



BellSouth Telecommunications, Inc.
Suite 400
150 South Monroe Street
Tallahassee, Florida 32301

850 222-1201
Fax 850 222-8640

Nancy H. Sims
Director - Regulatory Relations

December 8, 1999

ORIGINAL

RECORDS AND
REPORTING

99 DEC -8 PM 4:30

RECEIVED FPSC

Mrs. Blanca S. Bayo
Director, Division of Records and Reporting
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: Intermedia Petition for Arbitration

991854-7P

Dear Ms. Bayo:

Enclosed is an original and fifteen copies of replacement pages for BellSouth Telecommunications, Inc.'s Petition for Section 252(b) Arbitration that was filed on December 7, 1999 which we ask that you file in the above-captioned matter. The following pages from the original filing should be replaced.

Part A	All pages
Attachment 2	Pgs. 55-62
Attachment 3	All pages
Attachment 4	Pgs. 3,4,12-15
Attachment 9	Pg. 3

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,

Nancy H. Sims (JMS)

Director - Regulatory Relations

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FPSC BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

15029 DEC-8 99

FPSC-RECORDS/REPORTING

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Intermedia Communications Inc. ("Intermedia"), a Delaware corporation, and shall be deemed effective as of _____. This Agreement may refer to either BellSouth or Intermedia 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, Intermedia is an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

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

1. Term of the Agreement

- 1.1 The term of this Agreement shall be two years, beginning _____ and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 2.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 2.4 below.
- 1.2 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 resale and/or local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

1.3 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 resale and/or local interconnection terms, conditions and prices, either Party may petition the Commission to establish appropriate local interconnection and/or resale 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 and/or resale 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 and/or resale 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.

2.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 2.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to Intermedia pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to Intermedia pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.

2. Ordering Procedures

2.1 Intermedia shall provide BellSouth its Carrier Identification Code (CIC), Operating Company Number (OCN), Group Access Code (GAC) and Access Customer Name and Address (ACNA) code as applicable prior to placing its first order.

2.2 The Parties agree to adhere to the reasonable and non-discriminatory BellSouth Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate for the services ordered.

2.3 Intermedia shall pay charges for Operational Support Systems (OSS) as set forth in this Agreement in Attachment 1 and/or in Attachment 2, 3, 5 and 7 as applicable.

3. **Parity**

When Intermedia purchases, pursuant to Attachment 1 of this Agreement, telecommunications services from BellSouth for the purposes of resale to end users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its affiliates, subsidiaries and end users. To the extent technically feasible, the quality of a Network Element, as well as the quality of the access to such Network Element provided by BellSouth to Intermedia shall be at least equal in quality to that which BellSouth provides to itself. The quality of the interconnection between the networks of BellSouth and the network of Intermedia shall be at a level that is equal to that which BellSouth provides itself, a subsidiary, an Affiliate, or any other party. The interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by Intermedia.

4. **White Pages Listings**

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

4.1 **Listings.** BellSouth or its agent will include Intermedia residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories. Directory listings will make no distinction between Intermedia and BellSouth subscribers.

4.2 **Rates.** Subscriber primary listing information in the White Pages shall be provided at no charge to Intermedia or its subscribers provided that Intermedia provides subscriber listing information to BellSouth at no charge.

4.3 **Procedures for Submitting Intermedia Subscriber Information.** BellSouth will provide to Intermedia a magnetic tape or computer disk containing the proper format for submitting subscriber listings. Intermedia 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 BellSouth's Local Interconnection and Facility Based Ordering Guide.

- 4.4 Unlisted/Non-Published Subscribers. Intermedia will be required to provide to BellSouth the names, addresses and telephone numbers of all Intermedia customers that wish to be omitted from directories.
- 4.5 Inclusion of Intermedia Customers in Directory Assistance Database. BellSouth will include and maintain Intermedia subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Intermedia will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 4.6 Listing Information Confidentiality. BellSouth will accord Intermedia's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Intermedia's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 4.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 4.8 Delivery. BellSouth or its agent shall deliver White Pages directories to Intermedia subscribers at no charge.

5. Bona Fide Request/New Business Request Process for Further Unbundling

If Intermedia is a facilities based provider or a facilities based and resale provider, this section shall apply. BellSouth shall, upon request of Intermedia, provide to Intermedia access to its network elements at any technically feasible point for the provision of Intermedia's telecommunications service where such access is necessary and failure to provide access would impair the ability of Intermedia to provide services that it seeks to offer. Any request by Intermedia for access to a network element, interconnection option, or for the provisioning of any service or product that is not already available shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 11.

6. Court Ordered Requests for Call Detail Records and Other Subscriber Information.

To the extent technically feasible, BellSouth maintains call detail records for Intermedia end users for limited time periods and can respond to subpoenas and court ordered requests for this information. BellSouth shall maintain such

information for Intermedia end users for the same length of time it maintains such information for its own end users.

- 6.1 Intermedia agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to Intermedia end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 6.2 Intermedia agrees that in cases where Intermedia receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to Intermedia end users, Intermedia will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.
- 6.3 In cases where the timing of the response to the law enforcement agency prohibits Intermedia from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, Intermedia will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to Intermedia and bill Intermedia for the information. Intermedia agrees to reimburse BellSouth for the call detail information provided.
- 6.4 Intermedia will provide Intermedia end user and/or other customer information that is available to Intermedia in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests Intermedia end user and/or other customer information to Intermedia for the purpose of providing this information to the law enforcement agency.

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 Intermedia revenues.
- 7.2 **Intermedia Liability.** In the event that Intermedia consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of Intermedia under this Agreement.
- 7.3 **Liability for Acts or Omissions of Third Parties.** Neither BellSouth nor Intermedia shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.

7.4 Limitation of Liability.

7.4.1 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.

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

7.4.3 Neither BellSouth nor Intermedia 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.

7.4.4 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.

7.5 Indemnification for Certain Claims. The Party providing services hereunder, its affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy

arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the customer of the Party receiving services arising from such company's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement.

- 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. Intermedia 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 9.4.1 or 9.4.2 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 Intermedia 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 Intermedia shall receive such Information and not disclose such Information. BellSouth and Intermedia shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Intermedia with a need to know such Information and which employees agree to

be bound by the terms of this Section. BellSouth and Intermedia 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 Intermedia 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 Intermedia; (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. **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.

11. **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, either Party may 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.

12. **Taxes**

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

- 12.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.
- 12.2.1 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.
- 12.2.2 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.
- 12.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.
- 12.3.1 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.
- 12.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for 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.
- 12.3.3 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.
- 12.3.4 **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.**
- 12.3.5 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.

- 12.3.6 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.
- 12.3.7 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.
- 12.4 Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.
- 12.4.1 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.
- 12.4.2 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.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 12.4.4 **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.**
- 12.4.5 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.

12.4.6 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.

12.4.7 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.

12.5 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.

13. **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.

14. **Year 2000 Compliance**

Each Party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same

manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

15. Modification of Agreement

15.1 BellSouth shall make available, pursuant to 47 USC § 252(i) and the FCC rules and regulations regarding such availability, to Intermedia at the same rates and upon the same terms and conditions any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252(i). The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

15.2 If Intermedia changes its name or makes changes to its company structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of Intermedia to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

15.3 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.

15.4 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

15.5 In the event that any **final and nonappealable** legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Intermedia or BellSouth to perform any material terms of this Agreement, Intermedia or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.

Intermedia proposes "effective"

15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to

which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16. **Waivers**

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

17. **Governing Law**

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

18. **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.

19. **Notices**

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

BellSouth Telecommunications, Inc.

**CLEC Account Team
9th Floor
600 North 19th Street
Birmingham, Alabama 35203**

and

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

Intermedia Communications Inc.

Carl Jackson
Senior Director
Intermedia Communications, Inc.
3625 Queen Palm Drive
Tampa, Florida 33619

General Counsel
3625 Queen Palm Drive
Tampa, Florida 33619

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

- 19.2 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.
- 19.3 BellSouth shall provide Intermedia notice via Internet posting of new services, price changes, and of changes to the terms and conditions of services available for resale.
20. **Rule of Construction**
- No rule of construction requiring interpretation against the drafting Party hereof shall apply in the interpretation of this Agreement.
21. **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.
22. **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.
23. **Implementation of Agreement**

If Intermedia is a facilities based provider or a facilities based and resale provider, this section shall apply. Within 60 days of the execution of this Agreement, the Parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 10 of this Agreement.

24. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, Intermedia shall be responsible for publishing the required notice and the publication and/or notice costs shall be borne by Intermedia.

25. 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 writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services

Local Interconnection

Resale

Collocation

The following services are included as options for purchase by Intermedia. Intermedia shall elect said services by written request to its Account Manager if applicable.

Optional Daily Usage File (ODUF)

Enhanced Optional Daily Usage File (EODUF)

Access Daily Usage File (ADUF)

Line Information Database (LIDB) Storage

Centralized Message Distribution Service (CMDS)

Calling Name (CNAM)

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

BellSouth Telecommunications, Inc.

Intermedia Communications Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

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.

As Defined by the Act means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and decisions of the FCC and the Commission.

Centralized Message Distribution System is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) 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 Interface (EMI) format exchanged from BellSouth to a CLEC.

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

Information Service means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.

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 Telcordia (formerly BellCore)'s Calling 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.

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 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.

BELLSOUTH PROPOSED LANGUAGE

Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

INTERMEDIA PROPOSED LANGUAGE

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 defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Compensation for the exchange of Local Traffic shall be as set forth in Attachment 3, Section 6.

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 Telcordia (formerly BellCore) as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service.

Non-Intercompany Settlement System (NICS) is the Telcordia (formerly 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 Intermedia designated Signaling Points of Interconnection that provide a diverse transmission path and cross connect to a BellSouth Signal Transfer Point.

Telecommunications means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.

Telecommunications Service means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

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

17.3

True-up

This section applies only to North Carolina and Tennessee.

The interim prices for Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

1. The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a final order (including any appeals) of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
2. The Parties may continue to negotiate toward final prices, but in the event that no such Agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated Agreement” under Section 252(e) of the Act.
3. A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
 - (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of network element and other services prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

Add 319 Language from Intermedia

Intermedia proposes the following changes based on the FCC's UNE Remand Order and Supplemental Order. BellSouth has not had the opportunity to review the language below, since it was not proposed until December 3, 1999.

New "1.8" BellSouth will provide reasonable and nondiscriminatory access to Network Elements on an unbundled basis, pursuant to the terms, conditions and rates set forth in this attachment, and in accordance with all effective rules and decisions of the FCC and the Commission.

New "1.9" [Based on UNE Remand Order, and FCC Rule 315(b)]:

Consistent with FCC Rule 315(b), upon request by Intermedia, BellSouth shall provide Intermedia with access to existing combinations of network elements in BellSouth's network. Such combinations must be made available at Commission approved, cost-based rates for the individual network elements contained in this Attachment and shall be used by Intermedia to provide a significant amount of local exchange service, in addition to exchange access service, to a particular End User.

New "1.10" [Based on UNE Remand Order, ¶¶ 480, 486; UNE Remand Supplemental Order, ¶¶ 2, 3, 4, 5; and FCC Rule 315(b)]:

Conversion of Special Access Circuits to Enhanced Extended Links ("EELs"). Pursuant to FCC Rule 315(b), in specific circumstances, BellSouth is presently obligated to provide access to the EEL, which is a combination of multiplexing, loop and transport network elements combined by BellSouth. In particular, BellSouth may not separate loop and transport elements that are currently combined and purchased through its special access tariffs. Within 10 days of a request by Intermedia, BellSouth must convert such special access circuits to a loop-transport combination (an EEL) at unbundled network element prices amounting to the sum of Commission approved, cost-based rates for the individual network elements contained in this Attachment. Unless and until the FCC or a state commission with appropriate jurisdiction rule otherwise, BellSouth's obligation to convert special access circuits to EELs is limited to those instances where Intermedia certifies that it will use such EELs to provide a significant amount of local exchange service, in addition to exchange access service, to a particular End User.

2.1.1 Replace section with the following based on the UNE Remand Order and Rule 319(a):

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to the local loop on an unbundled basis pursuant to the following terms and conditions and at the TELRIC-based rates approved by the Commission and set forth in this Attachment.

2.2.1 Replace section with the following based on the UNE Remand Order and Rule 319(a)(1):

The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, dark fiber, attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and line conditioning. The local loop includes, but is not limited to, DSL, DS3, fiber, and other high capacity loops. Unless otherwise requested, all loops will be provisioned with a Network Interface Device ("NID").

New 2.4 Loop Conditioning [This section is based on the UNE Remand Order and Rule 319(a)(3)]:

2.4.1 BellSouth shall condition loops, as requested by Intermedia, whether or not BellSouth offers advanced services to the End User on that loop.

2.4.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.

2.4.3 BellSouth shall recover the cost of line conditioning requested by Intermedia through a nonrecurring charge set by the Commission in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with FCC Rule 51.507(e).

2.4.4 To the extent technically feasible, BellSouth shall test and report trouble for all the features, functions, and capabilities of conditioned loops, and may not restrict testing to voice-transmission only.

4.1.1 Replace section with the following based on the UNE Remand Order and Rule 319(b):

The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. BellSouth shall permit Intermedia to connect its own loop

facilities to on-premises wiring through BellSouth's network interface device, or at any other technically feasible point.

6.1 Replace section with the following based on the UNE Remand Order and Rule 319(a):

BellSouth shall provide nondiscriminatory access, in accordance with § 51.311 and section 251(c)(3) of the Act, to the subloop, including inside wiring owned or controlled by BellSouth, on an unbundled basis pursuant to the following terms and conditions and at the TELRIC-based rates approved by the Commission and set forth in this Attachment.

6.2.1.1 Replace section with the following based on the UNE Remand Order and Rule 319(a)(2):

The subloop network element is defined as any portion of the loop that is technically feasible to access at terminals in BellSouth's outside plant, including inside wire. An accessible terminal is any point on the loop where technicians can access the wire or fiber within the cable without removing a splice case to reach the wire or fiber within. Such points may include, but are not limited to, the pole or pedestal, the network interface device, the minimum point of entry, the single point of interconnection, the main distribution frame, the remote terminal, and the feeder/distribution interface.

6.2.1.1 Replace section with the following based on the UNE Remand Order and Rule 319(a)(2)(A):

Inside Wire. Inside wire is defined as all loop plant owned by the BellSouth on end-user customer premises as far as the point of demarcation as defined in § 68.3, including the loop plant near the end-user customer premises. Carriers may access the inside wire subloop at any technically feasible point including, but not limited to, the network interface device, the minimum point of entry, the single point of interconnection, the pedestal, or the pole.

Intermedia may request confirmation that BellSouth owns and/or controls inside wire in a particular building. BellSouth will provide such confirmation within 10 business days after receiving a written request that identifies the building or buildings in question.

6.2.1.2 Replace section with the following based on the UNE Remand Order and Rule 319(a)(2)(B):

Technical feasibility. If parties are unable to reach agreement, pursuant to voluntary negotiations, as to whether it is technically feasible, or whether sufficient space is available, to unbundle the subloop at the point where a carrier requests, BellSouth shall have the burden of demonstrating to the Commission,

pursuant to state arbitration proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible, to unbundle the subloop at the point requested.

New 6.2.1.3 [Based on the UNE Remand Order and Rule 319(a)(2)(C)]:

Best practices. Once any state commission (nationwide) has determined that it is technically feasible to unbundle subloops at a designated point, BellSouth shall have the burden of demonstrating, pursuant to state arbitration proceedings under section 252 of the Act, that it is not technically feasible, or that sufficient space is not available, to unbundle its own loops at such a point.

New 6.2.1.4 [Based on the UNE Remand Order and Rule 319(a)(2)(D)]:

Subloop access via collocation. BellSouth must provide access to the subloop in accordance with the FCC's collocation rules, 47 C.F.R. §§ 51.321-323.

New 6.2.1.4 [Based on the UNE Remand Order and Rule 319(a)(2)(E)]:

Single point of interconnection. BellSouth shall provide a single point of interconnection at multi-unit premises that is suitable for use by multiple carriers. This obligation is in addition to BellSouth's obligation to provide nondiscriminatory access to subloops at any technically feasible point. If parties are unable to negotiate terms and conditions regarding a single point of interconnection, issues in dispute, including compensation due BellSouth under forward-looking pricing principles, shall be resolved under the dispute resolution processes in section 252 of the Act.

