies with reasonable specificity the facilities for which such information is desired. CLEC may elect to be present at any field based survey of facilities identified pursuant to this paragraph and BellSouth shall provide CLEC at least forty-eight (48) hours notice prior to initiating such field survey. CLEC employees or agents shall be permitted to enter BellSouth manholes and inspect such structures to confirm usability and/or evaluate condition of the structure(s) with at least forty-eight (48) hours notice to BellSouth, with a BellSouth representative present and at CLEC's expense.

1.5.3 **MAKE-READY WORK**

- 1.5.3.1 If performed by BellSouth, make-ready work to accommodate CLEC's facilities shall be included in the normal work load schedule of BellSouth with construction responsibilities in the geographic areas where the relevant poles or conduit systems are located and shall not be entitled to priority, advancement, or preference over other work to be performed by BellSouth in the ordinary course of BellSouth's business.
- 1.5.3.2 If CLEC desires make-ready work to be performed on an expedited basis and BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If CLEC accepts BellSouth's offer, CLEC shall pay such additional charges.
- 1.5.3.3 All charges for make-ready work performed by BellSouth are payable in advance, with the amount of any such advance payment to be due within sixty (60) days after receipt of an invoice from BellSouth.
- 1.5.3.4 In lieu of obtaining performance of make-ready work by BellSouth, CLEC at its option may arrange for the performance of such work by a contractor certified by BellSouth to work on or in its facilities. Certification shall be granted based upon reasonable and customary criteria employed by BellSouth in the selection of its own contract labor. Notwithstanding any other provisions of this Section, CLEC may not employ a contractor to accomplish make-ready work if BellSouth is likewise precluded from contractor selection under the terms of an applicable joint use agreement.
- 1.5.3.5 BellSouth will issue a license to CLEC at the time all make-ready work necessary to CLEC's attachment or occupancy has been completed.

- 1.5.4 **Application Form and Fees.** To apply for a license under this Section, CLEC shall submit to BellSouth two signed copies of an Application and Conduit Occupancy License form or an Application and Pole Attachment License form. BellSouth will process license applications in the order in which they are received; provided, however, that when CLEC has multiple applications on file with BellSouth, CLEC may designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.
- 1.5.4.1 Each application for a license under this Section shall specify the proposed route of CLEC's facilities and identify the conduits and ducts or poles and pole facilities along the proposed route in which CLEC desires to place or attach its facilities, and describe the physical size, weight and jacket material of the cable which CLEC desires to place in each conduit or duct or the number and type of cables, apparatus enclosures and other facilities which CLEC desires to attach to each pole.
- 1.5.4.2 Each application for a license under this Section shall be accompanied by a proposed (or estimated) construction schedule containing the information specified below in 1.8.1 of this Attachment, and an indication of whether CLEC will, at its option, perform its own make-ready work.
- 1.5.4.3 The parties agree to the establishment of a joint task force, consisting of representatives of CLEC and BellSouth, which will develop all procedures necessary to effectuate the provisions of this Section. Matters to be addressed by the joint task force include, without limitation, the development of time frames for BellSouth's provision of record information and availability determinations and for the processing of license applications; the establishment of guidelines to address the number of CLEC applications which may be processed simultaneously by BellSouth; and any other matters necessary to effectuate the provisions of this Section. The parties agree to negotiate in good faith to achieve agreement on all matters presented to the joint task force and to reduce said agreement to writing within sixty (60) calendar days from the Effective Date of this Attachment.
- 1.5.5 **Multiple Cables, Multiple Services, Lashing or Placing Additional Cables, and Replacement of Facilities.** CLEC may include multiple cables in a single license application and multiple services (e.g., CATV and non-CATV services) may be provided by CLEC in the same cable sheath. CLEC's lashing additional cable to existing facilities of CLEC and placing additional cables in conduits or ducts already occupied by CLEC's facilities shall be permitted, and no additional fees will be applied; provided, however, that if CLEC desires to lash additional cable to existing facilities or place additional cables in conduits or ducts which are already

occupied, or to replace existing facilities with new facilities substantially different from those described in licenses in effect, CLEC must apply for and acquire a new license specifically describing the physical size, weight and jacket material of the cable to be placed in BellSouth's conduits and ducts or the physical size, weight, and jacket type of cables and the size and weight of apparatus enclosures and other facilities to be attached to BellSouth's poles.

- 1.5.6 **Single Point of Contact.** Each party hereby designates the employees named below as their single point of contact for any and all purposes of this Section, including, but not limited to, processing licenses and applications and providing records and information. Each party may at any time designate a new point of contact by giving written notice of such change.

[Title of Single Point of Contact]
[Address, phone and fax]

Anything to the contrary herein notwithstanding, notification of an emergency condition which poses an immediate threat to life or property or substantially impairs provisioning of BellSouth's service shall be reported to BellSouth by contacting

BellSouth Name
Address, phone and fax

1.6 **PROCESSING OF APPLICATIONS (INCLUDING PRELICENSE SURVEYS AND FIELD INSPECTIONS)**

- 1.6.1 **CLEC's Priorities.** When CLEC has multiple applications on file with BellSouth, CLEC shall designate its desired priority of completion of prelicense surveys and make-ready work with respect to all such applications.

- 1.6.2 **Prelicense Survey.** After CLEC has submitted its written application for a license, a prelicense survey (including a field inspection) will be performed by either party, in the company of a representative of the other party as mutually agreed, to determine whether BellSouth's poles, anchors and anchor/guy strands, or conduit system, in their present condition, can accommodate CLEC's facilities, without substantially interfering with the ability of BellSouth or any other authorized person or entity to use or access the pole, anchor or anchor/guy strand or any portion of BellSouth's conduit system or facilities attached to BellSouth's pole or placed within or connected to BellSouth's conduit system. If CLEC gives its prior written

consent in writing, the determination of duct availability may include the "rodding" of ducts at CLEC's expense.

