

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In re: Request for approval of resale, interconnection, and unbundling agreement negotiated by BellSouth Telecommunications, Inc. with Orlando Digital Telephone Corporation, pursuant to Sections 251, 252, and 271 of the Telecommunications Act of 1996.

DOCKET NO. 970921-TP
ORDER NO. PSC-97-1330-FOF-TP
ISSUED: October 27, 1997

The following Commissioners participated in the disposition of this matter:

JULIA L. JOHNSON, Chairman
J. TERRY DEASON
SUSAN F. CLARK
DIANE K. KIESLING
JOE GARCIA

ORDER APPROVING RESALE, INTERCONNECTION,
AND UNBUNDLING AGREEMENT

BY THE COMMISSION:

On July 22, 1997, BellSouth Telecommunications, Inc. (BST) and Orlando Digital Telephone Corporation (Orlando Digital) filed a request for approval of a resale, interconnection, and unbundling agreement under the Telecommunications Act of 1996, 47 U.S.C. §252(e) of the Telecommunications Act of 1996 (the Act). The agreement is attached to this Order as Attachment A and incorporated by reference herein.

Both the Act and Chapter 364, Florida Statutes, encourage parties to enter into negotiated agreements to bring about local exchange competition as quickly as possible. Under the requirements of 47 U.S.C. § 252(e), negotiated agreements must be submitted to the state commission for approval. Section 252(e)(4) requires the state to reject or approve the agreement within 90 days after submission or it shall be deemed approved.

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ORDER NO. PSC-97-1330-FOF-TP
DOCKET NO. 970921-TP
PAGE 2

This agreement covers a two-year period and governs the relationship between the companies regarding local interconnection and the exchange of traffic pursuant to 47 U.S.C. § 251. Under 47 U.S.C. § 252(a)(1), the agreement shall include a detailed schedule of itemized charges for interconnection and each service or network element included in the agreement.

Upon review of the proposed agreement, we find that it complies with the Telecommunications Act of 1996; thus, we hereby approve it. BST and Orlando Digital must file any supplements or modifications to their agreement with the Commission for review under the provisions of 47 U.S.C. § 252(e). We note that approval of this agreement does not constitute a determination that BST has met the requirements of Section 271 of the Telecommunications Act.

Based on the foregoing, it is

ORDERED by the Florida Public Service Commission that the resale, interconnection, and unbundling agreement between BellSouth Telecommunications, Inc. and Orlando Digital Telephone Corporation, as set forth in Attachment A and incorporated by reference in this Order, is hereby approved. It is further

ORDERED that any supplements or modifications to this agreement must be filed with the Commission for review under the provisions of 47 U.S.C. § 252(e). It is further

ORDERED that this docket shall be closed.

ORDER NO. PSC-97-1330-FOF-TP
DOCKET NO. 970921-TP
PAGE 3

By ORDER of the Florida Public Service Commission, this 27th
day of October 1997.



BLANCA S. BAYÓ, Director
Division of Records and Reporting

(S E A L)

KMP

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.569(1), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

Any party adversely affected by the Commission's final action in this matter may request: 1) reconsideration of the decision by filing a motion for reconsideration with the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, within fifteen (15) days of the issuance of this order in the form prescribed by Rule 25-22.060, Florida Administrative Code; or 2) judicial review in Federal district court pursuant to the Federal Telecommunications Act of 1996, 47 U.S.C. § 252(e)(6).

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Orlando Digital Telephone Corporation, Inc. ("ODT"), a Florida corporation, and shall be deemed effective as of July 11, 1997. This agreement may refer to either BellSouth or ODT 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, ODT is an alternative local exchange telecommunications company ("ALEC") authorized to provide telecommunications services in the state of Florida; and

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

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

1. **Purpose**

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

2. Term of the Agreement

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

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

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

3. Ordering Procedures

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

4. Parity

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

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

5. White Pages Listings

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

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

its own directory listing information, and BellSouth shall limit access to ODT's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.

5.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.

5.8 Delivery. BellSouth or its agent shall deliver White Pages directories to ODT subscribers at no charge.

6 **Bona Fide Request Process for Further Unbundling**

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

7. **Liability and Indemnification**

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

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

7.3 **Limitation of Liability.**

7.3.1 Each Party's liability to the other for any loss, cost, claim, injury or liability or expense, including reasonable attorney's fees relating to or arising out of any negligent act or omission in its performance of this Agreement whether in contract or in tort, shall be limited to a credit for the actual cost of the services or functions not performed or improperly performed.

7.3.2 Limitations in Tariffs. A Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third for (I) any Loss relating

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

- 7.3.3 Neither BellSouth nor ODT shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.
- 7.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.
- 7.4 Indemnification for Certain Claims. BellSouth and ODT providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement.
- 7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor ODT assumes any liability for the accuracy of data provided by one Party to the other and each Party agrees to indemnify and hold harmless the other for

any claim, action, cause of action, damage, or injury that might result from the supply of inaccurate data in conjunction with the provision of any service provided pursuant to this Agreement.

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

8. Intellectual Property Rights and Indemnification

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

- 8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

- 8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 7 of this Agreement.

- 8.4 **Claim of Infringement.** In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:
- 8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or
- 8.4.2 obtain a license sufficient to allow such use to continue.
- 8.4.3 In the event 5.4.1 or 5.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 8.5 **Exception to Obligations.** Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.
- 8.6 **Exclusive Remedy.** The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.
9. **Treatment of Proprietary and Confidential Information**
- 9.1 **Confidential Information.** It may be necessary for BellSouth and ODT 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 ODT shall receive such Information and not disclose such Information. BellSouth and ODT shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and ODT with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and ODT 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 ODT 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 ODT; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

10. More Favorable Provisions

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

Section 10.6, BellSouth shall be deemed thereby to have offered such arrangements to ODT for that state upon such Other Terms, which ODT may accept as provided in Section 10.5. In the event that ODT accepts such offer, such Other Terms shall be effective between BellSouth and ODT as of the date on which ODT accepts such offer.

- 10.3 In the event that after the effective date of this Agreement the FCC or the Commission enters an order (an "Interconnection Order") requiring BellSouth to provide within a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Order becoming final and not subject to further administrative or judicial review, except as provided in Section 10.6, BellSouth shall be deemed to have offered such arrangements in that state to ODT upon such Other Terms, which ODT may accept as provided in Section 10.5. In the event that ODT accepts such offer, such Other Terms shall be effective between BellSouth and ODT as of the date on which ODT accepts such offer.
- 10.4 In the event that after the effective date of this Agreement BellSouth files and subsequently receives approval for one or more intrastate or interstate tariffs (each, an "Interconnection Tariff") offering to provide in a particular state covered under this Agreement any of the arrangements covered by this Agreement to be provided in a particular state upon Other Terms, then upon such Interconnection Tariff becoming effective, except as provided in Section 11.6, BellSouth shall be deemed thereby to have offered such arrangements in that state to ODT upon such Other Terms, which ODT may accept as provided in Section 11.5. In the event that ODT accepts such offer, such Other Terms shall be effective between BellSouth and ODT as of the date on which ODT accepts such offer.
- 10.5 In the event that BellSouth is deemed to have offered ODT the arrangements covered by this Agreement upon Other Terms, ODT in its sole discretion may accept such offer as follows; provided, however, that the terms of this Agreement, other than those affected by the Other Terms accepted by ODT, shall remain in full force and effect:
- 10.5.1 ODT may accept such Other Terms in their entirety; or
- 10.5.2 ODT may accept the Other Terms that directly relate to any of the following arrangements as a whole:
- 10.5.2.1 Local interconnection;
- 10.5.2.2 InterLATA and IntraLATA toll traffic interconnection;

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

11. **Assignments**

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

12. **Resolution of Disputes**

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement

or as to the proper implementation of this Agreement, the Parties will petition the Commission for a resolution of the dispute. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement.

13. Limitation of Use

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

14. Taxes

14.1 Definition. For purposes of this Section 14, the terms "taxes" and "fees" shall include but not limited to federal, state or local sales, use, excise, gross receipts or other taxes or tax-like fees of whatever nature and however designated (including tariff surcharges and any fees, charges or other payments, contractual or otherwise, for the use of public streets or rights of way, whether designated as franchise fees or otherwise) imposed, or sought to be imposed, on or with respect to the services furnished hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

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

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

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

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

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

14.3.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party remain liable for any such taxes and fees regardless of whether they are

actually billed by the providing Party at the time that the respective service is billed.

- 14.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.
- 14.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 14.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 14.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 14.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 14.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.

- 14.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 14.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 14.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee, the Parties shall consult with respect to the imposition of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 14.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 14.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 14.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

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

15. Force Majeure

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

16. Modification, Amendment or Supplement

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

17. Waivers

A failure or delay of either Party to enforce any of the provisions hereof, to exercise any option which is herein provided, or to require performance of any of the provisions hereof shall in no way be construed to be a waiver of

such provisions or options, and each Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

18. Governing Law

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

19. Arm's Length Negotiations

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

20. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

Orlando Digital Telephone Corporation, Inc.