6.3.1 Replace section with the following based on the UNE Remand Order and Rule 319(a)(1):

BellSouth will provide Intermedia with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into BellSouth's collocation space. TR-008 and TR303 interface standards are available.

6.4.1 Replace section with the following based on the UNE Remand Order and Rule 319(a)(2)(A):

BellSouth will provide Intermedia with access to its Unbundled Network Terminating Wire (UNTW) pursuant to the following terms and conditions at rates as set forth in this Attachment, and in a manner consistent with FCC rules and decisions, including, but not limited to FCC Rule 319.

6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4, 6.6.5 Delete – these sections are not consistent with FCC Rule 319(a)(2)(A) and FCC policy established in the UNE Remand Order.

7. Replace section with the following based on the UNE Remand Order and Rule 319(c):

Switching

7.1.1 Replace section with the following based on the UNE Remand Order and Rule 319(c):

BellSouth shall provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to local circuit switching capability and local tandem switching capability on an unbundled basis, except as set forth in FCC Rule 51.319(c)(1)(B), to Intermedia for the provision of a telecommunications service. BellSouth shall be required to provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act to packet switching capability on an unbundled basis to Intermedia for the provision of a telecommunications service as described in Rule 51.319(c)(3)(B).

New 7.1.1.1 [Based on the UNE Remand Order and Rule 319(c)(1)(A)]:

Local Circuit Switching Capability, including Tandem Switching Capability. The local circuit switching capability network element is defined as:

1. Line-side facilities, which include, but are not limited to, the connection between a loop termination at a main distribution frame and a switch line card;
2. Trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and
3. All features, functions and capabilities of the switch, which include, but are not limited to:
 - a. The basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to the incumbent LEC's customers, such as a telephone number, white page listing and dial tone, and
 - b. All other features that the switch is capable of providing, including but not limited to, customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

New 7.1.1.3 [Based on the UNE Remand Order and Rule 319(c)(2)]:

Local Tandem Switching Capability. The tandem switching capability network element is defined as:

Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;

The basic switch trunk function of connecting trunks to trunks; and

The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.

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

New 7.1.1.4 [Based on the UNE Remand Order and Rule 319(c)(3)]:

Packet Switching Capability. The packet switching capability network element is defined as the basic packet switching function of routing or forwarding packets, frames, cells or other data units based on address or other routing information contained in the packets, frames, cells or other data units, and the functions that are performed by Digital Subscriber Line Access Multiplexers, including but not limited to:

1. The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
2. The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;
3. The ability to extract data units from the data channels on the loops, and
4. The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

New 7.1.1.5 [Based on the UNE Remand Order and Rule 319(c)(3)]:

BellSouth must provide nondiscriminatory access to unbundled packet switching capability in cases where each of the following conditions are satisfied:

1. BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
2. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
3. BellSouth has not permitted a requesting carrier to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or

environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by FCC Rule 51.319(b); and

4. BellSouth has deployed packet switching capability for its own use.

7.2.1 Delete – this section is not consistent with FCC Rule 319(c) and FCC policy established in the UNE Remand Order.

8. Replace section with the following based on the UNE Remand Order and Rule 319(d):

Interoffice Transmission Facilities

BellSouth must provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act, to interoffice transmission facilities on an unbundled basis to Intermedia for the provision of a telecommunications service.

- 8.1 Replace section with the following based on the UNE Remand Order and Rule 319(d):

Interoffice transmission facility network elements include:

1. Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services including, but not limited to, DS1, DS3 and OCn levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers owned by BellSouth, Intermedia or other carriers, or between switches owned by BellSouth, Intermedia or requesting telecommunications carriers;
2. Dark fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics;
3. Shared transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network.

New 8.1.1 [Based on the UNE Remand Order and Rule 319(d)]:

BellSouth shall:

1. Provide Intermedia exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

Attachment 3

Local Interconnection

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Local Interconnection: Call Transport and Termination

The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

1. Network Interconnection

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement or Fiber Meet arrangement as defined in this Agreement; or (2) interconnection via purchase of facilities from the other Party. Interconnection may be provided by the Parties at any other technically feasible point. Requests to BellSouth for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 11.

1.2 Intermedia must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of Intermedia's originated local, intraLATA toll and transit traffic. If Intermedia chooses to interconnect at a single Point of Interconnection within a LATA, the interconnection must be at a BellSouth Access Tandem. Furthermore, Intermedia must establish Points of Interconnection at all BellSouth access and local tandems where Intermedia NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and Intermedia End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is Intermedia's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

1.2.1 In order for Intermedia to home its NPA/NXX(s) on a BellSouth Tandem, Intermedia's NPA/NXX(s) must be assigned to an Exchange Rate Center Area served by that BellSouth Tandem and as specified by BellSouth. The specified association between BellSouth Tandems and Exchange Rate Center Areas is defined in the *BellSouth Call Transport & Termination Service For Facility Based CLECs* section of the *Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.

Intermedia proposal – replace 1.2 and 1.2.1 above with the following:

Intermedia must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of traffic originated

by Intermedia. Each party hereto is free to define its own local calling area, subject to state commission approval where required. Each party also is free to assign local numbers allocated for their use anywhere within their own defined local calling area, provided that such number assignment is consistent with all generally applicable rules and regulations governing assignment of local telephone numbers. However, in the event that Intermedia establishes a POI at a BellSouth tandem switch other than one where Intermedia's assigned NNXs are "homed," Intermedia will be responsible to self provision interoffice transport required to deliver traffic originating from the tandem switch serving customers to which numbers utilizing such NNXs are allocated to the tandem switch to which such NNX are homed, or to purchase such interoffice transport from BellSouth pursuant to Attachment 2, at Intermedia's option. A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and Intermedia's End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is Intermedia's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

- 1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.
- 1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and Intermedia's interconnection functions. It establishes the technical interface and point of operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:
1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
 2. It is a point where BellSouth and Intermedia can verify and maintain specific performance objectives.
 3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
 4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.
- 1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. Intermedia's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems.

1.6 Intermedia, at its option, shall establish Points of Presence and Points of Interface for the delivery of its originated local and intraLATA/~~interLATA~~ toll traffic to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection. **[Intermedia wants it add interLATA]**

1.7 BellSouth shall designate the Points of Presence and Points of Interface for the delivery of its originated local and intraLATA/~~interLATA~~ toll traffic to Intermedia for call transport and termination by Intermedia. . **[Intermedia wants it add interLATA]**

1.8 Interconnection via Purchase of Facilities

1.8.1 Either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

Additionally, either Party may purchase Dedicated Transport facilities from its designated serving wire center to the other Party's first point of switching. The Parties agree that charges for such Dedicated Transport facilities are as set forth in Exhibit A to this Attachment. If a nonrecurring or recurring rate is not identified in Exhibit A for Dedicated Transport, the rate shall be as set forth in the appropriate BellSouth intrastate or interstate tariff for switched access services.

1.8.2 For the purposes of this Attachment, Local Channel is defined as a switch transport facility between a Party's Point of Presence and its designated serving wire center.

1.8.3 For the purposes of this Attachment, Serving Wire Center is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence.

1.8.4 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party's designated serving wire center and the first point of switching on the other Party's common (shared) network.

1.9 BellSouth **Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of Intermedia-originated local and BellSouth transported intraLATA toll traffic by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. **However, Intermedia must still establish Points of Interconnection at all BellSouth access tandems where Intermedia NXXs are "homed". If**

Intermedia does not have NXXs homed at a BellSouth access tandem within a LATA and elects not to establish Points of Interconnection at such BellSouth access tandem, Intermedia can order MTA in each BellSouth access tandem within the LATA where it does have a Point of Interconnection and BellSouth will terminate traffic to end-users served through those BellSouth access tandems where Intermedia does not have a Point of Interconnection. MTA shall be provisioned in accordance with BellSouth's reasonable and non-discriminatory Ordering Guidelines. **[Intermedia wants to delete shaded language]**

- 1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on Intermedia's NXX Access Tandem homing arrangement as specified by Intermedia in the national Local Exchange Routing Guide (LERG).
- 1.9.2 For Intermedia-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third Party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 1.9.3 With MTA, compensation for the termination of Intermedia's local traffic will be billed on an elemental basis at the rates specified in Exhibit A to this Attachment on a statewide basis.
- 1.9.4 To the extent Intermedia does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, Intermedia must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area. To the extent Intermedia does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.