- 1.6.2.1 The purpose of the prelicense survey is to determine whether CLEC's proposed attachments to BellSouth's poles or occupancy of BellSouth's conduit and ducts will substantially interfere with use of BellSouth's facilities by BellSouth and others with facilities occupying, connected or attached to BellSouth's pole or conduit system; and to provide information to CLEC for its determination of whether the pole, anchor, anchor/guy strand, conduit, duct, or right-of-way is suitable for its use.
- 1.6.2.2 Based on information provided by BellSouth, CLEC shall determine whether BellSouth's pole, anchor, anchor/guy strand, conduit and duct facilities are suitable to meet CLEC's needs.
- 1.6.2.3 BellSouth may not unreasonably refuse to continue to process an application based on BellSouth's determination that CLEC's proposed use of BellSouth's facilities will not be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws. CLEC shall be responsible for making its own, independent determination that its use of such facilities will be in compliance with such requirements, specifications, rules, regulations, ordinances and laws. CLEC acknowledges that BellSouth is not explicitly or implicitly warranting to CLEC that CLEC's proposed use of BellSouth's facilities will be in compliance with applicable requirements, specifications, rules, regulations, ordinances, and laws.
- 1.6.3 Administrative Processing. The administrative processing portion of the prelicense survey (which includes without limitation processing the application, preparing make-ready work orders, notifying joint users and other persons and entities of work requirements and schedules, coordinating the relocation/rearrangement of BellSouth and/or other licensed facilities) will be performed by BellSouth at CLEC's expense. Anything to the contrary herein notwithstanding, BellSouth shall bear no responsibility for the relocation, rearrangement or removal of facilities used for the transmission or distribution of electric power.
- 1.7 **ISSUANCE OF LICENSES**
- 1.7.1 Obligation to Issue Licenses. BellSouth shall issue a license to CLEC pursuant to this 1.7. BellSouth and CLEC acknowledge that each application for a license shall be evaluated on an individual basis. Nothing contained in this section shall be construed as abridging any independent pole attachment rights or conduit or duct access rights which CLEC may have under the provisions of any applicable federal or state laws or regulations governing access to BellSouth's poles, conduits and

ducts, to the extent the same are not inconsistent with the Telecommunications Act of 1996. Each license issued hereunder shall be for an indefinite term, subject to CLEC's compliance with the provisions applicable to such license and further subject to CLEC's right to terminate such license at any time for any reason upon at least thirty (30) days' prior written notice.

- 1.7.2 **Multiple Applications.** CLEC acknowledges that multiple parties including BellSouth may seek to place their facilities in BellSouth's conduit and ducts at or about the same time, that the make-ready work required to prepare BellSouth's facilities to accommodate multiple applicants may differ from the make-ready work required to accommodate a single applicant, that issues relating to the proper apportionment of costs arise in multi-applicant situations that do not arise in single-applicant situations, and that cooperation and negotiations between all applicants and BellSouth may be necessary to resolve disputes involving multiple applications for permission to place facilities in/on the same pole, conduit, duct, or right-of-way.
- 1.7.2.1 All applications will be processed on a first-come, first served basis.
- 1.7.3 **Agreement to Pay for All Make-Ready Work Completed.** CLEC's submission of written authorization for make-ready work shall also constitute CLEC's agreement to pay additional cost-based charges, if any, for completed make-ready work.
- 1.7.4 **Payments to Others for Expenses Incurred in Transferring or Arranging Their Facilities.** CLEC shall make arrangements with the owners of other facilities located in or connected to BellSouth's conduit system or attached to BellSouth's poles, anchors or anchor/guy strands regarding reimbursement for any expenses incurred by them in transferring or rearranging their facilities to accommodate the placement or attachment of CLEC's facilities in or to BellSouth's structures.
- 1.7.5 **Make-Ready Work on an Expedited Basis.**
- 1.7.5.1.1 If CLEC is willing to authorize BellSouth to perform make-ready work on an expedited basis, and if BellSouth agrees to perform the work on such a basis, BellSouth shall recalculate the estimated make-ready charges. If CLEC accepts BellSouth's offer, upon completion of the make-ready work CLEC shall pay such additional charges, if any.
- 1.7.6 **License.** When CLEC's application for a pole attachment or conduit occupancy license is approved, and all required make-ready work completed, BellSouth will execute and return a signed authorization to

CLEC, as appropriate, authorizing CLEC to attach or place the specified facilities on BellSouth's poles or in BellSouth's conduit or ducts.

- 1.7.6.1 Each license issued under this Section shall authorize CLEC to attach to BellSouth's poles or place or maintain in BellSouth's conduit or ducts only those facilities specifically described in the license, and no others.
- 1.7.6.2 Except as expressly stated to the contrary in individual licenses issued hereunder, each license issued pursuant to this Section shall incorporate all terms and conditions of this Section whether or not such terms or conditions are expressly incorporated by reference on the face of the license itself.

1.8 CONSTRUCTION OF CLEC'S FACILITIES

- 1.8.1 Construction Schedule. CLEC shall submit with CLEC's license application a proposed or estimated construction schedule. Promptly after the issuance of a license permitting CLEC to attach facilities to BellSouth's poles or place facilities in BellSouth's conduit or ducts, CLEC shall provide BellSouth with an updated construction schedule and shall thereafter keep BellSouth informed of significant anticipated changes in the construction schedule. Construction schedules required by this Section shall include, at a minimum, the following information:
 - 1.8.1.1 The name, title, business address, and business telephone number of the manager responsible for construction of the facilities;
 - 1.8.1.2 The names of each contractor and subcontractor which will be involved in the construction activities;
 - 1.8.1.3 The estimated dates when construction will begin and end; and
 - 1.8.1.4 The approximate dates when CLEC or persons acting on CLEC's behalf will be performing construction work in connection with the placement of CLEC's facilities in BellSouth's conduit or ducts.
- 1.8.2 Additional Pre-construction Procedures for Facilities Placed in Conduit System. The following procedures shall apply before CLEC places facilities in BellSouth's conduit system:
 - 1.8.2.1 CLEC shall give written notice of the type of facilities which are to be placed; and
 - 1.8.2.2 BellSouth shall designate the particular duct or ducts or inner ducts (if available) to be occupied by CLEC's facilities, the location and manner in which CLEC's facilities will enter and exit BellSouth's conduit system, and

the specific location and manner of installation of any associated equipment which is permitted by BellSouth to occupy the conduit system. CLEC may not occupy a duct other than the specified duct without the express written consent of BellSouth. BellSouth shall provide to CLEC space in manholes for racking and storage of up to fifty (50) feet of cable, provided space is available.