Brenda White
3601-4 Vineland Road
Orlando, Florida 32811

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

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

21. **Rule of Construction**

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

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

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

23. **Multiple Counterparts**

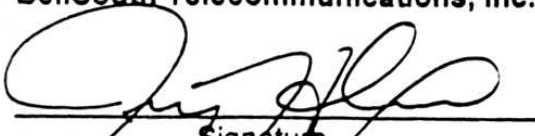
This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

24. **Entire Agreement**

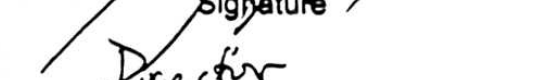
This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition,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

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

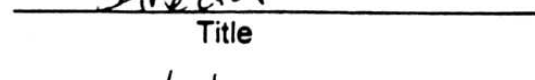
BellSouth Telecommunications, Inc.



Signature




Director
Title




07/11/97
Date

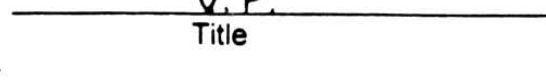
**Orlando Digital Telephone
Corporation**



Signature



V.P.
Title



10 JUL 97
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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESALE

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

1. Availability of Services for Resale

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

ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

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

2. Loop

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

2.1 Definition of Unbundled Local Loop

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

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

2.2 Technical Requirements

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

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

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

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

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

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

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

3. **Integrated Digital Loop Carriers**

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

4. **Sub-loop Elements**

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

4.1 **Network Interface Device**

4.1.1 **Definition**

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

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

4.1.2 Technical Requirements

- 4.1.2.1 The Network Interface Device shall provide a clean, accessible point of connection for the inside wiring and for the Distribution Media and shall maintain a connection to ground that meets the requirements set forth below.
- 4.1.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.1.2.3 All NID posts or connecting points shall be in place, secure, usable and free of any rust or corrosion. The protective ground connection shall exist and be properly installed. The ground wire will also be free of rust or corrosion and have continuity relative to ground.
- 4.1.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.1.2.5 Where feasible, the NID shall be physically accessible to ODT designated personnel. In cases where entrance to the customer premises is required to give access to the NID, ODT shall obtain entrance permission directly from the customer.
- 4.1.2.6 BellSouth shall offer the NID together with the Distribution Media component of unbundled sub-loop.
- 4.1.3 **Interface Requirements**
- 4.1.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.
- 4.1.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
 - 4.1.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
 - 4.1.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";

- 4.1.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
- 4.1.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"; and
- 4.1.3.2.5 Bellcore Technical Requirement TR-NWT-000133 "Generic Requirements for Network Inside Wiring."

4.2 Distribution Media

4.2.1 Definition

- 4.2.1.1 Distribution Media provides connectivity between the NID component of unbundled sub-loop and the terminal block on the customer-side of a Feeder Distribution Interface (FDI). This termination and cross-connect field may be in the form of an outside plant distribution closure, remote terminal or fiber node, or an underground vault.
- 4.2.1.2 The Distribution Media may be copper twisted pair, coax cable, or single or multi-mode fiber optic cable. A combination that includes two or more of these media is also possible. If ODT requires a copper twisted pair Distribution Media in instances where the Distribution Media for services that BellSouth offers is other than a copper facility, BellSouth will provide that media if those facilities exist. If there are no copper facilities available, BellSouth will use its Special Construction process to determine if facilities can be provided to ODT.

4.2.2 Requirements for All Distribution Media

- 4.2.2.1 Distribution Media shall transmit all signaling messages or tones. Where the Distribution Media includes any active elements that terminate any of the signaling messages or tones, these messages or tones shall be reproduced by the Distribution Media at the interfaces to an adjacent Network Element in a format that maintains the integrity of the signaling messages or tones.
- 4.2.2.2 Distribution Media shall support functions associated with provisioning, maintenance and testing of the Distribution Media itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.
- 4.2.2.3 Distribution Media shall be equal to or better than all of the applicable requirements set forth in the following technical references:

2. Application of Discounts

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

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

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

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

3. Compliance with Tariff Conditions

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

4. Quality of Resold Services

The services and service provisioning that BellSouth provides ODT for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. This will provide ODT the capability to provide their customers with the same experience that BellSouth provides its own customers with respect to all local services. BellSouth will provide ODT with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ODT to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users.

5. BellSouth Interaction with ODT Customers

- 5.1 Interaction with ODT Customers. When interacting with ODT resale customers on behalf of a ODT, BellSouth employees will not market BellSouth services. BellSouth will provide parity in the treatment of ODT customers with BellSouth customers. BellSouth will use generic leave behind cards with ODT customers at no charge. BellSouth will use ODT-branded leave behind cards provided that ODT-branded leave behind cards are the same size as BellSouth cards, that the ODT compensates BellSouth for all incurred costs and does not hold BellSouth liable for leaving the incorrect card.
- 5.2 BellSouth's Marketing of Services. BellSouth may serve directly any end user within the service area of ODT. The Company will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ODT.
6. Transfer of Service
- 6.1 Transfer of BellSouth Customers. BellSouth will implement ODT requests to disconnect the service of a BellSouth end user and transfer that customer's service to the ODT. BellSouth will also accept requests directly from an end user for conversion of service from ODT to BellSouth or will accept a request from another ALEC for conversion of the end user's service from ODT to the other ALEC. BellSouth will notify ODT that it has implemented such requests. BellSouth will not require end user confirmation prior to transferring an end user's service. ODT must, however, provide proof of authorization upon request.
- 6.2 Primary Interexchange and Toll Carrier Selection. BellSouth will implement requests from ODT to change their end user's primary interexchange carrier or intraLATA toll carrier.
- 6.3 Unauthorized Transfer of Customer. If an unauthorized change in local service provider occurs, BellSouth will reestablish service with the appropriate local service provider as requested by the end user and will assess the Party responsible for initiating the change the Unauthorized Change Charge described in BellSouth's F.C.C. Tariff No. 1, Section 13. The appropriate nonrecurring charges to reestablish the customer's service with the appropriate local service provider will also be assessed to the Party responsible for the unauthorized change.
7. Notice of Changes Affecting Resold Services
- BellSouth shall provide ODT reselling BellSouth retail services with forty-five (45) days notice of price changes and forty-five (45) days notice of changes to resold service(s). To the extent that revisions occur between

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

8. BellSouth Contact with ODT

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

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

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

9. Maintenance of BellSouth Facilities and Equipment

BellSouth facilities and equipment used to provide ODT-resold services will be maintained by BellSouth. ODT or its end users may not rearrange, move, disconnect or attempt to repair any BellSouth facilities or equipment, other than by connection or disconnection to any interface means used, without the written consent of BellSouth. ODT will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

10. Billing and Collection Services

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

11. Customer Record Information

- 11.1 Provision of Customer Record Information. BellSouth shall provide customer record information to ODT provided ODT has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via US mail, fax, or by electronic interface; however, BellSouth will provide customer record information via US mail or fax on an interim basis only.
- 11.2 Compensation. ODT agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to ODT. ODT will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

12. Audit of Services

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

APPLICABLE WHOLESALE DISCOUNTS

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

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

TABLE OF CONTENTS

1. INTRODUCTION	2
2. LOOP	2
3. INTEGRATED DIGITAL LOOP CARRIERS	4
4. SUB LOOP ELEMENTS	4
5. LOOP CONCENTRATOR/MULTIPLEXER	7
6. LOCAL SWITCHING	7
7. TRANSPORT	12
8. DEDICATED TRANSPORT	15
9. TANDEM SWITCHING	17
10. OPERATOR SYSTEMS	24
11. SIGNALING	27
12. SIGNALING TRANSFER POINTS (STPS)	28
13. SERVICE CONTROL POINTS/DATABASES	32
14. SS7 NETWORK INTERCONNECTION	42
15. BASIC 911 AND E911	46

- 4.2.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and
- 4.2.2.3.2 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines."
- 4.2.3 **Interface Requirements**
 - 4.2.3.1 Distribution Media shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:
 - 4.2.3.1.1 Bellcore TR-NWT-000049, "Generic Requirements for Outdoor Telephone Network Interface Devices," Issued December 1, 1994;
 - 4.2.3.1.2 Bellcore TR-NWT-000057, "Functional Criteria for Digital Loop Carrier Systems," Issued January 2, 1993;
 - 4.2.3.1.3 Bellcore TR-NWT-000393, "Generic Requirements for ISDN Basic Access Digital Subscriber Lines";
 - 4.2.3.1.4 Bellcore TR-NWT-000253, SONET Transport Systems: Common Criteria (A module of TSGR, FR-NWT-000440), Issue 2, December 1991)