- 1.10 **Local Tandem Interconnection.** This interconnection arrangement allows Intermedia to establish a Point of Interconnection at BellSouth local tandems for: (1) the delivery of Intermedia-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's GSST, section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established Points of Interconnection at those BellSouth local tandems.

[Intermedia proposal for 1.10] This interconnection arrangement allows Intermedia to establish a Point of Interconnection at BellSouth local tandems for either party's delivery of traffic to the other party.

1.10.1 When a specified local calling area is served by more than one BellSouth local tandem, Intermedia must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Intermedia may choose to establish a Point of Interconnection at the BellSouth local tandems where it has no codes homing but is not required to do so. Intermedia may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Intermedia does not choose to establish a Point of Interconnection. It is Intermedia's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Intermedia's codes. Likewise, Intermedia shall obtain its routing information from the LERG.

1.10.2 Notwithstanding establishing Points of Interconnection to BellSouth's local tandems, Intermedia must also establish Points of Interconnection to BellSouth access tandems within the LATA on which Intermedia has NPA/NXX's homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic and traffic to Type 2A CMRS connections located at the access tandems. BellSouth cannot switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

Intermedia proposes to delete 1.10.1 and 1.10.2]

1.10.3 BellSouth's provisioning of local tandem interconnection assumes that Intermedia has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.

1.11 Fiber Meet

1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).

1.11.2 If Intermedia elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, Intermedia and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by

- which they shall interconnect their networks for the routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. However, Intermedia's SONET transmission must be compatible with BellSouth's equipment in the serving wire center, and the Data Communications Channel (DCC) must be turned off.
- 1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
- 1.11.4 Intermedia shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the Intermedia Interconnection Wire Center ("Intermedia Wire Center").
- 1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable Intermedia to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to Intermedia, Point of Interface to BellSouth).
- 1.11.6 Intermedia shall deliver and maintain such strands wholly at its own expense. Upon verbal request by Intermedia, BellSouth shall allow Intermedia access to the Fiber Meet entry point for maintenance purposes as promptly as possible and in a reasonable and non-discriminatory manner.
- 1.11.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.11.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e. the Providing Party's Commission or FCC approved Interstate or Intrastate Access Services Tariff).

2. Interconnection Trunking and Routing

- 2.1 BellSouth and Intermedia shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with applicable, reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs* section of the *Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.
- 2.2 Any Intermedia interconnection request that deviates from the standard trunking configurations as described in applicable, reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs* section of the *Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to Intermedia from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require Intermedia to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.
- 2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Intermedia not addressed in Exhibit A shall be as set forth in the appropriate Party's Commission of FCC approved intrastate or interstate tariff for switched access services. For two-way trunking, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at 50% of the applicable contractual or tariff rates for the services provided by each Party. Intermedia shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.
- 2.4 The Parties shall utilize direct end office trunking under the following conditions:
- (1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Intermedia and BellSouth's subscribers.
- (2) Traffic Volume -To the extent either Party has the capability to measure the amount of traffic between a Intermedia switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Intermedia switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow

traffic between Intermedia's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of the conditions (1) or (2) above and agreement will not unreasonably be withheld.

- 2.5 Switched Access traffic will be delivered to and by IXC's based on Intermedia's NXX Access Tandem homing arrangement as specified by Intermedia in the national Local Exchange Routing Guide (LERG).
- 2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

3. Network Design and Management for Interconnection

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other 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. Both Parties agree 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.

- ~~3.2~~ 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 (Calling Party Number) when technically feasible.

- ~~3.3~~ Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.

- 3.4 Network Management Controls. Both Parties will work cooperatively and in good faith to exchange applicable information and to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent call blocking and network congestion.
- 3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, 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 each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 3.6 Forecasting Requirements.
- 3.6.1 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. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to Intermedia, Intermedia must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If Intermedia refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
- 3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging 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 shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.
- 3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements

indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.

- 3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 3.6.5 Signaling Call Information. BellSouth and Intermedia will send and receive 10 digits for local traffic. Additionally, BellSouth and Intermedia will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

4. **Parity in Ordering and Provisioning**

Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning services the Parties provide themselves "Equal in Quality" shall have the meaning accorded in 47 C.F.R. § 51.305(a)(3). Detailed procedures for ordering and provisioning BellSouth interconnection services are set forth in the reasonable and non-discriminatory *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide*.

5. **Local Dialing Parity**

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, Intermedia 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.

6. **Interconnection Compensation**

6.1 Reciprocal Compensation for Local Traffic

6.1.1 Local Traffic is defined as any telephone call that originates in one exchange and terminates in either the same exchange, or other local calling area associated with the originating exchange as defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or is directed to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user's choosing. In any event, neither Party will pay reciprocal compensation to the other if the "traffic" to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.

6.1.2 The Parties shall provide for the mutual and reciprocal recovery of the costs for the elemental functions performed in transporting and terminating local traffic on each other's network. The Parties agree that charges for transport and termination of calls on its respective networks are as set forth in Exhibit A to this Attachment.

6.1.3 For the purposes of this Attachment, Common (Shared) Transport is defined as the transport of one Party's traffic by the other Party over the other Party's common (shared) facilities between the other Party's tandem switch and end office switch and/or between the other Party's tandem switches.

6.1.4 For the purposes of this Attachment, Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office (the Tandem switch).

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

[Intermedia proposes to delete 6.1.1 through 6.1.5 with the following] Reciprocal Compensation for Local Traffic shall be paid at the Commission approved rates and in accordance with FCC Rule 51.711 and other applicable rules and decisions of the FCC and the Commission.

6.1.6 If Intermedia utilizes a switch outside the LATA and BellSouth chooses to purchase dedicated or common (shared) transport from Intermedia for transport and termination of BellSouth originated traffic, BellSouth will pay Intermedia no more than the airline miles between the V & H coordinates of the Point of Interface within the LATA where Intermedia receives the BellSouth-originated traffic and the V & H coordinates of the BellSouth Exchange Rate Center Area that the Intermedia terminating NPA/NXX is associated in the same LATA. For these situations, BellSouth will compensate Intermedia at either dedicated or common (shared) transport rates specified in Exhibit A and based upon the functions provided by Intermedia as defined in this Attachment.

Modified ICI proposal (replace section with the following):

If BellSouth chooses to purchase dedicated or common (shared) transport from Intermedia for transport and termination of BellSouth originated traffic, BellSouth will pay for such services based on mileage calculated in the same manner as BellSouth calculates mileage for the purposes of billing Intermedia for its purchases of analogous transport segments from BellSouth. BellSouth will compensate Intermedia at the reasonable rates set by Intermedia.

- 6.1.7 Neither Party shall represent Switched Access services traffic as Local Traffic for purposes of payment of reciprocal compensation.

- 6.2 **Unidentifiable traffic.** Intermedia shall utilize its NPA/NXXs in such a way and will provide the necessary information so that BellSouth shall be able to distinguish Local from IntraLATA Toll traffic for BellSouth originated traffic. Intermedia end users' assigned NPA/NXX line numbers shall be physically located in the BellSouth rate center with which the NPA/NXX has been associated. Whenever BellSouth delivers traffic to Intermedia for termination on the Intermedia's network, if BellSouth cannot determine, because of the manner in which Intermedia 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 Intermedia can provide sufficient information for BellSouth to determine whether said traffic is local or toll.

Modified ICI proposal For traffic delivered over local interconnection trunks, each party will provide the other with Calling Party Number ("CPN") information, if available. If CPN is not available, each party will provide a PLU report identifying intralATA toll traffic.

- 6.3 **Percent Local Use.** 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, excluding transit traffic. By the first of January, April, July and October of each year, BellSouth and Intermedia shall provide a positive report updating the PLU. Both Parties shall adhere to reasonable and non-discriminatory requirements associated with PLU reporting as shall be 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. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's

option be utilized to determine the appropriate local usage compensation to be paid.