- 1.8.3 BellSouth Not Responsible for Constructing or Placing Facilities. BellSouth shall have no obligation to construct any facilities for CLEC or to attach CLEC's facilities to, or place CLEC's facilities in, BellSouth's poles or conduit system, except as may be necessary to facilitate the interconnection of unbundled network elements or except to the extent expressly provided in this Section, any license issued hereunder, or by the Telecommunications Act of 1996 or any other applicable law.
- 1.8.4 CLEC Responsible for Constructing, Attaching and Placing Facilities. Except where otherwise mutually agreed by CLEC and BellSouth, CLEC shall be responsible for constructing its own facilities and attaching those facilities to, or placing them in BellSouth's poles, conduit or ducts at CLEC's sole cost and expense. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in connection with the construction and placement of CLEC's facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on BellSouth's pole, in any part of BellSouth's conduit system or in the vicinity of BellSouth's poles or conduit system.
- 1.8.5 Compliance with Applicable Standards, Health and Safety Requirements, and Other Legal Requirements. CLEC shall construct its facilities in accordance with the provisions of this Section and all licenses issued hereunder.
- 1.8.5.1 CLEC shall construct, attach and place its facilities in compliance with all Requirements and Specifications set forth above in this Attachment.
- 1.8.5.2 CLEC shall satisfy all Legal Requirements set forth above in this Attachment.
- 1.8.5.3 CLEC shall not permit any person acting on CLEC's behalf to perform any work on BellSouth's poles or within BellSouth's conduit system without first verifying, to the extent practicable, on each date when such work is to be performed, that the condition of the pole or conduit system is suitable for the work to be performed. If CLEC or any person working on CLEC's behalf determines that the condition of the pole or conduit system is not suitable for the work to be performed, CLEC shall notify BellSouth of the

condition of the pole or conduit system in question and shall not proceed with construction activities until CLEC is satisfied that the work can be safely performed.

- 1.8.6 Construction Notices. If requested to do so, CLEC shall provide BellSouth with information to reasonably assure BellSouth that construction has been performed in accordance with all applicable standards and requirements.
- 1.8.7 Points for Attachment. BellSouth shall specify, using the same selection criteria it uses for its own operating company, the point of attachment of each pole or anchor to be occupied by CLEC's facilities. When the facilities of more than one applicant are involved, BellSouth will attempt, to the extent practicable, to designate the same relative position on each pole or anchor for each applicant's facilities.
- 1.8.8 Manhole and Conduit Break-Outs. CLEC shall be permitted to add conduit ports to BellSouth manholes when existing conduits do not provide the pathway connectivity needed by CLEC; provided the structural integrity of the manhole is maintained, and sound engineering judgment is employed.
- 1.9 **USE AND ROUTINE MAINTENANCE OF CLEC'S FACILITIES**
- 1.9.1 Use of CLEC's Facilities. Each license granted under this Section authorizes CLEC to have access to CLEC's facilities on or in BellSouth's poles, conduits and ducts as needed for the purpose of serving CLEC's customers, including, but not limited to, powering electronics, monitoring facilities, or transporting signaling.
- 1.9.2 Routine Maintenance of CLEC's Facilities. Each license granted under this Section authorizes CLEC to engage in routine maintenance of CLEC's facilities located on or in BellSouth's poles, conduits, ducts and ROW pursuant to such license. CLEC shall give reasonable notice to the affected public authority or private landowner as appropriate before commencing the construction or installation of its attachments or making any material alterations thereto. CLEC shall give reasonable notice to BellSouth before performing any work, whether or not of a routine nature, in BellSouth's conduit system.
- 1.9.3 CLEC Responsible for Maintenance of CLEC's Facilities. CLEC shall maintain its facilities in accordance with the provisions of this Section (including but not limited to all Requirements set forth above in this Attachment) and all licenses issued hereunder. CLEC shall be solely responsible for paying all persons and entities who provide materials, labor, access to real or personal property, or other goods or services in

connection with the maintenance of CLEC's facilities and for directing the activities of all persons acting on CLEC's behalf while they are physically present on BellSouth's poles, within BellSouth's conduit system or in the immediate vicinity of such poles or conduit system.

- 1.9.4 **BellSouth Not Responsible for Maintaining CLEC's Facilities.** BellSouth shall have no obligation to maintain any facilities which CLEC has attached or connected to, or placed in, BellSouth's poles, conduits, ducts or any portion of BellSouth's conduit system, except to the extent expressly provided by the provisions of this Section or any license issued hereunder, or by the Telecommunications Act of 1996 or other applicable laws, rules or regulations.
- 1.9.5 **Information Concerning the Maintenance of CLEC's Facilities.** Promptly after the issuance of a license permitting CLEC to attach facilities to, or place facilities in BellSouth's poles, conduits or ducts, CLEC shall provide BellSouth with the name, title, business address, and business telephone number of the manager responsible for routine maintenance of CLEC's facilities, and shall thereafter notify BellSouth of changes to such information. The manager responsible for routine maintenance of CLEC's facilities shall, on BellSouth's request, identify any contractor, subcontractor, or other person performing maintenance activities on CLEC's behalf at a specified site and shall, on BellSouth's request, provide such additional documentation relating to the maintenance of CLEC's facilities as reasonably necessary to demonstrate that CLEC and all persons acting on CLEC's behalf are complying with the requirements of this Section and licenses issued hereunder.
- 1.9.6 **Identification of Personnel Authorized to Have Access to CLEC's Facilities.** All personnel authorized to have access to CLEC's facilities shall, while working on BellSouth's poles, in its conduit system or ducts or in the vicinity of such poles, ducts or conduit systems, carry with them suitable identification and shall, upon the request of any BellSouth employee, produce such identification.
- 1.10 **MODIFICATION AND REPLACEMENT OF CLEC'S FACILITIES**
- 1.10.1 **Notification of Planned Modification or Replacement of Facilities.** CLEC shall, when practicable, notify BellSouth in writing at least 60 days before adding to, relocating, replacing or otherwise modifying its facilities attached to a BellSouth pole, anchor or anchor/guy strand or located in any BellSouth conduit or duct. The notice shall contain sufficient information to enable BellSouth to determine whether the proposed