5. **Loop Concentration Systems**

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

6. **Local Switching**

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

6.1 **Definition**

- 6.1.1 Local Switching is the Network Element that provides the functionality required to connect the appropriate originating lines or trunks wired to the Main Distributing Frame (MDF) or Digital Cross Connect (DSX) panel to a desired terminating line or trunk. Such functionality shall include access to all of the features, functions, and capabilities that the underlying BellSouth switch that is providing such Local Switching function is then capable of

providing, including but not limited to: line signaling and signaling software, digit reception, dialed number translations, call screening, routing, recording, call supervision, dial tone, switching, telephone number provisioning, announcements, calling features and capabilities (including call processing), CENTREX, Automatic Call Distributor (ACD), Carrier pre-subscription (e.g. long distance carrier, intraLATA toll), Carrier Identification Code (CIC) portability capabilities, testing and other operational features inherent to the switch and switch software. It also provides access to transport, signaling (ISDN User Part (ISUP) and Transaction Capabilities Application Part (TCAP), and platforms such as adjuncts, Public Safety Systems (911), operator services, Directory Assistance Services and Advanced Intelligent Network (AIN). Remote Switching Module functionality is included in the Local Switching function. The switching capabilities used will be based on the line side features they support. Local Switching will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g., call forwarding) and CENTREX capabilities. Where required to do so in order to comply with an effective Commission order, Local Switching, including the ability to route to ODT's transport facilities, dedicated facilities and systems, shall be unbundled from all other unbundled Network Elements, i.e., Operator Systems, Shared Transport, and Dedicated Transport. BellSouth and ODT shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

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

6.2 Technical Requirements

- 6.2.1 The requirements set forth in this Section 5.2 apply to Local Switching, but not to the Data Switching function of Local Switching.
- 6.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Bellcore's Local Switching Systems General Requirements (FR-NWT-000064).
- 6.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

- 6.2.1.3 Subject to sections 5.1.1 and 5.1.2, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by ODT will be made pursuant to the Bona Fide Request Process of Attachment 9.
- 6.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 6.2.1.5 BellSouth shall activate service for an ODT customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to ODT's services without loss of switch feature functionality as defined in this Agreement.
- 6.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 6.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 6.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non discriminatory manner.
- 6.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 6.2.1.10 Special Services provided by BellSouth will include the following:
 - 6.2.1.10.1 Essential Service Lines;
 - 6.2.1.10.2 Telephone Service Prioritization;
 - 6.2.1.10.3 Related services for handicapped;
 - 6.2.1.10.4 Soft dial tone where required by law; and
 - 6.2.1.10.5 Any other service required by law.
- 6.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to Bellcore specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1

(GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

- 6.2.1.12 BellSouth shall provide interfaces to adjuncts through Bellcore standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 6.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to ODT, upon a reasonable request from ODT.
- 6.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other party. Such feature offerings shall include but are not limited to:
 - 6.2.1.14.1 Basic and primary rate ISDN;
 - 6.2.1.14.2 Residential features;
 - 6.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 6.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 6.2.1.14.5 Advanced intelligent network triggers supporting ODT and BellSouth service applications.

BellSouth shall offer to ODT all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:

 - 6.2.1.14.5.1 Off-Hook Immediate
 - 6.2.1.14.5.2 Off-Hook Delay
 - 6.2.1.14.5.3 Termination Attempt
 - 6.2.1.14.5.4 6/10 Public Office Dialing Plan
 - 6.2.1.14.5.5 Feature Code Dialing
 - 6.2.1.14.5.6 Customer Dialing Plan
 - 6.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to ODT:

6.2.1.14.6.1 Private EAMF Trunk

6.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

6.2.1.14.6.3 N11

6.2.1.14.6.4 Automatic Route Selection

6.2.1.15 Where capacity exists, BellSouth shall assign each ODT customer line the class of service designated by ODT (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from ODT customers to ODT directory assistance operators at ODT's option.

6.2.1.16 Where capacity exists, BellSouth shall assign each ODT customer line the class of services designated by ODT (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from ODT customers to ODT operators at ODT's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an ODT Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.

6.2.1.17 Local Switching shall be offered in accordance with the requirements of the following technical references:

6.2.1.17.1 BellCore GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

6.2.1.17.2 BellCore GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;

6.2.1.17.3 BellCore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

6.2.1.17.4 BellCore SR-NWT-002247, AIN Release 1 Update.

6.2.2 Interface Requirements

6.2.2.1 BellSouth shall provide the following interfaces to loops:

6.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);

6.2.2.3 Coin phone signaling;

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

7. **Transport**

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

7.1 **Definition of Shared Transport**

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

7.2 Technical Requirements

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

- 7.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 7.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 7.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 7.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 7.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;
- 7.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 7.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 7.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 7.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 7.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 7.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 7.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 7.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);

- 7.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 7.2.4.22 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 7.2.4.23 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 7.2.4.24 Bellcore GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 7.2.4.25 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 7.2.4.26 Bellcore TR-NWT-000776, Network Interface Description for ISDN Customer Access;
- 7.2.4.27 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 7.2.4.28 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;
- 7.2.4.29 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition, Issue 1 August 1987;

8. Dedicated Transport

8.1 Definition

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

- 8.1.3.2 Inter-office transmission facilities such as optical fiber, copper twisted pair, and coaxial cable;

8.2 **Technical Requirements**

This Section sets forth technical requirements for all Dedicated Transport.

- 8.2.1 When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (e.g., DS0, DS1, DS3) shall be dedicated to ODT designated traffic.
- 8.2.2 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1 and DS3 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.
- 8.2.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 8.2.4 For DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 8.2.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 8.2.5.1 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);
- 8.2.5.2 DS3 (C-bit Parity, M13, and unframed applications shall be provided);
- 8.2.5.3 SONET standard interface rates in accordance with ANSI T1.105 and ANSI T1.105.07 and physical interfaces per ANSI T1.106.06 (including referenced interfaces). In particular, VT1.5 based STS-1s will be the interface at an ODT service node.
- 8.2.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

- 8.2.6** When Dedicated Transport is provided as a system, BellSouth shall design the system according to ODT's architectural requirements. This includes, but is not limited to:
1. Facility routing and termination points,
 2. Interface selection among those available on the system,
 3. System provisionable parameters. This does not include specification of the vendor to be used by BellSouth, except where mutually agreed.
- 8.3** At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
- 8.3.1** ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
- 8.3.1.1** ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 8.3.1.2** ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.3.1.3** ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8.3.1.4** ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.3.1.5** ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.3.1.6** Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.3.1.7** Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.3.1.8** Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.3.1.9** Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

- 8.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition, Issue 1 August 1987;

9. **Tandem Switching**

9.1 **Definition**

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

9.2 **Technical Requirements**

- 9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:
 - 9.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
 - 9.2.1.2 Tandem Switching will provide screening as jointly agreed to by ODT and BellSouth;
 - 9.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability
 - 9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by ODT;
 - 9.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
 - 9.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
 - 9.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

- 9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IECs, ICOs, CAPs and CLEC switches.
- 9.2.3 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 9.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by ODT. Tandem Switching will provide recording of all billable events as jointly agreed to by ODT and BellSouth.
- 9.2.6 Upon a reasonable request from ODT, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to ODT.
- 9.2.7 BellSouth shall maintain ODT's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 9.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 9.2.9 Tandem Switching shall route calls to BellSouth or ODT endpoints or platforms (e.g., operator services and PSAPs) on a per call basis as designated by ODT, where such routing is not available from the originating end office switch, to the extent such Tandem Switch has such capability. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by ODT and BellSouth. Such plans shall meet ODT requirements for routing calls through the local network.
- 9.2.10 Tandem Switching shall process originating toll-free traffic received from a CLEC local switch.
- 9.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 9.3 **Interface Requirements**

- 9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 9.3.4 Tandem Switching shall interconnect with ODT's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At ODT's request, Tandem Switching shall record and keep records of traffic for billing.
- 9.3.5 Tandem Switching shall provide an alternate final routing pattern for ODT traffic overflowing from direct end office high usage trunk groups.
- 9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to ODT) each of the requirements for Tandem Switching set forth in the following technical references:
 - 9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 9.4.2 GR-905-CORE covering CCSNIS;
 - 9.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection
- 9.5 **Digital Cross-Connect System (DCS)**
 - 9.5.1 **Definition**
 - 9.5.1.1 DCS provides automated cross connection of Digital Signal level 0 (DS0) or higher transmission bit rate digital channels within physical interface facilities. Types of DCSs include but are not limited to DCS 1/0s, DCS 3/1s, and DCS 3/3s, where the nomenclature 1/0 denotes interfaces typically at the DS1 rate or greater with cross-connection typically at the DS0 rate. This same nomenclature, at the appropriate rate substitution, extends to the other types of DCSs specifically cited as 3/1 and 3/3. Types of DCSs that cross-connect Synchronous Transport Signal level 1 (STS-1s) or other Synchronous Optical Network (SONET) signals (e.g., STS-3) are also DCSs, although not denoted by this same type of nomenclature. DCS may provide the functionality of more than one of the aforementioned DCS types (e.g., DCS 3/3/1 which combines

functionality of DCS 3/3 and DCS 3/1). For such DCSs, the requirements will be, at least, the aggregation of requirements on the "component" DCSs.