6.4 **Percentage Interstate Usage.** For combined interstate and intrastate Intermedia traffic terminated by BellSouth over the same facilities, Intermedia 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 Intermedia. 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. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company’s option be utilized to determine the appropriate local usage compensation to be paid.

6.5 **Audits.** - On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Intermedia shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU 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 auditor paid for by the Party requesting the audit. The PLU and/or PIU 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 and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 **Rate True-up**

This section applies only to North Carolina and Tennessee.

6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:

6.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by a **final order (including any appeals) effective order** of the Commission which final order meets the criteria of (3) below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final

payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement. **[Intermedia wishes this to be with effective order]**

- 6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act.
- 6.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

6.7 Compensation for IntraLATA Toll Traffic

6.7.1 **IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as any telephone call that is not local or switched access per this Agreement.**

[Intermedia proposal] - IntraLATA Toll Traffic is defined as all basic intraLATA message services calls other than Local Traffic.

- 6.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company’s network, the originating Party will pay the terminating Party, the terminating Party’s current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in

the terminating Party's Commission approved Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Commission approved Intrastate or Interstate Access Services Tariff.

6.7.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the providing Party's Commission approved Intrastate or Interstate switched access tariffs.

6.7.4 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 EMI format for a fee of \$0.013 per record.

6.7.5 800 Access Screening. Should Intermedia 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. Intermedia shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Intermedia 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.

6.8 Mutual Provision of Switched Access Service

6.8.1 Switched Access Traffic. Switched Access Traffic is as defined in the BellSouth Access Tariff. Additionally, IP Telephony traffic will be considered switched access traffic.

[Intermedia proposes - Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.]

6.8.2 When BellSouth and Intermedia 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. The Parties will use the Multiple Exchange

Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic. Thirty (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 no more than sixty (60) days after the recording date. 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. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary in accordance with MECAB guidelines or by mutual agreement by the Parties.

6.8.3 In the event that either Party fails to provide switched access detailed usage data to the other Party within 90 days after the recording date and the receiving Party is unable to bill and/or collect access revenues due to the sending Party's failure to provide such data within said time period, then the Party failing to send the data as specified herein shall be liable to the other Party in an amount equal to the unbillable or uncollectible revenues. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.

6.8.4 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.

6.8.5 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.

6.8.6 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.

[Intermedia proposed language] In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and shall make best efforts to do so within 48 hours. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; and further provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available. If the estimated billing is not accepted for payment by the affected Access Services Customer(s), the responsible Party shall be liable to the other Party for any resulting lost revenue up to a maximum of \$10,000 in the aggregate in any one (1) month period. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated Access Service revenues. Lost revenue will be calculated by

subtracting the amount actually paid by the affected Access Services Customer(s) from the estimated billing derived pursuant to the process set forth in this section.

6.8.7 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.

6.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.9 **Transit Traffic Service.** Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and transported by the other Party and terminates on a third party's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Billing associated with all transit traffic shall be pursuant to MECAB procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

Intermedia proposal for 6.9 above

Transit Traffic Service. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Party's network that is switched and transported by the other Party and terminates on a third party carrier's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination as set forth in Attachment 2. Billing associated with all transit traffic shall be pursuant to a Meet-Point Billing basis, pursuant to MECAB procedures.

6.9.1 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. Intermedia is responsible for and shall negotiate the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic

through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function. Further, Intermedia agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of Intermedia for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

Intermedia proposal 6.9.1 above

The delivery of traffic originated by Intermedia which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates as set forth in Exhibit A to this Attachment. Intermedia is responsible for establishing the necessary agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier as a result of providing the transit function. Further, Intermedia agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of Intermedia for which a valid contract or order has not been established.

Intermedia proposed adding the following for 6.9.2

The Parties shall compensate each other for Transit Traffic Service as follows:

- (a) For Local Traffic and IntraLATA Toll Traffic originating from Intermedia that is delivered over the Transit Traffic Service, Intermedia will pay to BellSouth the applicable Tandem Switching and/or Interoffice Transport charges set forth in Attachment 2 to the Agreement. Charges for services provided by the Parties to a third party carrier(s) shall be assessed on a meet point basis, consistent with the terms of Section 6.8.2 hereof.
- (b) For Local Traffic and IntraLATA Toll Traffic that is to be terminated to Intermedia from a third party LEC or CMRS provider, BellSouth shall deliver such Local Traffic and IntraLATA Toll Traffic to Intermedia in accordance with the terms and conditions of such other party's transit agreement, and such third party LEC or CMRS provider (and not Intermedia) shall be responsible to pay BellSouth the applicable transit service charges.
- (c) In the case of 800/888/877 calls originated from Intermedia to a third party carrier, using tandem Transit services, the Transit service charge will be charged to the terminating carrier.

- 6.10 Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the interconnection compensation arrangements of this Agreement.

Intermedia's proposal for 6.10

Compensation for ISP-Bound Traffic. Until such time as the FCC or the Commission, consistent with applicable FCC rules and decisions, has established an intra-carrier compensation mechanism applicable to and establishing cash compensation for ISP-Bound Traffic, ISP-Bound Traffic shall be treated as Local Traffic subject to reciprocal compensation in a manner consistent with FCC Rule 51.711 and other applicable rules and decisions of the FCC and the Commission. ISP-Bound Traffic is defined as calls that are originated by End Users of one Party to an End User of the other Party which is an Information Services Provider ("ISP").

7. Frame Relay Service

- 7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and Intermedia's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which Intermedia is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between Intermedia and BellSouth Frame Relay Switches in the same LATA.
- 7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 7.3 Upon the request of either Party, such interconnection will be established where BellSouth and Intermedia have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 7.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.

7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:

7.5.1 If the data packets originate and terminate in locations in the same LATA, and consistent with the local definitions of the Agreement, the traffic is considered local. Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").

Intermedia proposes the following for 7.5.1:

Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC originate and terminate within the LATA, the traffic on that VC is local ("Local VC").

7.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").

7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, Intermedia may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at BellSouth's request, and within 90 days, if BellSouth notifies Intermedia that it has found that this method does not adequately represent the PLCU.

7.5.4 If there are no VCs on a facility when it is billed, the PLCU will be **zero**.

Intermedia position is that PLCU should be one hundred (100)

7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Intermedia will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Intermedia's PLCU.

Intermedia proposes replacing 7.5.5 with the following:

BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring charges for the circuit based upon the rates set forth in Exhibit X to this Attachment. Intermedia will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of Intermedia's PLCU.

- 7.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in BellSouth's Interstate Access Tariff, FCC No. 1. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring charges for the NNI port. Intermedia will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Intermedia's PLCU.

Intermedia proposes replacing 7.5.5 with the following:

The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the NNI rates set forth in Exhibit X to this Attachment. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring charges for the NNI port. Intermedia will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by Intermedia's PLCU.

- 7.7 Each Party agrees that there will be no charges to the other Party for its own subscriber's Permanent Virtual Circuit (PVC) rate elements for the local PVC segment from its Frame Relay switch to its own subscriber's premises. PVC rate elements include the Data Link Connection Identifier (DLCI) and Committed Information Rate (CIR).

- 7.8 For the PVC segment between the Intermedia and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in BellSouth's Interstate Access Tariff, FCC No. 1.

Intermedia proposes replacing 7.8 with the following:

For the PVC segment between the Intermedia and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the rates in Exhibit X to this Attachment.

- 7.9 Compensation for PVC rate elements will be calculated as follows:

- 7.9.1 If Intermedia orders a VC connection between a BellSouth subscriber's PVC segment and a PVC segment from the BellSouth Frame Relay switch to the Intermedia Frame Relay switch, BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring PVC charges for the PVC segment between the BellSouth and Intermedia Frame Relay switches. If the VC is a Local VC, Intermedia will then invoice and BellSouth will pay, the total nonrecurring and recurring PVC charges billed for that segment. If the VC is not local, no compensation will be paid to Intermedia for the PVC segment.

Intermedia proposes replacing 7.9.1 with the following:

If a local PVC is ordered by either party, BellSouth will invoice and Intermedia will pay the total non-recurring charges for establishing a Data Link Control Identifier ("DLCI"). Intermedia will then invoice and BellSouth will pay one-half of the one-half of the nonrecurring DLCI charges associated with that segment. Non-recurring charges for establishing DLCIs are set forth in Exhibit X to this Attachment.