addition, relocation, replacement, or modification is permitted under CLEC's present license or requires a new or amended license.

- 1.10.2 **New or Amended License Required.** A new or amended license will be required if the proposed addition, relocation, replacement, or modification:
 - 1.10.2.1 Requires that CLEC use additional space on BellSouth's poles or in its conduits or ducts (including but not limited to any additional ducts, inner ducts, or substantial space in any handhole or manhole) on either a temporary or permanent basis; or
 - 1.10.2.2 Results in the size or location of CLEC's facilities on BellSouth's poles or in its conduit or ducts being appreciably different from those described and authorized in CLEC's present license (e.g. different duct or size increase causing a need to re-calculate storm loadings, guying, or pole class).
- 1.11 **REARRANGEMENT OF FACILITIES AT THE REQUEST OF ANOTHER**
 - 1.11.1 **Make-Ready Work at the Request of CLEC.** If, prior to the issuance of a license, CLEC determines that any pole, anchor, anchor/guy strand, conduit or duct is inadequate to accommodate CLEC's proposed pole attachment or conduit occupancy or that it will be necessary or desirable for BellSouth or any other person or entity to rearrange existing facilities or structures to accommodate CLEC, CLEC shall promptly advise BellSouth of the make-ready work it believes necessary to enable the accommodation of CLEC's facilities.
 - 1.11.1.1 BellSouth shall determine, in the exercise of sound engineering judgment, whether or what make-ready work is necessary or possible. In determining whether make-ready work is necessary or what make-ready work is necessary its costs to CLEC. If it is determined that such make-ready work is required, BellSouth shall provide CLEC with the estimated costs for make-ready work and a Make Ready Due Date.
 - 1.11.1.2 CLEC shall be solely responsible for negotiating with persons or entities other than BellSouth for the rearrangement of such persons' or entities' facilities or structures and, except where such rearrangement is for the benefit of BellSouth and/or other licensees as well as CLEC, shall be solely responsible for paying all charges attributable to the rearrangement of such facilities; provided, however, that if facilities rearrangements require new licenses from BellSouth, BellSouth shall issue such licenses in conjunction with the issuance of the applied-for license to CLEC.
 - 1.11.2 **Rearrangement of CLEC's Facilities at BellSouth's Request.** CLEC acknowledges that, from time to time, it may be necessary or desirable for

BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto and that such changes may be necessitated by BellSouth's business needs or authorized application of another entity seeking access to BellSouth's poles or conduit systems. CLEC agrees that CLEC will, upon BellSouth's request, and at BellSouth's expense, but at no cost to CLEC, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement. CLEC acknowledges that, from time to time, it may be necessary or desirable for BellSouth to change out poles, relocate, reconstruct, or modify portions of its conduit system or rearrange facilities contained therein or connected thereto as a result of an order by a municipality or other governmental authority. CLEC shall, upon BellSouth's request, participate with BellSouth (and other licensees) in the relocation, reconstruction, or modification of BellSouth's conduit system or facilities rearrangement and pay its proportionate share of any costs of such relocation, reconstruction, or modification that are not reimbursed by such municipality or governmental authority.

1.11.2.1 CLEC shall make all rearrangements of its facilities within such period of time as is jointly deemed reasonable by the parties based on the amount of rearrangements necessary and a desire to minimize chances for service interruption or facility-based service denial to an CLEC customer.

1.11.2.2 i. CLEC fails to make the required rearrangements within the time prescribed or within such extended periods of time as may be granted by BellSouth in writing, BellSouth may perform such rearrangements with written notice to CLEC, and CLEC shall reimburse BellSouth for actual costs and expenses incurred by BellSouth in connection with the rearrangement of CLEC's facilities; provided, however, that nothing contained in this Section or any license issued hereunder shall be construed as requiring CLEC to bear any expenses which, under the Telecommunications Act of 1996 or other applicable federal or state laws or regulations, are to be allocated to persons or entities other than CLEC; and provided further, however, that CLEC shall have no responsibility for rearrangement costs and expenses relating to rearrangements performed for the purpose of meeting BellSouth's business needs.

1.12 EMERGENCY REPAIRS AND POLE REPLACEMENTS

1.12.1 Within sixty (60) days after the Effective Date of this Attachment, BellSouth and CLEC shall mutually agree on a non-discriminatory priority method to access BellSouth poles, conduit and ROW in emergency situations.

1.12.2 **CLEC Responsible for Emergency Repairs to its Own Facilities.** In general, CLEC shall be responsible for making emergency repairs to its own facilities and for formulating appropriate plans and practices which will enable it to make such emergency repairs. BellSouth shall be under no obligation to perform any repair or service restoration work of any kind with respect to CLEC's facilities.

1.13 **INSPECTION BY BELLSOUTH OF CLEC'S FACILITIES**

1.13.1 **BellSouth's Right to Make Periodic or Spot Inspections.** BellSouth shall have the right to make periodic or spot inspections at any time of any part of CLEC's facilities attached to BellSouth's poles, anchors or anchor/guy strands or occupying any BellSouth conduit or duct for the limited purpose of determining whether CLEC's facilities are in compliance with the terms of this Section and licenses hereunder; provided that such inspections must be non-invasive (e.g., no splice cases may be opened).