- 9.5.1.2 In locations where automated cross connection capability does not exist, DCS will be defined as the combination of the functionality provided by a Digital Signal Cross-Connect (DSX) or Light Guide Cross-Connect (LGX) patch panels and D4 channel banks or other DS0 and above multiplexing equipment used to provide the function of a manual cross connection.
- 9.5.1.3 Interconnection between a DSX or LGX, to a switch, another cross-connect, or other service platform device, is included as part of DCS.
- 9.6 **DCS Technical Requirements**
- 9.6.1 DCS shall provide completed end-to-end cross connection of the channels designated by ODT.
- 9.6.2 Where technically available in BellSouth's DCS system and supported by BellSouth's network management software, DCS shall provide multiplexing, format conversion, signaling conversion, or other functions.
- 9.6.3 The end-to-end cross connection assignment shall be input to the underlying device used to provide DCS from an operator at a terminal or via an intermediate system. The cross connection assignment shall remain in effect whether or not the circuit is in use.
- 9.6.4 BellSouth shall continue to administer and maintain DCS, including updates to the control software to current available releases.
- 9.6.5 BellSouth shall provide various types of Digital Cross-Connect Systems including:
 - 9.6.5.1 DS0 cross-connects (typically termed DCS 1/0);
 - 9.6.5.2 DS1/VT1.5 (Virtual Tributaries at the 1.5Mbps rate) cross-connects (typically termed DCS 3/1);
 - 9.6.5.3 DS3 cross-connects (typically termed DCS 3/3);
 - 9.6.5.4 STS-1 cross-connects; and
 - 9.6.5.5 Other technically feasible cross-connects designated by ODT.
- 9.6.6 DCS shall continuously monitor protected circuit packs and redundant common equipment.

- 9.6.7 Where technically available in BellSouth's DCS System, DCS shall automatically switch to a protection circuit pack on detection of a failure or degradation of normal operation.
- 9.6.8 The underlying equipment used to provide DCS shall be equipped with a redundant power supply or a battery back-up.
- 9.6.9 BellSouth shall make available to ODT spare facilities and equipment necessary for provisioning repairs, as it does for itself and for its own customers.
- 9.6.10 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform optical to electrical conversion where the underlying equipment used to provide DCS contains optical interfaces or terminations (e.g., Optical Carrier level 3, i.e., OC-3, interfaces on a DCS 3/1).
- 9.6.11 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall have SONET ring terminal functionality where the underlying equipment used to provide DCS acts as a terminal on a SONET ring.
- 9.6.12 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall provide multipoint bridging of multiple channels to other DCSs. ODT may designate multipoint bridging to be one-way broadcast from a single master to multiple tributaries, or two-way broadcast between a single master and multiple tributaries.
- 9.6.13 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall multiplex lower speed channels onto a higher speed interface and demultiplex higher speed channels onto lower speed interfaces as designated by ODT.
- 9.6.14 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, DCS shall perform signaling conversion and data conditioning as designated by ODT.
- 9.7 **DCS Interface Requirements**
- 9.7.1 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS0, DS1, and VT1.5 channel cross-connect devices at the DS1 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI, and ITU standards.,

- 9.7.2 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on DS3 channel cross-connect devices at the DS3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and ITU standards.
- 9.7.3 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, BellSouth shall provide physical interfaces on STS-1 cross-connect devices at the OC-3 rate or higher. In all such cases, these interfaces shall be in compliance with applicable Bellcore, ANSI and , ITU standards.
- 9.7.4 Where technically available in BellSouth's DCS System and supported by BellSouth's network management software, Interfaces on all other cross-connect devices shall be in compliance with applicable Bellcore, ANSI and , ITU , standards.
- 9.8 DCS shall, at a minimum, meet all the requirements set forth in the following technical references:
- 9.8.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 9.8.2 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 9.8.3 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 9.8.4 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 9.8.5 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 9.8.6 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 9.8.7 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);

- 9.8.8 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 9.8.9 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 9.8.10 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 9.8.11 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 9.8.12 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 9.8.13 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 9.8.14 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 9.8.15 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s hierarchical levels;
- 9.8.16 FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 9.8.17 GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 9.8.18 GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria; and
- 9.8.19 TR-NWT-000776, Network Interface Description for ISDN Customer Access.

10. **Operator Systems**

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

10.1 **Definition**

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

10.2 Operator Service

10.2.1 Definition

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

10.2.2 Requirements

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

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

10.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

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

10.2.2.1.4 BellSouth shall complete person-to-person calls.

10.2.2.1.5 BellSouth shall complete collect calls.

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

10.2.2.1.7 BellSouth shall complete station-to-station calls.

10.2.2.1.8 BellSouth shall process emergency calls.

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

- 10.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
- 10.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 10.2.2.2 BellSouth shall adhere to equal access requirements, providing ODT local customers the same IXC access as provided to BellSouth customers.
- 10.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to ODT that BellSouth provides for its own operator service.
- 10.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by ODT.
- 10.2.2.6 BellSouth shall provide an electronic feed of customer call records in "EMR" format to ODT in accordance with the time schedule designated by ODT.
- 10.2.3 **Interface Requirements:**

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

Directory Assistance Service provides local customer telephone number listings with the option to complete the call at the callers direction separate and distinct from local switching.
- 10.3.2 **Requirements**
- 10.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by ODT's customer, BellSouth shall provide caller-optional directory assistance call completion service to one of the provided listings, equal to that which BellSouth provides its customers. If not available, ODT may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

10.3.2.2 Directory Assistance Service Updates

- 10.3.2.2.1** BellSouth shall update customer listings changes daily. These changes include:
- 10.3.2.2.1.1** New customer connections: BellSouth will provide service to ODT that is equal to the service it provides to itself and its customers;
- 10.3.2.2.1.2** Customer disconnections: BellSouth will provide service to ODT that is equal to the service it provides to itself and its customers; and
- 10.3.2.2.1.3** Customer address changes: BellSouth will provide service to ODT that is equal to the service it provides to itself and its customers;
- 10.3.2.3** These updates shall also be provided for non-listed and non-published numbers for use in emergencies.

11. Signaling

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

11.1 Definition of Signaling Link Transport

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

11.2 Technical Requirements

- 11.2.1** Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 11.2.2** Of the various options available, Signaling Link Transport shall perform in the following two ways:
- 11.2.2.1** As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STPS) pair; and
- 11.2.2.2** As a "D-link" which is a connection between two STPS pairs in different company networks (e.g., between two STPS pairs for two Competitive Local Exchange Carriers (CLECs)).

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

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

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

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

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

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

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

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

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

11.3 **Interface Requirements**

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

12. **Signaling Transfer Points (STPs)**

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

12.2 **Technical Requirements**

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

12.2.1.1 **BellSouth Local Switching or Tandem Switching;**

- 12.2.1.2 BellSouth Service Control Points/DataBases;
- 12.2.1.3 Third-party local or tandem switching
- 12.2.1.4 Third-party-provided STPSs.
- 12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.*, transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an ODT local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between ODT local STPSs and the STPSs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPSs.
- 12.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
 - 12.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
 - 12.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
 - 12.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a ODT or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of

messages to a gateway pair of STPSs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ODT database, then ODT agrees to provide BellSouth with the Destination Point Code for the ODT database.

12.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPSs, as specified in the reference in Section 10.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

12.2.6.1 MTP Routing Verification Test (MRVT) and

12.2.6.2 SCCP Routing Verification Test (SRVT).

12.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an ODT or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPSs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPSs, and if mutually agreed upon by ODT and BellSouth.

12.2.8 STPs shall be on parity with BellSouth.

12.2.9 **SS7 Advanced Intelligent Network (AIN) Access**

12.2.9.1 When technically feasible and upon request by ODT, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the ODT SS7 network to exchange TCAP queries and responses with an ODT SCP.

12.2.9.2 SS7 AIN Access shall provide ODT SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and ODT SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the

ODT SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.

12.3 Interface Requirements

12.3.1 BellSouth shall provide the following STPs options to connect ODT or ODT-designated local switching systems or STPSs to BellSouth SS7 network:

12.3.1.1 An A-link interface from ODT local switching systems; and,

12.3.1.2 A D-link interface from ODT local STPSs.

12.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

12.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting ODT local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and ODT will work jointly to establish mutually acceptable SPOIs.

12.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPS, so that no single failure of intraoffice facilities or equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and ODT will work jointly to establish mutually acceptable SPOIs.

12.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

12.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

12.3.5.2 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

12.3.6 Message Screening

- 12.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from ODT local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the ODT switching system has a legitimate signaling relation.
- 12.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from ODT local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the ODT switching system has a legitimate signaling relation.
- 12.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from ODT from any signaling point or network interconnected through BellSouth's SS7 network where the ODT SCP has a legitimate signaling relation.
- 12.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 12.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 12.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 12.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 12.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 12.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
 - 12.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
 - 12.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message

Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

- 12.4.8 **Belcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).**

13. **Service Control Points/Databases**

13.1 **Definition**

- 13.1.1 **Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.**

- 13.1.2 **A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.**

13.2 **Technical Requirements for SCPs/Databases**

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to ODT in accordance with the following requirements.