- 7.9.2 If BellSouth orders a Local VC connection between a Intermedia subscriber's PVC segment and a PVC segment from the Intermedia Frame Relay switch to the BellSouth Frame Relay switch, BellSouth will invoice, and Intermedia will pay, the total non-recurring and recurring PVC and CIR charges for the PVC segment between the BellSouth and Intermedia Frame Relay switches. If the VC is a Local VC, Intermedia will then invoice and BellSouth will pay the total non-recurring and recurring PVC and CIR charges billed for that segment. If the VC is not local, no compensation will be paid to Intermedia for the PVC segment.

Intermedia proposes replacing 7.9.2 with the following:

If an InterLATA PVC is ordered by Intermedia, BellSouth will invoice and Intermedia will pay the total non-recurring charges for establishing a DLCI. Non-recurring charges for establishing DLCIs are set forth in Exhibit X to this Attachment.

- 7.9.3 The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in the BellSouth access tariff BellSouth Tariff FCC No. 1.

Intermedia proposes replacing 7.8 with the following:

The Parties agree to compensate each other for requests to change a PVC segment or PVC service order record, according to the Feature Change charge as set forth in Exhibit X to this Attachment.

- 7.9.4 If Intermedia requests a change, BellSouth will invoice and Intermedia will pay a Feature Change charge for each affected PVC segment.
- 7.9.4.1 If BellSouth requests a change to a Local VC, Intermedia will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 7.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 7.9.6 Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariff BellSouth Tariff FCC No. 1.

Intermedia proposes to delete the above language in 7.9.6

- 7.10 Until such time as Bellsouth obtains authority to provide inregion interLATA service, Intermedia will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 8.5.3 above. **[Intermedia proposes adding shaded language]**
- 7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 7.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.
- 7.13 **[Intermedia proposes adding]** BellSouth's rates for frame relay interconnection referred to in this section shall be at or below TELRIC-based rates consistent with Section 252(d)(1) of the Act. If it is determined at any time during the effectiveness of this Agreement that BellSouth's rates for frame relay interconnection are at levels in excess of TELRIC-based rates and are not consistent with Section 252(d)(1), the Parties shall work cooperatively to replace those rates with TELRI-based rates expeditiously. If any of the frame relay interconnection rates provided in Exhibit X are replaced pursuant to this paragraph, there shall be a ture-up retroactive to the effective date of this Agreement of any charges paid under this Agreement in excess of TELRIC-based rates.

8. Operational Support Systems (OSS) Rates

BellSouth has developed and made available the following mechanized systems by which Intermedia may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interface
EDI-PC	Electronic Data Interface – Personal Computer
TAG	Telecommunications Access Gateway

LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic ordering charge as specified in the table below. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (mail, fax, courier, etc.) will incur a manual order charge as specified in the table below:

OPERATIONAL SUPPORT SYSTEMS	AL, GA, LA, MS, SC	FL, KY, NC, TN
OSS LSR charge, per LSR received from the CLEC by one of the OSS interactive interfaces	\$3.50	\$3.50
	SOMECH	SOMECH
Incremental charge per LSR received from the CLEC by means other than one of the OSS interactive interfaces	See applicable rate element	\$19.99
		SOMAN

Note: In addition to the OSS charges, applicable discounted service order and related discounted charges apply per the tariff.

Denial/Restoral OSS Charge

In the event Intermedia provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and, therefore will be billed as one LSR per location.

Cancellation OSS Charge

Intermedia will incur an OSS charge for an accepted LSR that is later canceled by Intermedia.

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

Network Elements and Other Services Manual Additive

The Commissions in Alabama, Georgia, Louisiana, Mississippi and South Carolina have ordered incremental manual non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR.

Threshold Billing Plan

The Parties agree that Intermedia will incur the mechanized rate for all LSRs, both mechanized and manual, if the percentage of mechanized LSRs to total LSRs **meets or exceeds** the threshold percentages shown below:

Year	Ratio: Mechanized/Total LSRs
1999	70%
2000	80%
2001	90%

The threshold plan will be discontinued in 2002.

BellSouth will track the total LSR volume for each CLEC for each quarter. At the end of that time period, a Percent Electronic LSR calculation will be made for that quarter based on the LSR data tracked in the LCSC. If this percentage exceeds the threshold volume, all of that CLECs' future manual LSRs will be billed at the mechanized LSR rate. To allow time for obtaining and analyzing the data and updating the billing system, this billing change will take place on the first day of the second month following the end of the quarter (e.g. May 1 for 1Q, Aug 1 for 2Q, etc.). There will be no adjustments to the amount billed for previously billed LSRs.

The Parties agree that any charges BellSouth is unable to bill on April 15, 1999 will be trued up on or about July 1, 1999.

BELLSOUTH/INTERMEDIA RATES
LOCAL INTERCONNECTION

The rates contained within this Exhibit were negotiated as a whole within the negotiations of the terms and conditions contained within the Attachment and each rate, term and condition is interdependent upon the other rates, terms and conditions within this Attachment										
DESCRIPTION	USOC	RATES BY STATE								
		AL	FL	GA	KY	LA	MS	NC	SC	TN
End Office Switching, per mou	N/A	\$0.0018	NA	\$0.0018333	\$0.002562	NA	\$0.0023771	\$0.004	\$0.0018295	\$0.0019
Direct Local Interconnection, per mou (same as End Office Switching in FL & LA)	N/A	NA	\$0.002	NA	NA	\$0.00209	NA	NA	NA	NA
Tandem Switching, per mou	N/A	\$0.00063	\$0.00029	\$0.0006757	\$0.001096	NA	\$0.0007834	\$0.0015	\$0.0006843	\$0.000676
Tandem Switching (assumes 5 miles of transport per mou)	N/A	NA	NA	NA	NA	\$0.00430	NA	NA	NA	NA
Tandem Local Interconnection, per mou (includes end office switching element)	N/A	NA	\$0.00325	NA	NA	\$0.00639	NA	NA	NA	NA
Multiple Tandem Switching, per mou (applies to initial tandem only), effective 10/99	N/A	NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA
Local Intermediary, per mou (applies to transit only)	N/A	NA	\$0.00125	NA	NA	\$0.00430	NA	NA	NA	NA
All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and CLEC-1 shall be as set forth in Section E.6 of the appropriate BellSouth intrastate access tariff.		BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates	BST State Access Tariff Rates
Tandem Intermediary Charge, per mou*	N/A	\$0.0015	NA	NA	\$0.001096	NA	NA	NA	NA	NA
*(This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)										
Common (Shared) Transport										
Common (Shared) Transport per mile per mou	N/A	\$0.00001	\$0.000012	\$0.000008	\$0.0000049	\$0.0000083	\$0.0000091	\$0.00004	\$0.0000121	\$0.00004
Common (Shared) Transport Facilities Termination per mou	N/A	\$0.00045	\$0.0005	\$0.0004152	\$0.000426	\$0.00047	\$0.0004281	\$0.00036	\$0.0004672	\$0.00036
Interoffice Transport - Dedicated - VG										
Interoffice Transport - Dedicated - 2-Wire VG - per mile	UEA	\$0.03390	NA	\$0.0222	NA	\$0.0384	\$0.0323	NA	\$0.0373	NA
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	UEA	\$18.49	NA	\$17.07	NA	\$19.10	\$21.33	NA	\$21.42	NA
NRC - 1st	UEA	\$107.11	NA	\$79.61	NA	\$76.20	\$106.72	NA	\$136.44	NA
NRC - Add'l	UEA	\$48.27	NA	\$36.08	NA	\$34.54	\$48.83	NA	\$51.37	NA
NRC - Disconnect Charge - 1st	UEA	\$37.16	NA	NA	NA	\$28.03	\$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	UEA	\$5.88	NA	NA	NA	\$5.37	\$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UEA	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UEA	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UEA	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UEA	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS0 - 56Kbps										
Interoffice Transport - Dedicated - DS0 - per mile per month	UDL	\$0.0339	NA	\$0.0222	NA	\$0.0384	\$0.0323	\$3.95	\$0.0373	\$1.90
Interoffice Transport - Dedicated - DS0 - facilities termination per month	UDL	\$17.81	NA	\$16.45	NA	\$18.37	\$20.64	\$38.37	\$20.71	\$38.37
NRC - 1st	UDL	\$107.11	NA	\$79.61	NA	\$76.20	\$106.72	\$24.01	\$136.44	TBD
NRC - Add'l	UDL	\$48.27	NA	\$36.08	NA	\$34.54	\$48.83	\$24.01	\$51.37	TBD
NRC - Disconnect Charge - 1st	UDL	\$37.16	NA	NA	NA	\$28.03	\$38.05	NA	NA	NA
NRC - Disconnect Charge - Add'l	UDL	\$5.88	NA	NA	NA	\$5.37	\$7.23	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	UDL	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	UDL	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UDL	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UDL	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS1										
Interoffice Transport - Dedicated - DS1 - per mile per month	USL	\$0.69	\$0.6013	\$0.4523	\$0.45	\$0.7831	\$0.6598	\$23.00	\$0.7598	\$23.00
Interoffice Transport - Dedicated - DS1 - facilities termination per month	USL	\$79.89	\$99.79	\$78.47	\$55.05	\$93.40	\$74.40	\$90.00	\$94.98	\$90.00
NRC - 1st	USL	\$198.15	\$45.91	\$147.07	\$298.18	\$140.49	\$196.28	\$100.49	\$216.27	\$100.49
NRC - Add'l	USL	\$148.18	\$44.18	\$111.75	\$231.23	\$106.69	\$147.31	\$100.49	\$162.70	\$100.49
NRC - Disconnect Charge - 1st	USL	\$25.44	NA	NA	NA	\$20.00	\$26.56	NA	NA	NA
NRC - Disconnect Charge - Add'l	USL	\$20.42	NA	NA	NA	\$16.34	\$21.61	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - 1st	USL	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Add'l	USL	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$39.63	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	USL	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	USL	\$12.97	NA	NA	NA	\$8.06	\$11.34	NA	NA	NA
Interoffice Transport - Dedicated - DS3										
Interoffice Transport - Dedicated - DS3 - per mile per month	UE3	NA	NA	NA	NA	NA	\$15.02	\$175.00	\$40.00	NA