1.13.1.1 BellSouth will give CLEC advance written notice of such inspections, and CLEC shall have the right to have a representative attend such inspections, except in those instances where safety considerations justify the need for such inspection without the delay of waiting until written notice has been forwarded to CLEC.

1.13.1.2 Such inspections shall be conducted at BellSouth's expense; provided, however, that CLEC shall bear the cost of inspections as delineated in 1.3.12.

1.13.2 **No Duty to CLEC.** Neither the act of inspection by BellSouth of CLEC's facilities nor any failure to inspect such facilities shall operate to impose on BellSouth any liability of any kind whatsoever or to relieve CLEC of any responsibility, obligations or liability under this Section or otherwise existing.

1.14 **NOTICE OF NONCOMPLIANCE**

1.14.1 **Notice of Noncompliance.** If, at any time, BellSouth determines that CLEC's facilities or any part thereof have not been placed or maintained or are not being used in accordance with the requirements of this Attachment, BellSouth may send written notice to CLEC specifying the alleged noncompliance. CLEC agrees to acknowledge receipt of the notice as soon as practicable. If CLEC does not dispute BellSouth's assertion that such facilities are not in compliance, CLEC agrees to provide BellSouth with a schedule for bringing such facilities into compliance, to bring the facilities into compliance within a reasonable time, and to notify BellSouth in writing when the facilities have been brought into compliance.

- 1.14.2 **Disputes over Alleged Noncompliance.** If CLEC disputes BellSouth's assertion that CLEC's facilities are not in compliance, CLEC shall notify BellSouth in writing of the basis for CLEC's assertion that its facilities are in compliance.
- 1.14.3 **Failure to Bring Facilities into Compliance.** If CLEC has not brought the facilities into compliance within a reasonable time or provided BellSouth with proof sufficient to persuade BellSouth that BellSouth erred in asserting that the facilities were not in compliance, and if BellSouth determines in good faith that the alleged noncompliance causes or is likely to cause material damage to BellSouth's facilities or those of other users, BellSouth may, at its option and CLEC's expense, take such non-service affecting steps as may be required to bring CLEC's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of Attachment.
- 1.14.4 **Correction of Conditions by BellSouth.** If BellSouth elects to bring CLEC's facilities into compliance, the provisions of this Section shall apply.
- 1.14.4.1 BellSouth will, whenever practicable, notify CLEC in writing before performing such work. The written notice shall describe the nature of the work to be performed and BellSouth's schedule for performing the work.
- 1.14.4.2 If CLEC's facilities have become detached or partially detached from supporting racks or wall supports located within a BellSouth manhole, BellSouth may, at CLEC's expense, reattach them but shall not be obligated to do so. If BellSouth does not reattach CLEC's facilities, BellSouth shall endeavor to arrange with CLEC for the reattachment of any facilities affected.
- 1.14.4.3 BellSouth shall, as soon as practicable after performing the work, advise CLEC in writing of the work performed or action taken. Upon receiving such notice, CLEC shall inspect the facilities and take such steps as CLEC may deem necessary to insure that the facilities meet CLEC's performance requirements.
- 1.14.5 **CLEC to Bear Expenses.** CLEC shall bear all expenses arising out of or in connection with any work performed to bring CLEC's facilities into compliance with this Section; provided, however that nothing contained in this Section or any license issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.

1.15 **UNAUTHORIZED OCCUPANCY OR UTILIZATION OF BELL SOUTH'S FACILITIES**

- 1.15.1 **Licensing or Removal of Unauthorized Attachments.** If any of CLEC's attachments shall be found attached to pole(s) or occupying conduit systems for which no license is outstanding, BellSouth, without prejudice to its other rights or remedies under this Attachment, including termination of licenses, may impose a charge and require CLEC to submit in writing, within thirty (30) days after receipt of written notification from BellSouth of the unauthorized attachment or conduit occupancy, a pole attachment or conduit occupancy license application. If such application is not received by BellSouth within the specified time period, CLEC may be required at BellSouth's option to remove its unauthorized attachment or occupancy within sixty (60) days of the final date for submitting the required application, or BellSouth may at BellSouth's option remove CLEC's facilities without liability, and the expense of such removal shall be borne by CLEC. Charges for any such unauthorized occupancy shall be equal to the applicable license fees and charges which would have been payable from and after the date such facilities were first placed on BellSouth's poles or in BellSouth's conduit system, if CLEC provides reasonable documentation of such placement. If CLEC is unable to provide such reasonable documentation, then CLEC will pay two years worth of the applicable charges.
- 1.15.1.1 Nothing contained in the Attachment or any license issued hereunder shall be construed as requiring CLEC to bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than CLEC.
- 1.15.2 **Prompt Payment of Applicable Fees and Charges.** Fees and charges for pole attachments and conduit system occupancies, as specified herein and as modified from time to time, shall be due and payable immediately whether or not CLEC is permitted to continue the pole attachment or conduit occupancy.
- 1.15.3 **No Implied Waiver or Ratification of Unauthorized Use.** No act or failure to act by BellSouth with regard to said unlicensed use shall be deemed as a ratification of the unlicensed use; and if any license should be subsequently issued, said license shall not operate retroactively or constitute a waiver by BellSouth of any of its rights or privileges under this Attachment or otherwise; provided, however, that CLEC shall be subject to all liabilities, obligations and responsibilities of this Attachment in regard to said unauthorized use from its inception.

1.16 **REMOVAL OF CLEC'S FACILITIES**

1.16.1 **Pole Attachments.** CLEC, at its expense, will remove its attachments from any of BellSouth's poles within thirty (30) days after termination of the license covering such attachments. If CLEC fails to remove its attachments within such thirty (30) day period, BellSouth shall have the right to remove such attachments at CLEC's expense and without any liability on the part of BellSouth for damage or injury to CLEC's attachments unless caused by the negligence or intentional misconduct of BellSouth.