- 13.2.1 **BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.**
- 13.2.2 **BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).**
- 13.2.3 **The reliability of interconnection options shall be consistent with requirements for diversity and survivability.**
- 13.2.4 **Database Availability**

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

- 13.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for ODT customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.3 **Local Number Portability Database**

13.3.1 **Definition**

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

13.4 **Line Information Database (LIDB):**

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

13.4.1 **Definition**

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

13.4.2 **Technical Requirements:**

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

- 13.4.2.1 - Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ODT to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, for which the non-ODT dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB, except for numbers ported from a third party local services provider.
- 13.4.2.2 Prior to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ODT to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, and ODT dedicated NPA-NXX or RAO-0/1XX Group Records, except for numbers ported from a third party local services provider.
- 13.4.2.3 Subsequent to the availability of a long-term solution for Local Number Portability, BellSouth shall enable ODT to store in BellSouth's LIDB any customer Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO[NXX]-0/1XX., except for numbers ported from a third party local services provider.
- 13.4.2.4 BellSouth shall perform the following LIDB functions (i.e., processing of the following query types as defined in the technical reference in Section 13.8.5 of this Attachment) for ODT's customer records in LIDB:
 - 13.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and
 - 13.4.2.4.2 Calling Card Validation: If ODT chooses to offer Tel Line Number TLN and/or Special Billing Number (SBN credit cards, calling card validation will be supported for ODT customer data in the LIDB.
- 13.4.2.5 BellSouth shall process ODT's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to ODT what additional functions (if any) are performed by LIDB in the BellSouth network.
- 13.4.2.6 Within two (2) weeks after a request by ODT, BellSouth shall provide ODT with a list of the customer data items which ODT would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

- 13.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 13.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 13.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 13.4.2.10 BellSouth shall provide ODT with the capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-0/1XX Group Records, and Line Number and Special Billing Number Records, associated with ODT customers, directly into the BellSouth's LIDB provisioning process. The capability to provision (e.g., to add, update, and delete) NPA-NXX and RAO-01/1XX Group records, and Line Number and Special Billing Number Records, associated with ODT customers will be provided by BellSouth's DBAC. Direct access into BellSouth's LIDB process is not currently available. Once Direct access becomes available with the appropriate security measures, BellSouth will offer such access to ODT. In the interim, BellSouth will provide access by electronic mail, facsimile or password-protected phone call (applicable to Group level NPA-NXX and RAO-01/1XX, updated within the same day if notification to BellSouth is received by 1:00 PM central time).
- 13.4.2.11 BellSouth shall maintain customer data (for line numbers, card numbers, and for any other types of data maintained in LIDB) so that such customers shall not experience any interruption of service due to the lack of such maintenance of customer data. In the event that end user customers change their local services provider, BellSouth will use its best efforts to minimize service interruption in those situations where BellSouth has control over additions and deletions to the database as the LIDB provider.
- 13.4.2.12 All additions, updates and deletions of ODT data to the LIDB shall be solely at the direction of ODT. Such direction from ODT will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 13.4.2.13 BellSouth shall provide priority updates to LIDB for ODT data upon ODT's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.

- 13.4.2.14 BellSouth shall provide ODT with the capability to directly obtain, through an electronic interface, reports of all ODT data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of ODT data in LIDB.
- 13.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of ODT customer records will be missing from LIDB, as measured by ODT audits. BellSouth will audit ODT records in LIDB against DBAS to identify record mis-matches and provide this data to a designated ODT contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to ODT within one business day of audit. Once reconciled records are received back from ODT, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact ODT to negotiate a time frame for the updates, not to exceed three business days.
- 13.4.2.16 BellSouth shall perform backup and recovery of all of ODT's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 13.4.2.17 BellSouth shall provide to ODT access to LIDB measurements and reports at least at parity with the capability that BellSouth has for its own customer records and that BellSouth provides to any other party. Electronic access shall be offered to ODT when it becomes available. Currently, BellSouth provides the following information from the Billing Measurements System summarized by Data Owner/Query Originator:
- Calling Card Queries
 - Billed Number Screening Queries
 - Calling Card Successful
 - Calling Card Denied
 - Calling Card CCAN Service Denied
 - Calling Card Pin Match Field
 - Calling Card Record Not Found
 - Billed Number Screening Successful
 - Billed Number Screening Not Found
 - Group Not Found
 - BNS/C Processing Indicator Not Enabled
 - Group Status/Nonparticipating

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

- 13.4.2.18 - BellSouth shall provide ODT with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between ODT and BellSouth.
- 13.4.2.19 BellSouth shall prevent any access to or use of ODT data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other party that is not authorized by ODT in writing.
- 13.4.2.20 BellSouth shall provide ODT performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by ODT at least at parity with BellSouth Customer Data. BellSouth shall obtain from ODT the screening information associated with LIDB Data Screening of ODT data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ODT under the Bona Fide Request process of Attachment 9.
- 13.4.2.21 BellSouth shall accept queries to LIDB associated with ODT customer records, and shall return responses in accordance with industry standards.
- 13.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 13.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 13.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.
- 13.4.3 **Interface Requirements**
BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 13.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 13.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.

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

13.5 **Toll Free Number Database**

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

13.5.1 **Technical Requirements**

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

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

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

- 13.5.1.3.1 Network Management;
- 13.5.1.3.2 Customer Sample Collection; and
- 13.5.1.3.3 Service Maintenance

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

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

13.6.1 **Technical Requirements**

- 13.6.1.1 BellSouth shall offer ODT a data link to the ALI/DMS database or permit ODT to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to ODT immediately after ODT inputs information into the ALI/DMS database. Alternately, ODT may utilize BellSouth, to enter customer information into the data base on a demand basis, and validate customer information on a demand basis.
- 13.6.1.2 The ALI/DMS database shall contain the following customer information:
- 13.6.1.2.1 Name;
- 13.6.1.2.2 Address;
- 13.6.1.2.3 Telephone number; and
- 13.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).
- 13.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless ODT requests otherwise and shall be updated if ODT requests, provided ODT supplies BellSouth with the updates.
- 13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 13.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.
- 13.6.2 **Interface Requirements**
- The interface between the E911 Switch or Tandem and the ALI/DMS database for ODT customers shall meet industry standards.
- 13.7 **Directory Assistance Database**
- BellSouth shall make its directory assistance database available to ODT in order to allow ODT to provide its customers with the same directory

- assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide ODT with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by ODT and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ODT telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.
- 13.8 **Calling Name Database.** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.
- 13.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
- 13.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);
- 13.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
- 13.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- 13.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- 13.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 13.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 13.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
- 13.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access
- 13.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ODT the capability that will allow ODT and other third parties to create service applications in a BellSouth Service Creation Environment

and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

- 13.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ODT. Scheduling procedures shall provide ODT equivalent priority to these resources
- 13.10.3 BellSouth SCP shall partition and protect ODT service logic and data from unauthorized access, execution or other types of compromise.
- 13.10.4 When ODT selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ODT to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 13.10.5 When ODT selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. ODT access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.10.6 When ODT selects SCE/SMS AIN Access, BellSouth shall allow ODT to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

14. **SS7 Network Interconnection**

14.1.1 **Definition**

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

14.1.2 **Technical Requirements**

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

- 14.1.2.1.1 BellSouth local or tandem switching systems;
- 14.1.2.1.2 BellSouth DBs; and
- 14.1.2.1.3 Other third-party local or tandem switching systems.
- 14.1.2.2 The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and DBs and ODT or other third-party switching systems with A-link access to the BellSouth SS7 network.

If traffic is routed based on dialed or translated digits between an ODT local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the ODT local STPSs and BellSouth or other third-party local switch.
- 14.1.2.3 When the capability to route messages based on Intermediate Signaling Network Identifier (ISNI) is generally available on BellSouth STPSs, the BellSouth SS7 Network shall also convey TCAP messages using SS7 Network Interconnection in similar circumstances where the BellSouth switch routes traffic based on a Carrier Identification Code (CIC).
- 14.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
 - 14.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
 - 14.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
 - 14.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 14.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an ODT local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to

a gateway pair of ODT local STPSs, and shall not include SCCP Subsystem Management of the destination.

- 14.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 14.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 14.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPSs, SS7 Network Interconnection shall provide these functions of the OMAP.
- 14.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:
 - 14.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;
 - 14.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and
 - 14.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.
- 14.1.3 **Interface Requirements**
 - 14.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect ODT or ODT-designated local or tandem switching systems or STPSs to the BellSouth SS7 network:
 - 14.1.3.1.1 A-link interface from ODT local or tandem switching systems; and
 - 14.1.3.1.2 D-link interface from ODT STPSs.
 - 14.1.3.2 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where the BellSouth STPS is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting ODT local switching systems or STPSs with BellSouth STPSs as soon as these become approved ANSI standards and available capabilities of BellSouth STPSs. BellSouth and ODT will work jointly to establish mutually acceptable SPOI.
 - 14.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STPS, so that no single failure of intraoffice facilities or

equipment shall cause the failure of both D-links in a layer connecting to a BellSouth STPS. BellSouth and ODT will work jointly to establish mutually acceptable SPOI.

- 14.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:
 - 14.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
 - 14.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
 - 14.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
 - 14.1.3.4.4 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 14.1.3.5 BellSouth shall set message screening parameters to block accept messages from ODT local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the ODT switching system has a legitimate signaling relation.
- 14.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:
 - 14.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;
 - 14.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 14.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 14.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

- 14.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;
- 14.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);
- 14.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 14.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 14.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 14.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);
- 14.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 14.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 14.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 14.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

15. Basic 911 and E911

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

15.1 Definition

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

15.2 Requirements

- 15.2.1 Basic 911 Service Provisioning.** For Basic 911 service, BellSouth will provide to ODT a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ODT will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ODT will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ODT will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- 15.2.2 E911 Service Provisioning.** For E911 service, ODT will be required to install a minimum of two dedicated trunks originating from the ODT serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ODT will be required to provide BellSouth daily updates to the E911 database. ODT will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ODT will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party.
- 15.2.3 Rates.** Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on ODT beyond applicable charges for BellSouth trunking arrangements.