BELLSOUTH INTERMEDIA RATES
LOCAL INTERCONNECTION

The rates contained within this Exhibit were negotiated as a whole within the negotiations of the terms and conditions contained within the Attachment and each rate, term and condition is interdependent upon the other rates, terms and conditions within this Attachment.											
DESCRIPTION	USOC	RATES BY STATE									
		AL	FL	GA	KY	LA	MS	NC	SC	TN	
Interoffice Transport - Dedicated - DS3 - facilities termination per month	UE3	NA	NA	NA	NA	NA	\$744.38	\$1,200.00	\$600.00	NA	
NRC - 1st	UE3	NA	NA	NA	NA	NA	\$686.74	\$87.19	\$87.19	NA	
NRC - Add'l	UE3	NA	NA	NA	NA	NA	\$477.76	\$87.19	\$87.19	NA	
NRC - Disconnect Charge - 1st	UE3	NA	NA	NA	NA	NA	\$125.56	NA	NA	NA	
NRC - Disconnect Charge - Add'l	UE3	NA	NA	NA	NA	NA	\$118.79	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	UE3	NA	NA	NA	NA	NA	\$64.97	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	UE3	NA	NA	NA	NA	NA	\$64.97	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	UE3	NA	NA	NA	NA	NA	\$27.08	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	UE3	NA	NA	NA	NA	NA	\$27.08	NA	NA	NA	
Local Channel - Dedicated											
Local Channel - Dedicated - 2-Wire VG	N/A	\$14.61	NA	\$13.91	NA	\$14.94	\$17.83	NA	\$16.83	NA	
NRC - 1st	N/A	\$484.65	NA	\$362.95	NA	\$347.49	\$487.62	NA	\$554.00	NA	
NRC - Add'l	N/A	\$84.44	NA	\$62.40	NA	\$59.75	\$84.35	NA	\$88.58	NA	
NRC - Disconnect Charge - 1st	N/A	\$77.81	NA	NA	NA	\$53.68	\$77.69	NA	NA	NA	
NRC - Disconnect Charge - Add'l	N/A	\$7.63	NA	NA	NA	\$6.80	\$8.95	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	N/A	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.75	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA	
Local Channel - Dedicated - 4-Wire VG	N/A	\$15.77	NA	\$14.96	NA	\$16.21	\$19.03	NA	\$18.05	NA	
NRC - 1st	N/A	\$502.43	NA	\$368.44	NA	\$352.75	\$495.25	NA	\$562.46	NA	
NRC - Add'l	N/A	\$86.68	NA	\$64.05	NA	\$61.33	\$86.56	NA	\$91.57	NA	
NRC - Disconnect Charge - 1st	N/A	\$78.71	NA	NA	NA	\$54.36	\$78.58	NA	NA	NA	
NRC - Disconnect Charge - Add'l	N/A	\$8.53	NA	NA	NA	\$7.28	\$8.84	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	N/A	\$27.37	NA	\$18.94	NA	\$18.14	\$25.52	NA	\$43.75	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	\$18.73	NA	\$8.42	NA	\$8.06	\$11.34	NA	\$13.55	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	\$17.75	NA	NA	NA	\$11.40	\$16.05	NA	NA	NA	
Local Channel - Dedicated - DS1	N/A	\$35.52	\$44.35	\$38.36	NA	\$43.80	\$38.91	NA	\$37.20	\$133.81	
NRC - 1st	N/A	\$503.57	\$246.50	\$356.15	NA	\$348.56	\$494.83	NA	\$534.81	\$868.97	
NRC - Add'l	N/A	\$442.84	\$230.48	\$312.89	NA	\$300.30	\$435.28	NA	\$462.81	\$486.83	
NRC - Disconnect Charge - 1st	N/A	\$46.28	NA	NA	NA	\$24.15	\$46.85	NA	NA	NA	
NRC - Disconnect Charge - Add'l	N/A	\$32.18	NA	NA	NA	\$21.31	\$33.02	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	N/A	\$81.86	NA	\$44.22	NA	\$42.34	\$59.58	NA	\$87.99	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	NA	NA	\$3.11	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect	N/A	\$29.27	NA	NA	NA	\$19.48	\$27.41	NA	NA	NA	
Local Channel - Dedicated - DS3	N/A	NA	NA	NA	NA	NA	\$533.33	NA	NA	NA	
NRC - 1st	N/A	NA	NA	NA	NA	NA	\$526.67	NA	NA	NA	
NRC - Add'l	N/A	NA	NA	NA	NA	NA	\$493.71	NA	NA	NA	
NRC - Disconnect Charge - 1st	N/A	NA	NA	NA	NA	NA	\$42.41	NA	NA	NA	
NRC - Disconnect Charge - Add'l	N/A	NA	NA	NA	NA	NA	\$40.87	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - 1st	N/A	NA	NA	NA	NA	NA	\$31.49	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Add'l	N/A	NA	NA	NA	NA	NA	\$31.49	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - 1st	N/A	NA	NA	NA	NA	NA	\$25.35	NA	NA	NA	
NRC - Incremental Charge - Manual Service Order - Disconnect - Add'l	N/A	NA	NA	NA	NA	NA	\$25.35	NA	NA	NA	
NOTES:											
If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party.											
It is the intent of the Parties that as of the date of this Agreement, to the extent the rate for any element or service listed above has been ordered by the appropriate state Commission, that Commission ordered rate should be reflected above.											
In the event the rate reflected above is not such Commission ordered rate, the Parties agree to amend this Agreement to reflect the ordered rate.											

2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit Intermedia to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) **business** days as to whether space is available or not available within a BellSouth Premises. **Intermedia Position is that Interval should be calendar days versus business days**

2.2 Reporting. Upon request from Intermedia, BellSouth will provide a written report specifying the amount of collocation space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.

2.2.1 The request from Intermedia must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. Such information regarding Premises and CLLI code is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4.