1.16.2 **Conduit Occupancy.** CLEC, at its expense, will remove its communications facilities from a conduit system within sixty (60) days after:

1.16.2.1 Termination of the license covering such conduit occupancy; or

1.16.2.2 The date CLEC replaces its existing facilities in one duct with substitute facilities in another duct.

1.16.3 If CLEC fails to remove its facilities within the specified period, BellSouth shall have the right to remove such facilities at CLEC's expense and without any liability on the part of BellSouth for damage or injury to such facilities unless caused by the negligence or intentional misconduct of BellSouth.

1.16.4 **Continuing Responsibility for Fees and Charges.** CLEC shall remain liable for and pay to BellSouth all fees and charges pursuant to provisions of this Attachment until all of CLEC's facilities are physically removed from BellSouth's poles or conduit system.

1.17 **FEES, CHARGES, AND BILLING**

1.17.1 **License Charges.** License charges commence on the first day of the calendar month following the date a license is issued. Such charges cease as of the final day of the calendar month preceding the month in which the attachment or occupancy is physically removed or the utilization is discontinued. A one-month minimum charge is applicable to all licenses.

1.17.2 **Notice of Rate and Computation of Charges.** On or about November 1 of each year, BellSouth will notify CLEC by certified mail, return receipt requested, of the rental rate and pole transfer rate to be applied in the subsequent calendar year. The letter of notification shall be incorporated in, and governed by, the terms and conditions of this Attachment. Attachment and occupancy rates shall be applied to the number of pole(s)

and duct feet of conduit for which licenses have been issued before December 1 of each calendar year. Charges for attachment(s) and occupancy which commenced during the preceding twelve (12) month period will be prorated accordingly.

1.18 ADVANCE PAYMENT AND IMPUTATION

1.18.1 Attachment and Occupancy Fees. Fees for pole attachment and conduit occupancy shall be based on the facilities for which licenses have been issued as of the date of billing by BellSouth, shall be computed as set forth in the Price Schedule of the BellSouth General Terms and Conditions of and shall be payable annually.

1.18.1.1 Charges associated with newly licensed attachments or occupancies and other attachments or occupancies of less than the entire annual billing period shall be prorated.

1.18.1.2 Charges shall be prorated retroactively in the event of the removal of CLEC's facilities.

1.18.2 The amount of any advance payment required shall be due within sixty (60) days after receipt of an invoice from BellSouth.

1.18.3 Imputation. BellSouth shall impute to its costs of providing telecommunications services (and charge any affiliate, subsidiary, or associate company engaged in the provision of such services) an equal amount to the charges set forth in this Section for all of the conduits, ducts, and poles it occupies and uses.

1.19 ASSURANCE OF PAYMENT

1.19.1 In the event CLEC fails to demonstrate credit worthiness, CLEC may be required to furnish a bond, letter of credit or other evidence of financial security having a minimum face amount of \$10,000.00 per state or \$50,000.00 per region. Such bond, letter of credit or other security shall be in a form satisfactory to BellSouth and may be increased from time to time as reasonably required by BellSouth to guarantee the performance of all obligations of CLEC hereunder. The amount of the bond, letter of credit or other security shall not operate as a limitation upon the obligations of CLEC hereunder.

Exhibit I
ADMINISTRATIVE FORMS AND NOTICES

This Exhibit I lists the types of administrative forms to be utilized in connection with this Section .

LIST OF ADMINISTRATIVE FORMS

Authorization for Make-Ready Work
Application and Conduit Occupancy License
Conduit System Diagram
Cable to Occupy Conduit
Equipment Housings to be Placed in manholes
Notification of Surrender or Modification of Conduit
Occupancy License by Licenses
Notifications of Unauthorized Attachments by Applicant
Application and Pole Attachment License
Pole, Anchor and Guy Strand Details
Application and Unused Transmission Media License
Application Survey Data
Notification of Surrender or Modification of Pole
Attachment License by Licenses

BONA FIDE REQUEST PROCESS

- 1.0 **Bona Fide Requests are to be used when OBTS requests a change to any Services and Elements, including any new features, capabilities or functionalities.**
- 1.1 **A Bona Fide Request shall be submitted in writing by OBTS and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a OBTS's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 or (ii) pursuant to the needs of the business. The request shall be sent to OBTS's Account Executive.**
- 1.2 **The requesting Party may cancel a Bona Fide Request at any time but will pay the other Party reasonable and demonstrable costs of processing and/or implementing the request up to the date of cancellation.**
- 1.3 **Within ten (10) business days of its receipt, BellSouth shall acknowledge in writing, the receipt of the Bona Fide Request and identify a single point of contact and any additional information needed to process the request.**
- 1.4 **Except under extraordinary circumstances, within thirty (30) days of its receipt of a Bona Fide Request, BellSouth shall provide to OBTS a preliminary analysis of the Bona Fide Request. The preliminary analysis will include an estimate of BellSouth's development costs (plus or minus 25 percent) and state whether BellSouth can meet OBTS's requirements, the requested availability date, or, if BellSouth cannot meet such date, provide an alternative proposed date together with a detailed explanation as to why BellSouth is not able to meet OBTS's requested availability date. BellSouth also shall indicate in this analysis its agreement or disagreement with OBTS's designation of the request as being pursuant to the Act or pursuant to the need of the business. In no event shall any such disagreement delay BellSouth's processing of the request. If BellSouth determines that it is not able to provide OBTS with a preliminary analysis within thirty (30) days of BellSouth's receipt of a Bona Fide Request, BellSouth will inform OBTS as soon as practicable. OBTS and BellSouth will then**

determine a mutually agreeable date for receipt of the preliminary analysis.