- 15.2.4 Basic 911 and E911 functions provided to ODT shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.
- 15.2.5 Detailed Practices and Procedures. The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and ODT to follow in providing 911/E911 services.

Local Interconnection

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

1. Local Traffic Exchange

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

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

1.2.1 Line-side of local switch.

1.2.2 Trunk-side of local switch.

1.2.3 Trunk interconnection points for tandem switch.

1.2.4 Central office cross-connect points.

1.2.5 Out-of-band signal transfer points.

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

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

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

Attachment 3
Page 2

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

- 1.3.1 **Audits.** On thirty (30) days written notice, each party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and ODT shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either party is found to have overstated the PLU by twenty percentage points (20%) or more, that party shall reimburse the auditing party for the cost of the audit.
- 1.4 **Percentage Interstate Usage.** For combined interstate and intrastate ODT traffic terminated by BellSouth over the same facilities, ODT 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 ODT. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection and intrastate toll access charges.
- 1.5 **Unidentified local traffic.** Whenever BellSouth delivers traffic to ODT for termination on ODT's network, if BellSouth cannot determine because of the manner in which ODT 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 ODT can provide sufficient information for BellSouth to determine whether said traffic is local or toll. If BellSouth deploys an NXX code across its local calling areas in such a manner that ODT cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and ODT.
- 1.6 **Intermediary Tandem Switching.** BellSouth will provide intermediary tandem switching and transport services for ODT's connection of its end user to a local end user of another ALEC where both ALECs are

Attachment 3
Page 3

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

- 1.7 **Mutual Provision of Access Service.** When BellSouth and ODT provide an access service connection between an interexchange carrier ("IXC") and each other, each party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the party providing the end office function. BellSouth will use the Multiple Exchange Carrier Access Billing system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. 30-day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within a reasonable time after the usage is recorded. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC.

- 1.8 **Rates.** Rates for interconnection for local traffic on the BellSouth network as set out in this Section are set out in Attachment 11. Compensation for interconnection is reciprocal, as set out in Section 8 below.

2. Exchange of intraLATA toll traffic

Exchange of intraLATA toll traffic between BellSouth and ODT networks shall occur as follows:

- 2.1 **IntraLATA Toll Traffic.** IntraLATA toll traffic is traffic that is not Local Traffic as defined in Section 1.1 above.
- 2.2 **Delivery of intraLATA toll traffic.** For terminating its toll traffic on the other company's network, each party will pay BellSouth's current intrastate terminating switched access rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. **See BellSouth's Intrastate Access Services Tariff.**
- 2.3 **Rates.** For originating and terminating toll traffic, each party shall pay the other BellSouth's intrastate or interstate whichever is appropriate, switched network access service rate elements on a per minute of use basis. Applicable rate elements are set out in BellSouth's Access Services Tariffs. The appropriate charges will be determined by the routing of the call. If ODT is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses ODT as an interexchange carrier on a 10XXX basis, BellSouth will charge ODT the appropriate tariff

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

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

3. **Methods of Interconnection**

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

4. **Trunk Groups**

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

5. Network Design and Management for Interconnection

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

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

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

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

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

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

Attachment 3
Page 7

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

- 5.7 Call Information. BellSouth will provide ODT with the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing where BellSouth provides recording capabilities. The exchange of information is required to enable each party to bill properly.

6. Parity in Ordering and Provisioning

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

7. Local Dialing Parity

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

8. Reciprocal Compensation

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

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

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

**BELLSOUTH PHYSICAL COLLOCATION
MASTER AGREEMENT**

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

WITNESSETH

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

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

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

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

1. Scope of Agreement

1.1 BellSouth hereby grants to Interconnector a right to occupy that certain enclosed area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by Interconnector and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at Interconnector's expense, a wall or other delineation to establish a clear division between the Collocation Space and other areas of the Central Office dedicated to BellSouth's use.

1.2 Interconnector shall use the Collocation Space for the purposes of installing, maintaining and operating Interconnector's equipment (to include testing and monitoring equipment) which is used to interconnect with telecommunications services and facilities provided by BellSouth. Pursuant to Article III, following, Interconnector may place Interconnector-owned fiber entrance facilities to the Collocation Space, in which case the arrangement is designated "Expanded Interconnection." Placement of

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

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

2. Term of Agreement

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

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

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

3. Use of Collocation Space

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

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

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

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

4. Ordering and Preparation of Collocation Space

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

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

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

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

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

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

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

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

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

6. Insurance

- 6.1 Interconnector shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Article VI and underwritten by insurance companies licensed to do business in the states contained in Exhibit B attached hereto and having a BEST Insurance Rating of B ++ X (B ++ ten).
- 6.2 Interconnector shall maintain the following specific coverages:
- 6.2.1 Commercial General Liability coverage in the amount of fifteen million dollars (\$15,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than fifteen million dollars (\$15,000,000.00). BellSouth shall be named as an ADDITIONAL INSURED on ALL applicable policies as specified herein.
- 6.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 6.2.3 Interconnector may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 6.3 The limits set forth in Article VI.B above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Interconnector to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 6.4 All policies purchased by Interconnector shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date

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

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

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

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

7. **Mechanics Liens**

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

8. **Inspections**

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

9. Security

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

10. Indemnity / Limitation of Liability

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

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

11. Publicity

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

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

12. Destruction of Collocation Space

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

13. Eminent Domain

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

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

14. Force Majeure

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

15. Assignment

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

16. Nonexclusivity

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

17. No Implied Waiver

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

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

18. **Notices**

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

To BellSouth:

To (Interconnector):

ATTN: _____

ATTN: _____

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

19. **Resolution of Disputes**

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

20. **Section Headings**

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

21. **Authority**

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

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

22. Review of Agreement

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

23. Entire Agreement

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

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

BELLSOUTH TELECOMMUNICATIONS,
INC.

INTERCONNECTOR
(Full Company Name)

Authorized Signature

Authorized Signature

Print or Type Name

Print or Type Name

Title

Title

Date

Date

SCHEDULE OF RATES AND CHARGES

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

Notes

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

- (1) Subsequent Application Fee. BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital (e.g., additional space or power requirements, BST termination/cross-connect equipment, etc.), BellSouth will assess the Subsequent Application Fee.
- (2) Space Preparation Fee. The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a central office, which include survey, engineering, design and building modification costs. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and the type of arrangement requested.

Space Enclosure Construction Fee. The Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. This fee is assessed in 50 square-foot increments, with a minimum space enclosure size of 100 square feet. Interconnector may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill Interconnector for the space enclosure, and this fee shall not be applicable.
- (3) Additional Engineering Fee. BellSouth's engineering and other labor costs associated with establishing the Physical Collocation Arrangement shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. An estimate of the Additional Engineering charges shall be provided by BellSouth in the Application Response.

BONA FIDE PHYSICAL COLLOCATION ARRANGEMENTS

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

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

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

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

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

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

ACCESS TO NUMBERS and NUMBER PORTABILITY

1. Non-Discriminatory Access to Telephone Numbers

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

2. Permanent Solution

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

3. Service Provider Number Portability

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

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

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

4. SPNP Implementation

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

- 4.1 SPNP is available only where a CLEC or BellSouth is currently providing, or will begin providing concurrent with provision of SPNP, basic local exchange service to the affected end user. SPNP for a particular telephone number is available only from the central office originally providing local exchange service to the end user. SPNP for a particular assigned telephone number will be disconnected when any end user, Commission, BellSouth, or CLEC initiated activity (e.g., a change in exchange boundaries) would normally result in a telephone number change had the end user retained his initial local exchange service.
- 4.2 SPNP-RCF, as contemplated by this Agreement, is a telecommunications service whereby a call dialed to an SPNP-RCF equipped telephone number is automatically forwarded to an assigned seven- or ten- digit telephone number within the local calling area as defined in BellSouth's General Subscriber Services Tariff. The forwarded-to number shall be specified by the CLEC or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.
- 4.3 SPNP-DID service, as contemplated by this Statement, provides trunk side access to end office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are

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

4.4

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

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

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

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

5. Rates

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

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

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

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

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

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

2. Access to Operational Support Systems

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

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

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

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

BILLING

1. Payment and Billing Arrangements

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

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

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

- 1.7 Late Payment. If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor. The late factor shall be as set forth in Section A2 of the General Subscriber Service Tariff, Section B2 of the Private Line Service Tariff or Section E2 of the Intrastate Access Tariff, whichever BellSouth determines is appropriate.
- 1.8 Access Charges for Resellers. Any switched access charges associated with interexchange carrier access to the resold local exchange lines will be billed by, and due to, BellSouth. No additional charges are to be assessed to ODT.
- 1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill ODT end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Discontinuing Service to ODT. The procedures for discontinuing service to ODT are as follows:
- 1.10.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by ODT of the rules and regulations contained in BellSouth's tariffs.
- 1.10.2 If payment of account is not received by the bill day in the month after the original bill day, BellSouth may provide written notice to ODT that additional applications for service will be refused and that any pending orders for service will not be completed if payment is not received by the fifteenth day following the date of the notice. If BellSouth does not refuse additional applications for service on the date specified in the notice and ODT's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- 1.10.3 If payment of the account is not received or arrangements made by the bill day in the second consecutive month, the account will be considered in default and will be subject to denial or disconnection, or both.
- 1.10.4 If ODT fails to comply with the provisions of this Agreement, including any payments to be made by it on the dates and times specified, BellSouth

may, on thirty days written notice to the person designated by ODT to receive notices of noncompliance, discontinue the provision of existing services to ODT at any time thereafter. In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due. If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and ODT's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to ODT without further notice.