2.2.2 BellSouth will respond to a request for a particular Central Office location within ten (10) **business** days of receipt of such request. BellSouth will make best efforts to respond in ten (10) **business** days to such a request when the request includes up to and including five (5) Central Office locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties. If BellSouth cannot meet the ten **business** day response time, BellSouth shall notify Intermedia and inform Intermedia of the time frame under which it can respond. **Intermedia Position is that Interval should be calendar days versus business days**

2.3 Denial of Application. After notifying Intermedia that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow Intermedia, upon request, to tour the entire Central Office within ten (10) **business** days of Intermedia's receipt of such Denial of Application. In order to schedule said tour within ten (10) **business** days, the request for a tour of the Central Office must be received by BellSouth within five (5) **business** days of Intermedia's receipt of the Denial of Application. **Intermedia Position is that Interval should be calendar days versus business days**

2.4 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6), and applicable FCC rules and decisions.

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of

telecommunications carrier on said waiting list. Upon request BellSouth will advise Intermedia as to its position on the list.

2.6 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Premises that are without available space. BellSouth shall update such document within ten (10) ~~business~~ days of the Denial of Application date. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list. BellSouth shall allocate said available space pursuant to the waiting list referenced in Section 2.5. ~~Intermedia Position is that interval should be calendar days versus business days~~

2.7 State Agency Procedures. Notwithstanding the foregoing, should any state regulatory agency impose a procedure different than procedures set forth in this section, that procedure shall supersede the requirements set forth herein.

3. COLLOCATION OPTIONS

3.1 Cageless. Except where local building code does not allow cageless collocation, BellSouth shall allow Intermedia to collocate Intermedia's equipment and facilities without requiring the construction of a cage or similar structure and without requiring the creation of a separate entrance to the Collocation Space. BellSouth shall allow Intermedia to have direct access to its equipment and facilities but may require Intermedia to use a central entrance to the BellSouth Central Office. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7. Except where Intermedia's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Intermedia must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in BellCore (Telcordia) GR-63-Core and shall be responsible for constructing all special technical requirements associated with such equipment pursuant to Section 6.5 following.

3.2 Cages and Adjacent Arrangement Enclosures. BellSouth shall authorize the enclosure of Intermedia's equipment and facilities at Intermedia's option. Intermedia must arrange with a BellSouth certified contractor to construct a collocation arrangement enclosure in accordance with BellSouth's reasonable and non-discriminatory guidelines and specifications and at its sole expense. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Intermedia and Intermedia's BellSouth certified contractor must comply with local building code requirements. Intermedia's BellSouth certified contractor shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. The Certified Vendor shall bill Intermedia directly for all work performed for Intermedia pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. Intermedia must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Intermedia's locked enclosure prior to notifying Intermedia.

modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by Intermedia for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to Intermedia. The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by Intermedia within 30 calendar days following Intermedia's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ~~ten (10) business~~ days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within ~~thirty (30) business~~ days of receipt of a complete application. When multiple applications are submitted within a ~~fifteen business~~ day window, BellSouth will respond to the applications as soon as possible, but no later than the following: within ~~thirty (30) business~~ days for applications 1-5; within ~~thirty-six (36) business~~ days for applications 6-10; within ~~forty-two (42) business~~ days for applications 11-15. Response intervals for multiple applications submitted within the same timeframe for the same state in excess of 15 must be negotiated. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by Intermedia or differently configured, Intermedia must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order. ~~Intermedia Position is that above intervals are too long and the number of days should be calendar days versus business days~~

6.3 Bona Fide Firm Order. Intermedia 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 Intermedia to complete the Application/Inquiry process described in Subsection 6.1, preceding, and submit the Expanded Interconnection Bona Fide Firm Order document (BSTEI-1P-F) indicating acceptance of the written application response provided by BellSouth ("Bona Fide Firm Order") and all appropriate fees. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) calendar days after BellSouth's response to Intermedia's Application/Inquiry. If Intermedia makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). In this event, BellSouth's provisioning interval will not start until the re-evaluation and response to the change(s) is complete and the Bona Fide Firm Order is received by BellSouth and all appropriate fees and duties have been executed. If BellSouth needs to reevaluate Intermedia's application as a result of changes requested by Intermedia to Intermedia's original application, then BellSouth will charge Intermedia a fee

based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Intermedia to resubmit the application with an application fee.

6.3.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a Bona Fide Firm Order. BellSouth will acknowledge the receipt of Intermedia's Bona Fide Firm Order within five (5) **business** days of receipt indicating that the Bona Fide Firm Order has been received. A BellSouth response to a Bona Fide Firm Order will include a Firm Order Confirmation containing the firm order date. **Intermedia Position is that interval should be calendar days versus business days.**

6.3.2 BellSouth will permit one accompanied site visit to Intermedia's designated collocation arrangement location after receipt of the Bona Fide Firm Order without charge to Intermedia.

6.3.3 Space preparation for the Collocation Space will not begin until BellSouth receives the Bona Fide Firm Order and all applicable fees.

6.3.4 Intermedia must submit to BellSouth the completed Access Control Request Form (RF-2906-A) for all employees or agents requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date Intermedia desires access to the Collocation Space.

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of **30 business** days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within **30 business** days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement. **Intermedia wishes to see intervals for cageless collocation and would expect these intervals to be shorter than for caged collocation.**

6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and Intermedia will commence within a maximum of 15 business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of agreed upon fees. At such meeting, the Parties will agree to the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Application and affirmed in the Bona Fide Firm Order. The Collocation Space Completion time period will be provided to Intermedia during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting.

6.4.2 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within 7 business days of the completion of finalized construction designs and specifications.

6.4.3 Acceptance Walk Through. Intermedia and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by Intermedia. BellSouth will correct any deviations to Intermedia's original or jointly amended requirements within five (5) ~~business~~ days after the walk through, unless the Parties jointly agree upon a different time frame. ~~Intermedia Position: This period should be calendar days versus business days~~

6.5 Use of Certified Vendor. Intermedia shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, Intermedia must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide Intermedia with a list of Certified Vendors and a list of certification requirements upon request. The Certified Vendor(s) shall be responsible for installing Intermedia's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Intermedia upon successful completion of installation. The Certified Vendor shall bill Intermedia directly for all work performed for Intermedia pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Intermedia or any vendor proposed by Intermedia, and shall not unreasonably withhold certification

6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. Intermedia shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Intermedia's Collocation Space. Upon request, BellSouth will provide Intermedia with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Intermedia. Both parties shall use best efforts to notify the other of any verified environmental hazard known to that party. The parties agree to utilize and adhere to the Environmental Hazard Guidelines identified as Exhibit B attached hereto.

6.7 Basic Telephone Service. Upon request of Intermedia, 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.

6.8 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. Intermedia's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Intermedia 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, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth

will reimburse Intermedia in an amount equal to Intermedia's reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

6.9 Virtual Collocation Transition. BellSouth offers Virtual Collocation pursuant to the rates, terms and conditions set forth in its F.C.C. Tariff No. 1. For the interconnection to BellSouth's network and access to BellSouth unbundled network elements, Intermedia may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and Intermedia may place within its Virtual Collocation arrangements the telecommunications equipment set forth in Section 5.1. In the event physical collocation space was previously denied at a location due to technical reasons or space limitations, and that physical collocation space has subsequently become available, Intermedia may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Intermedia, such information will be provided to Intermedia in BellSouth's written denial of physical collocation. To the extent that (i) physical collocation space becomes available to Intermedia within 180 days of BellSouth's written denial of Intermedia's request for physical collocation, and (ii) Intermedia was not informed in the written denial that physical collocation space would become available within such 180 days, then Intermedia may transition its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation credit for any Intermedia must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

Intermedia position: If BST determines in a reasonable and nondiscriminatory manner that, in order for Intermedia to convert a virtual collocation arrangement to a cageless collocation physical collocation arrangement, ICI's collocation must be relocated to a different space within the Premises, ICI will cooperate with BST to plan and implement such a conversion. Such a conversion must not result in a service outage for Intermedia and BellSouth must pay all costs associated with relocating Intermedia's arrangement.

6.10 Cancellation. If, at anytime, Intermedia cancels its order for the Collocation Space(s), Intermedia 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 Intermedia would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.

6.11 Licenses. Intermedia, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

7. RATES AND CHARGES

Intermedia's position is that the Texas PUC approved "Performance Remedy Plan" and associated performance measures should be used for this Attachment.