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BellSouth Telecommunications, Inc.
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150 South Monroe Street
Tallahassee, Florida 32301-1556

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RECORDS AND REPORTING

Marshall M. Criser, III
Regulatory Vice President

March 29, 1999

990392-TP

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

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

Dear Mrs. Bayo:

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

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

Very truly yours,

Marshall M. Criser III
Regulatory Vice President (24)

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

01-000 MAR 29 99

FPSC-RECORDS/REPORTING

**INTERCONNECTION AGREEMENT
BETWEEN
BELLSOUTH TELECOMMUNICATIONS INC.
AND
TELEPAK, INC.**

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AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and Telepak, Inc., ("Telepak"), a Mississippi corporation, and shall be deemed effective as of March 4, 1999. This agreement may refer to either BellSouth or Telepak 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, Telepak is an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to 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 ("the Act");

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

The terms and conditions contained within this Part A & Part B were negotiated as a whole and each term and condition within this Part A & Part B is interdependent upon the other terms and conditions.

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 Telepak to provide competing telephone exchange service to residential and business subscribers within certain portions of the territory of BellSouth. The Parties agree that Telepak will not be considered to have offered interconnection in 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 in such state.

2. **Term of the Agreement**

2.1 The term of this Agreement shall be two years, beginning March
4, 1999.

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**

3.1 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.

3.2 BellSouth has developed electronic systems for placing most resale and some Unbundled Network Elements (UNE) orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charges for

- 5.5 Inclusion of Telepak Customers in Directory Assistance Database. BellSouth will include and maintain Telepak subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and Telepak will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 5.6 Listing Information Confidentiality. BellSouth will accord Telepak's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to Telepak'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 directories to Telepak subscribers at no charge.
6. Bona Fide Request/New Business Request Process for Further Unbundling

BellSouth shall, upon request of Telepak, provide to Telepak access to its unbundled elements at any technically feasible point for the provision of Telepak's telecommunications service where such access is necessary and failure to provide access would impair the ability of Telepak to provide services that it seeks to offer. Any request by Telepak for access to an unbundled element that is not already available shall be treated as an unbundled element Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 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 Telepak revenues.
- 7.2 Liability for Acts or Omissions of Third Parties. In the event that either Party hereto elects to perform any services or obligations of such Party hereunder through any affiliate or other third party, the Party engaging such affiliate or third party shall be responsible and liable for the acts of the affiliate or third party to the same extent such Party would have been

responsible or liable under the terms of this Agreement if such Party itself had performed the services or obligations.

7.3 Limitation of Liability.

7.3.1 The liability of BellSouth for damages arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission, or failures or defects in facilities furnished by BellSouth, occurring in the course of furnishing service or other facilities and not caused by the negligence of Telepak, or of BellSouth in failing to maintain proper standards of maintenance and operation and to exercise reasonable supervision shall in no event exceed an amount equivalent to the proportionate charge to Telepak for the period of service during which such mistake, omission, interruption, preemption, delay, error or defect in transmission or defect or failure in facilities occur. BellSouth shall not be liable for damage arising out of mistakes, omissions, interruptions, preemptions, delays, errors or defects in transmission or other injury, including but not limited to injuries to persons or property from voltages or currents transmitted over the service of BellSouth, (i) caused by customer-provided equipment (except where a contributing cause is the malfunctioning of a BellSouth-provided connecting arrangement, in which event the liability of BellSouth shall not exceed an amount equal to a proportional amount of BellSouth billing for the period of service during which such mistake, omission, interruption, preemption, delay, error, defect in transmission or injury occurs), or (ii) not prevented by customer-provided equipment but which would have been prevented had BellSouth-provided equipment been used.

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

- 7.3.3 Neither BellSouth nor Telepak shall be liable for damages to the other's terminal location, POI or other Party'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 Party's negligence or willful misconduct or by a Party'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.
To the extent either Party provides services under this Agreement, such Party (the "Providing Party"), its affiliates and parent company, shall be indemnified, defended and held harmless by the other Party (the "Receiving Party") against any claim, loss or damage arising from the Receiving Party's use of the Providing Party's services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or infringement of copyright arising from the Receiving Party's own communications, (2) claims for patent infringement arising from acts combining or using services of the Providing Party in connection with facilities or equipment furnished by the Receiving Party, or (3) any other claims arising out of an act or omission of the Receiving Party in the course of using services of the Providing Party.
- 7.5 No liability for Certain Inaccurate Data. Neither BellSouth nor Telepak assumes any liability for the accuracy of data provided by the other Party 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. Telepak 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.