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

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

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

2. RAO Hosting

2.1 RAO Hosting, CATS and NICS services provided to ODT by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.

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

formatted records and packed between appropriate EMR header and trailer records, also in accordance with accepted industry standards.

- 2.12 ODT will ensure that the recorded message detail necessary to recreate files provided to BellSouth will be maintained for back-up purposes for a period of three (3) calendar months beyond the related message dates.
- 2.13 Should it become necessary for ODT to send data to BellSouth more than sixty (60) days past the message date(s), ODT will notify BellSouth in advance of the transmission of the data. If there will be impacts outside the BellSouth region, BellSouth will work with its connecting contractor and ODT to notify all affected Parties.
- 2.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or ODT) identified and agreed to, the company responsible for creating the data (BellSouth or ODT) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 2.15 Should an error be detected by the EMR format edits performed by BellSouth on data received from ODT, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ODT of the error condition. ODT will correct the error(s) and will re-send the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, ODT will re-send these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 2.16 In association with message distribution service, BellSouth will provide ODT with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 2.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.

2.18 RAO Compensation

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

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

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

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

2.19 Intercompany Settlements Messages

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

- 2.19.2 Both traffic that originates outside the BellSouth region by ODT and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ODT, is covered by this Agreement.

- 2.19.3 Once ODT is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via BellCore's, its successor or assign, NICS system when it is implemented. Should ODT operate within the BellSouth region prior to the implementation of NICS, in-region revenues will not be settled until the implementation of NICS. Should this time period exceed six (6) months, BellSouth and ODT agree to negotiate an alternate form of settlement for these revenues.
- 2.19.4 Upon implementation of NICs, this Section shall be amended to include intra-region settlements as appropriate.
- 2.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from BellCore, its successor or assign, on behalf of ODT. BellSouth will distribute copies of these reports to ODT on a monthly basis.
- 2.19.6 BellSouth will collect the revenue earned by ODT from the Bell operating company in whose territory the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of ODT. BellSouth will remit the revenue billed by ODT to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on ODT. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to ODT via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and ODT agree that monthly netted amounts of less than ten dollars (\$10.00) will not be settled.

3. **Daily Usage File**

- 3.1 Upon request from ODT, BellSouth may provide Daily Usage File service to ODT. Daily Usage File service provided to ODT by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this agreement, including such revisions as may be made from time to time by BellSouth.
- 3.2 ODT shall furnish all relevant information required by BellSouth for the provision of the Daily Usage File.

3.3 **Compensation Arrangements**

Applicable compensation amounts will be billed by BellSouth to the CLEC on a monthly basis in arrears. Amounts due from the OLEC to BellSouth

(excluding adjustments) are payable within 30 days of the date of the
billing statement.

1. Scope of Exhibit

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

BELLSOUTH TELECOMMUNICATIONS, INC.

OLEC DAILY USAGE FEED (ODUF) SPECIFICATIONS

ISSUE 1.0

GENERAL

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

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

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

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

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

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

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

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

FILE SPECIFICATIONS

USAGE TO BE TRANSMITTED

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

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

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

DUPLICATE RECORD CHECKING

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

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

PHYSICAL FILE CHARACTERISTICS

GENERAL

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

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

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

PACKING SPECIFICATIONS

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

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

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

Pack Header Record

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

Pack Trailer Record

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

PACK REJECTION

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

CONTROL DATA

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

TESTING

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

ODUF CONFIRMATION RECORD (RIPC03)

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

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

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

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

BellSouth agrees to provide to ODT, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth, pursuant to terms and conditions that are subsequently negotiated.

BONA FIDE REQUEST PROCESS

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

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

Attachment 10

PERFORMANCE MEASUREMENT

1. PERFORMANCE MEASUREMENT

1.1 BellSouth, in providing Services and Elements to ODT pursuant to this Agreement, shall provide ODT the same quality of service that BellSouth provides itself and its end-users. This Attachment 12 includes ODT's measurements for those requirements. The Parties have agreed to five (5) categories of Performance to be measured: (1) Provisioning; (2) Maintenance; (3) Billing (Data Usage and Data Carrier); (4) Databases, e.g., LIDB and (5) Account Maintenance. Each category includes measurements which focus on timeliness, accuracy and quality. BellSouth shall measure the following activities to meet the goals provided herein.

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

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

1.3 DELETED

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

Attachment 10

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

2. PROVISIONING PERFORMANCE MEASUREMENTS

Provisioning performed by BellSouth will meet the following measurements:

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

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

* Under normal business conditions

<i>Business</i> --	
1-2 lines	2 business days*
3-5 lines	4 business days*
6-10 lines	6 business days*
11-15	9 business days*
Over 15 lines	AS NEGOTIATED
<i>Residential</i>	4 days*
Business lines/trunks, plant or other facilities not available and must be provisioned	AS NEGOTIATED
ESSX3/Multi Serv (Centrex) ^(sm)	
New/To & From	AS NEGOTIATED
New features (not in common block)	AS NEGOTIATED
Add/changes (in common block)	
1-3 lines	2 business days
4-9 lines	3 business days
10-24 lines	5 business days
Over 24 lines	AS NEGOTIATED
Unbundled Network Elements	
<i>Business or Residential</i>	The Parties agree to establish appropriate intervals for provisioning unbundled Network Elements by July 1, 1997.
FEATURE CHANGES	

* Under normal business conditions

Attachment 10

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

2.2 Committed Due Date Met:

Measures as a percent the actual date service provisioned compared to the date service was scheduled to be provisioned.

Measurement:

$N = \text{Total Appointments Met}$

$D = \text{Total Appointments Set}$

2.3 No Trouble Reported Within 30 Days of Order Completion:

Measures reliability of service provided to ODT customers in first 30 days of service.

Measurement:

POTS: $N = \text{All troubles on service installed } \leq 30 \text{ days in a calendar month}$

$D = \text{Installations in a calendar month}$

Note: N and D are not the same order base.

Specials: $N = \text{Troubles on service installed } \leq 30 \text{ days}$

$D = \text{Installations in a calendar month}$

Note: N and D are in the same order base.

2.4 Firm Order Confirmation:

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

Measurement:

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

Attachment 10

D = Total Number of FOCs Sent in a 24 hour period

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

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

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

Measurement:

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

D = Total Number of Rejects or Error Status Sent

2.6 Service Orders Provisioned As Requested:

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

3. MAINTENANCE MEASUREMENTS

3.1 Time to Restore

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

Measurement:

N = Total Duration Time

D = Total Troubles

For Specials and Local Interconnection/Trunking:

N = Responsible Duration Time

D = Total Troubles

To the extent that ODT requests that BellSouth measure the time to restore Local Services, Network Elements or Combinations, separated between time to restore where no dispatch is required, time to restore where dispatch is required and time to restore a service impairment. Additionally, to the extent that ODT requests BellSouth to provide these measurements delineated in certain hourly intervals. BellSouth is agreeable to meeting this request for hourly intervals as delineated by ODT, subject to an estimated one-time cost of \$20,000.00 and a

Attachment 10

monthly recurring cost of \$500.00. ODT agrees to give BellSouth thirty (30) days written notice of its desire for BellSouth to provide this measurement and, subject to final agreement on cost (one-time and monthly), BellSouth will provide it as requested, within ninety (90) days unless otherwise agreed.

3.2 Repeat Troubles

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

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

$D = \text{Total Troubles}$

3.3 Trouble Resolution Notification

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

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

3.5 Missed Appointments

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

Measurement:

$N = \text{Total Appointments met}$

$D = \text{Total Appointment set}$

3.6 Report Rate

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

Measurement:

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

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

4. BILLING (CUSTOMER USAGE DATA)

4.1 Timeliness

Attachment 10

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

Measurement:

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

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

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

4.2 Completeness

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

Measurement:

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

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

$\times 100$

Target: $\geq 98\%$ of all records delivered within 30 days of the message creation

4.3 Recorded Usage Data Accuracy

4.3.1 Format and Content

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

Measurement:

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

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

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

4.3.2 Transmission

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

MR Response Times:

A = Immediate Attention - Resolution within 24 hours

B = Resolution 4 to 7 Days - Unguidables

C = Resolution 2 to 3 Weeks

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

R = Re-send (Files) within 6 Hours

All times refer to mutual business work days/hours

4.4 Data Packs

Data Pack rejections and re-sends shall be as defined in Attachment 7, Appendix 2, Sections 4.4 and 4.5. BellSouth will transmit to ODT all packs error free in the format agreed.