- 1.5 As soon as possible, but in no event more than ninety (90) days after receipt of the request, BellSouth shall provide OBTS with a firm Bona Fide Request quote which will include, at a minimum, the firm availability date, the applicable rates and the installation intervals, and a binding price quote.**
- 1.6 Unless OBTS agrees otherwise, all proposed prices shall be in accordance with the pricing principles of the Act, and any applicable FCC and Commission rules and regulations.**
- 1.7 Within thirty (30) days after receiving the firm Bona Fide Request quote from BellSouth, OBTS will notify BellSouth in writing of its acceptance or rejection of BellSouth's proposal.**

PERFORMANCE MEASUREMENT

1. PERFORMANCE MEASUREMENT

1.1 BellSouth, in providing Services and Elements to OBTS pursuant to this Agreement, shall provide OBTS the same quality of service that BellSouth provides itself and its end-users. This Attachment 12 includes OBTS's measurements for those requirements. The Parties have agreed to five (5) categories of Performance to be measured: (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 shall measure the following activities to meet the goals provided herein.

1.2 Except as otherwise provided in this Attachment 12, BellSouth shall provide data on a monthly basis for each state and for the nine states served by BellSouth. The data shall be reported to OBTS in a mutually agreed upon format which will enable OBTS to compare BellSouth's performance for itself with respect to a specific measure to BellSouth's performance for OBTS for that same specific measure. BellSouth shall also provide the raw data used to calculate each measurement for OBTS as reasonably requested by OBTS. For provisioning and maintenance, separate measurements shall 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 DELETED

1.4 BellSouth and OBTS recognize that percentage target performance levels have not been provided for all measurements and that such targets for certain categories of performance will be required to improve performance, to maintain parity with that which BellSouth has obligated itself to provide under this Agreement, or to improve service as OBTS and BellSouth may mutually agree. BellSouth and OBTS agree to meet to discuss establishment of such targets quarterly, starting no later than

ninety (90) days after actual performance occurs. Such targets will reflect a negotiated level of performance. Notwithstanding the foregoing, OBTS reserves its right to request targets that exceed parity. Such a request may require OBTS to reimburse BellSouth for the reasonable and demonstrable cost BellSouth incurs to provide such performance, as the Parties may mutually agree.

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 OBTS's desired due date for provisioning Services, Elements, or Combinations. BellSouth has stated that it cannot provide this measurement at this time. The Parties agree to review BellSouth's ability to provide Desired Due Date no later than October 1, 1997. Until such time as BellSouth provides this measurement, BellSouth agrees to provide a range of intervals provided below that it represents are reflective of the time it takes to install Services, Elements, or Combinations. BellSouth shall measure and provide data on the performance intervals (for each of BellSouth and OBTS Customers) and the Parties agree to meet to review interval data to assess whether the intervals should be improved, no later than August 1, 1997. In addition, BellSouth and OBTS shall jointly develop by July 1, 1997, an audit plan that will provide data to demonstrate that the intervals provided by BellSouth to OBTS are at parity with those BellSouth provided itself or its end-users.

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

* Under normal business conditions

<i>Business</i>	
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
<i>Residential</i>	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	
<i>Business or Residential</i>	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements by July 1, 1997.
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	
<i>Business or Residential</i>	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:

$$N = \text{Total Appointments Met}$$

$$D = \text{Total Appointments Set}$$

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

Measurement:

POTS: $N = \text{All troubles on service installed } < 30 \text{ days in a calendar month}$
 $D = \text{Installations in a calendar month}$
 Note: N and D are not the same order base.

Specials: $N = \text{Troubles on service installed } < 30 \text{ days}$
 $D = \text{Installations in a calendar month}$
 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:

$$N = \text{Total Number of FOCs Sent for the segment of each 24 hour period}$$

$$D = \text{Total Number of FOCs Sent in a 24 hour period}$$

BellSouth agrees to collect and measure data in 4 hour segments through September 1, 1997. At that time, OBTS and BellSouth will review BellSouth's ability to provide an Electronic FOC in four hours or less.

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

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

Measurement:

$N = \text{Number of Rejects or Error Status Sent in } \leq 1 \text{ hour}$

$D = \text{Total Number of Rejects or Error Status Sent}$

2.6 Service Orders Provisioned As Requested:

(BellSouth and OBTS agree to review appropriate information and develop a proposal to provide this measurement no later than August 1, 1997.

3. MAINTENANCE MEASUREMENTS

3.1 Time to Restore

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

Measurement:

$N = \text{Total Duration Time}$

$D = \text{Total Troubles}$

For Specials and Local Interconnection/Trunking:

$N = \text{Responsible Duration Time}$

$D = \text{Total Troubles}$

To the extent that OBTS requests 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. Additionally, to the extent that OBTS requests BellSouth to provide these measurements delineated in certain hourly intervals. BellSouth is agreeable to meeting this request for hourly intervals as delineated by OBTS, subject to an estimated one-time cost of \$20,000.00 and a monthly recurring cost of \$500.00. OBTS agrees 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.

$$N = \text{Total Repeats} < 30 \text{ days}$$

$$D = \text{Total Troubles}$$

3.3 Trouble Resolution Notification

BellSouth shall inform OBTS 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 OBTS 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:

$$N = \text{Total Appointments met}$$

$$D = \text{Total Appointment set}$$

3.6 Report Rate

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

Measurement:

$$N = \text{Number of Trouble Reports per month}$$

$$D = \text{Total number of Lines}$$

4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

BellSouth will mechanically transmit, via CONNECT:Direct, all usage records to OBTS's Message Processing Center once daily.

Measurement:

$N = \text{Total Number of Messages Sent within six (6) calendar days from Initial Recording}$

$D = \text{Total Number of Messages Sent}$

Target: $\leq 95\%$ 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:

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

$D = \text{Total number of Recorded Usage Data Records delivered during the current month}$

$\frac{N}{D} \times 100$

Target: $\geq 98\%$ 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:

$N = \text{Total Number of Recorded Usage Data Transmitted Correctly}$
 $\frac{\quad}{\quad} \times 100$

$D = \text{Total Number of Recorded Usage Data Transmitted}$

Target: $\geq 98\%$ of all recorded records delivered will be transmitted correctly

4.3.2 Transmission

BellSouth will ensure that the Recorded Usage Data is transmitted to OBTS 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 OBTS all packs error free in the format agreed.