Measurement:

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

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

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

5. BILLING (CONNECTIVITY BILLING AND RECORDING)

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

6. DATA BASES

6.1 Line Information Data Base

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

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

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

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

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

6.1.3.3 DELETED

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

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

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

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

7. ACCOUNT MAINTENANCE

- 7.1 When notified by a CLEC that an ODT Customer has switched to CLEC service, BellSouth shall provision the change, and notify ODT via

Attachment 10

CONNECT: Direct that the customer has changed to another service provider ("OUTPLOC") within one (1) business day:

Measurement:

N = Number of Local Service Changes From ODT to Another CLEC
Provisioned with Notification to ODT in One Business Day
D = Total Number of Local Service Changes from ODT to
Another CLEC Provisioned with Notification to ODT

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

Measurement:

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

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

Measurement:

N = Number of PIC Change Requests for an ODT Local Customer
Rejected by BellSouth to IXC ≤ One Business Day
D = Total Number of PIC Changes for an ODT Local Customer
Rejected by BellSouth to IXC

Table 1

UNBUNDLED NETWORK ELEMENTS

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

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

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

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

Usage surrogate	\$64.00 per month
Signal Control Points	
LIDB (1)	TBD
Toll Free Database (1)	TBD
AIN, per message	\$0.00004 (interim rate)
AIN, Service Creation Tools (1)	TBD
AIN, Mediation (1)	TBD
(1) BellSouth and ODT shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.	
Call Transport and Termination (2)	
Direct End Office interconnection	\$.002 per MOU
Interconnection at the Tandem Switch	
-Tandem switch + transport	\$.00125 per MOU
-End office Switch	\$.00200 per MOU
-Combined	\$.00325 per MOU
(2) The Parties agree to bill a mutually agreed upon composite interconnection rate of \$0.004 until approximately January, 1998, unless otherwise agreed to by the parties. This interim composite rate will be billed in lieu of interconnection rates on an elemental basis and shall be retroactive to the Effective Date.	

Table 2

RIGHTS OF WAY

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

Table 3

POLE ATTACHMENTS, CONDUIT AND DUCT OCCUPANCY

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

Table 4

LOCAL NUMBER PORTABILITY

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

Table 5

(Interim Rates Pending Further Negotiation)

RECORDED USAGE DATA

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

**LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Agreement, effective as of July 11, 1997, is entered into by and between BellSouth Telecommunications, Inc. ("BST"), a Georgia corporation, and Orlando Digital Telephone Corporation ("Local Exchange Company"), a Florida corporation, and their fully authorized officers.

WHEREAS, in consideration of the mutual covenants, agreements and obligations set forth below, the parties hereby agree as follows:

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum No. 1 are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

1. Billed Number Screening
2. Calling Card Validation
3. Fraud Control

C. BST will provide seven days per week, 24-hours per day, fraud control and detection services. These services include, but are not limited to, such features as sorting Calling Card Fraud detection according to domestic or international calls in order to assist the pinpointing of possible theft or fraudulent use of Calling Card numbers; monitoring bill-to-third number and collect calls made to numbers in BST's LIDB, provided such information is included in the LIDB query, and establishing Account Specific Thresholds, at BST's sole discretion, when necessary. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it

includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement.

Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

(b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.

(c) Local Exchange Company shall have the responsibility to render a billing statement to its end users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's end users.

(d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall

be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of July 11, 1997, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

A. The Local Exchange Company will not be charged a fee for storage services provided by BST to the Local Exchange Company, as described in Section I of this Agreement.

B. Sales, use and all other taxes (excluding taxes on BST's income) determined by BST or any taxing authority to be due to any federal, state or local taxing jurisdiction with respect to the provision of the service set forth herein will be paid by the Local Exchange Company. The Local Exchange Company shall have the right to have BST contest with the imposing jurisdiction, at the Local Exchange Company's expense, any such taxes that the Local Exchange Company deems are improperly levied.

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise

specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

Neither party shall be liable to the other party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

A. It is understood and agreed to by the parties that BST may provide similar services to other companies.

B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies. Nothing in this Agreement shall be construed to cause either party to violate any such legal or regulatory requirement and either party's obligation to perform shall be subject to all such requirements.

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

D. This Agreement constitutes the entire agreement between the Local Exchange Company and BST which supersedes all prior agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.


E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.

F. Neither party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.


G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 
Title: Director
Date: 07/11/97
Address: 675 West Peachtree Street NE
Room 34S91
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: 
Title: Vice President
Date: 10 Jul 97
Address: 3601-4 Vineland Road
Orlando, Florida 32811

(Facilities Based)

**ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated July 11, 1997, between BellSouth Telecommunications, Inc. ("BST"), and Orlando Digital Telephone Corporation ("Local Exchange Company"), effective the 11th day of July, 1997.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.
- C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.
- D. Calling Card number - a billing number plus PIN number.

E. PIN number - a four digit security code assigned by the Local Exchange Company which is added to a billing number to compose a fourteen digit calling card number.

F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.

G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.

H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.

I. Billing number information - information about billing number, Calling Card number and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

A. The Local Exchange Company will provide its billing number information to BST's LIDB each business day by a method that has been mutually agreed upon by both parties.

B. BST will store in its LIDB the billing number information provided by the Local Exchange Company. Under normal operating conditions, BST shall include the Local Exchange Company's billing number information in its LIDB no later than two business days following BST's receipt of such billing number information, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the Local Exchange Company's working telephone numbers.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information provided by the Local Exchange Company to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by the Local Exchange Company, and where the last four digits (PIN) are a security code assigned by the Local Exchange Company.

2. Determine whether the Local Exchange Company or the subscriber has identified the billing number as one which should not be billed for collect or third number calls, or both.

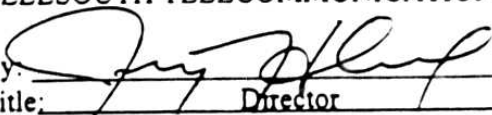
E. The Local Exchange Company will provide its own billing number information to BST for storage and to be used for Billed Number Screening and Calling Card Validation. The Local Exchange Company will arrange and pay for transport of updates to BST.

IV. COMPLIANCE


Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 
Title: Director
Date: 07/11/97
Address: 675 West Peachtree Street NE
Room 34S91
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: 
Title: Vice President
Date: 10 JUL 97
Address: 3601-4 Vineland Road
Orlando, Florida 32811

(Resale)

**ADDENDUM NO. 1
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This Addendum No. 1 to the Line Information Data Base Storage Agreement dated July 11, 1997, between BellSouth Telecommunications, Inc. ("BST"), and Orlando Digital Telephone Corporation ("Local Exchange Company"), effective the 11th day of July, 1997.

I. GENERAL

This Addendum sets forth the terms and conditions for Local Exchange Company's provision of billing number information to BST for inclusion in BST's LIDB. BST will store in its LIDB the billing number information provided by Local Exchange Company, and BST will provide responses to on-line, call-by-call queries to this information for purposes specified in Section I.B. of the Agreement.

II. DEFINITIONS

- A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.
- B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.
- C. Special billing number - a ten digit number that identifies a billing account established by BST in connection with a resold local exchange service or with a SPNP arrangement.

- D. Calling Card number - a billing number plus PIN number assigned by BST.
- E. PIN number - a four digit security code assigned by BST which is added to a billing number to compose a fourteen digit calling card number.
- F. Toll billing exception indicator - associated with a billing number to indicate that it is considered invalid for billing of collect calls or third number calls or both, by the Local Exchange Company.
- G. Billed Number Screening - refers to the activity of determining whether a toll billing exception indicator is present for a particular billing number.
- H. Calling Card Validation - refers to the activity of determining whether a particular calling card number exists as stated or otherwise provided by a caller.
- I. Billing number information - information about billing number or Calling Card number as assigned by BST and toll billing exception indicator provided to BST by the Local Exchange Company.

III. RESPONSIBILITIES OF PARTIES

- A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.
- B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for

any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

C. BST will provide responses to on-line, call-by-call queries to the stored information for the specific purposes listed in the next paragraph.

D. BST is authorized to use the billing number information to perform the following functions for authorized users on an on-line basis:

1. Validate a 14 digit Calling Card number where the first 10 digits are a line number or special billing number assigned by BST, and where the last four digits (PIN) are a security code assigned by BST.
2. Determine whether the Local Exchange Company has identified the billing number as one which should not be billed for collect or third number calls, or both.

IV. COMPLIANCE

Unless expressly authorized in writing by the Local Exchange Company, all billing number information provided pursuant to this Addendum shall be used for no purposes other than those set forth in this Addendum.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed by their fully authorized officers.

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Title: Director

Date: 07/11/97

Address: 675 West Peachtree Street NE
Room 34S91
Atlanta, Georgia 30375

THE LOCAL EXCHANGE COMPANY

By: 

Title: Vice President

Date: 10 JUL 97

Address: 3601-4 Vineland Road
Orlando, Florida 32811