Measurement:

$N = \text{Total Number of Data Packs Sent Error Free}$

$D = \text{Total Number of Data Packs Sent}$

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 **DELETED**
- 6.1.3.4 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 LIBD (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 OBTS 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 CLEC that an OBTS Customer has switched to CLEC service, BellSouth shall provision the change, and notify OBTS 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 OBTS to Another CLEC
Provisioned with Notification to OBTS in One Business Day
- D = Total Number of Local Service Changes from OBTS to
Another CLEC Provisioned with Notification to OBTS

- 7.2 When notified by OBTS 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 OBTS Provisioned with Notification via the
Work Order Completion Feed in \leq One Business Day
- D = Total Number of PIC Only Changes from One IEC to
Another Initiated by OBTS Provisioned with Notification
via the Work Order Completion Feed

- 7.3 If notified by an interexchange carrier using an '01' PIC order record that an OBTS 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 CLEC 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 an OBTS Local Customer
Rejected by BellSouth to IXC \leq One Business Day
- D = Total Number of PIC Changes for an OBTS Local Customer
Rejected by BellSouth to IXC

Table 1

UNBUNDLED NETWORK ELEMENTS

Network Interface Device, Per Month	\$0.76 (interim rate)
Loops, including NID	
2 wire	\$ 17.00
NRC First	\$140.00
NRC Add'l	\$ 42.00
4 wire	\$ 30.00
NRC First	\$141.00
NRC Add'l	\$ 43.00
2 wire ISDN	\$ 40.00
NRC First	\$306.00
NRC Add'l	\$283.00
DS1	\$ 80.00
NRC First	\$540.00
NRC Add'l	\$465.00
Unbundled Loop Channelization System (DS1 to VG)	
Per system, per month	\$480.00
NRC, First	\$350.00
NRC, Add'l	\$ 90.00
Per voice interface, per month	\$ 1.50
NRC, First	\$ 5.75
NRC, Add'l	\$ 5.50

Sub-Loops / Distribution Media	
Any request by OBTS for sub-loop unbundling/Distribution Media will be made pursuant to the Bona Fide Request Process identified in Attachment 9.	
End Office Switching	
Ports	
2 wire	\$ 2.00
NRC First	\$38.00
NRC Add'l	\$15.00
4 wire	\$10.00 (interim rate)
NRC First	\$38.00 (interim rate)
NRC Add'l	\$15.00 (interim rate)
2 wire ISDN	\$13.00
NRC First	\$88.00
NRC Add'l	\$66.00
2 wire DID	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire ISDN	TBD
NRC First	TBD
NRC Add'l	TBD
4 wire DS1	\$125.00
NRC First	\$112.00
NRC Add'l	\$ 91.00
Usage	
Initial Minute	\$0.0175
Additional minutes	\$0.005
Features, functions, capabilities	No additional charge

Operator Systems	
Operator Call Handling-Station & Person	\$1.00 per minute
Automated Call Handling	\$0.10 per call attempt
Directory Assistance	\$0.25 per call
DA Call Completion	\$0.03 per call attempt
Intercept	\$0.01 per call
Busy Line Verification	\$0.80 per call
Emergency Interrupt	\$1.00 per call
Directory Assistance	
DA Database	
per listing	\$0.001
monthly	\$100.00
Direct access to DA service	
per query	\$0.01
monthly	\$5,000.00
NRC, service establish charge	\$820.00
DA transport	
switched local channel	\$133.81 (interim rate)
NRC, first	\$866.97 (interim rate)
NRC, add'l	\$486.83 (interim rate)
switched dedicated DS1 level	
per mile	\$16.75 (interim rate)
per facility termination	\$59.75 (interim rate)

NRC	\$100.49 (interim rate)
switched common	
per DA call	\$0.0003
per DA call per mile	\$0.00001
tandem switched	
per DA call	\$0.00055
Dedicated Transport	
DS1, per termination	\$ 59.75
DS1, per mile	\$ 1.60
NRC	\$100.49 (interim rate)
Common Transport	
Per termination	\$0.0005
Per mile	\$0.000012
Tandem Switching	\$0.00029 per minute
Signaling Links	
A link	\$5.00 per link, per month
non-recurring	\$400.00
Link termination	\$113.00
Signal Transfer Points	
ISUP	\$0.0001 per message
TCAP	\$0.0004 per message
Usage surrogate	\$64.00 per month

Signal Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
<p>(1) BellSouth and OBTS shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.</p>	
Call Transport and Termination (2)	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch	
-Tandem switch + transport	\$.00125 per MOU
-End office Switch	\$.00200 per MOU
-Combined	\$.00325 per MOU
<p>(2) The Parties agree to bill a mutually agreed upon composite interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.</p>	

Table 2

RIGHTS OF WAY

BellSouth shall provide access to rights-of-way at rates that are consistent with Section 224 of the Telecommunications Act of 1934.

Table 3

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

Pole Attachment	\$4.20 per attachment, per year
Conduit, per foot	\$0.56 per foot, per year
Work performed by BellSouth Employee, per hour	Labor rate as developed in accordance with FCC Accounting Rules for work performed by BellSouth employees.

Table 4

LOCAL NUMBER PORTABILITY

OBTS and BellSouth shall pay its own costs in the provision of interim number portability. OBTS and BellSouth shall track their costs of providing interim number portability with sufficient detail to verify the costs, in order to facilitate the Florida PSC's consideration of recovery of these costs in Docket No. 950737-TP.

Table 5

(Interim Rates Pending Further Negotiation)

RECORDED USAGE DATA

Recording Services (only applied to unbundled operator services messages), per message	\$.008
Message Distribution, per message	\$.004
Data Transmission, per message	\$.001