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 8.4.1 or 8.4.2 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 Telepak 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. The Information shall not be copied or reproduced in any form. BellSouth and Telepak shall receive such Information and not disclose such Information. BellSouth and Telepak shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and Telepak with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and Telepak will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. The parties acknowledge that no adequate remedy at law exists for a

disclosure of Information in violation of this Section. The parties shall be entitled to seek injunctive or other equitable relief in the event of any such disclosure of Information in violation of the above.

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

10. Assignments

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, shall be void unless the assigning Party obtains prior written consent of the other Party, which consent shall not be unreasonably withheld. A Party may assign this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate company of the Party without the consent of the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment of delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations.

11. Resolution of Disputes

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

12. Taxes

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

hereunder or measured by the charges or payments therefore, excluding any taxes levied on income.

12.2 Taxes and Fees Imposed Directly On Either Seller or Purchaser

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

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

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

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

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

12.3.3 If the purchasing Party determines that in its opinion any such taxes or fees are not payable, the providing Party shall not bill such taxes or fees to the purchasing Party if the purchasing Party provides written certification, reasonably satisfactory to the providing Party, stating that it is exempt or otherwise not subject to the tax or fee, setting forth the basis therefor, and satisfying any other requirements under applicable law. If any authority seeks to collect any such tax or fee that the purchasing Party has determined and certified not to be payable, or any such tax or fee that was not billed by the providing Party, the purchasing Party may contest the same in good faith, at its own expense. In any such contest, the purchasing Party shall promptly furnish the providing Party with copies of all filings in any proceeding, protest, or legal challenge, all rulings issued in connection therewith, and all correspondence between the purchasing Party and the taxing authority.

12.3.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during

the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.

- 12.3.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.4 Taxes and Fees Imposed on Seller But Passed On To Purchaser.
- 12.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 12.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 12.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees;

provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.

- 12.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 12.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 12.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 12.4.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 12.5 Mutual Cooperation. In any contest of a tax or fee by one Party, the other Party shall cooperate fully by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Further, the other Party shall be reimbursed for any reasonable and necessary out-of-pocket copying and travel expenses incurred in assisting in such contest.

13. Force Majeure

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by Customer, or any other

circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

14. Year 2000 Compliance

Each Party represents and warrants that no later than December 31, 1999, all software, hardware and related materials (collectively called "Systems") delivered or supplied under, or connected with this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and displays calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multcentury formulas and date values, and date data interface values that reflect the century. Notwithstanding anything to the contrary contained herein, the Parties' liability for a breach of the representations and warranties in this Section 14 or for a failure of the Systems in whole or in part to be Year 2000 compliant shall be limited to a pro-rata refund of the charges paid by the other Party for the period during which the breach or failure continues.

15. Modification of Agreement

- 15.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Telepak any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. The parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are interrelated or were negotiated in exchange for or in conjunction with the interconnection, service or network element being adopted. The adopted interconnection, service, or network element and agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

- 15.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.
- 15.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).
- 15.4 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of Telepak or BellSouth to perform any material terms of this Agreement, Telepak or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.
- 15.5 Notwithstanding section 15.4, in the event that the FCC in its proceeding relating to Section 706 of the Telecommunications Act and the deployment of advanced telecommunications capability ("the 706 Proceeding") issues an order adopting rules or regulations that modify or materially affect any material terms of this Agreement, to the extent that the effective date of said Order is not stayed, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable Dispute Resolution procedures set forth herein in this Agreement. If, as a result of any further administrative or judicial proceedings, the FCC or a court of competent jurisdiction vacates or modifies, or otherwise changes the rules, regulations or requirement adopted in the 706 Proceeding, the Parties will, within 30 days, further modify this Agreement to comply with such vacation, modification or changes. If the Parties cannot agree on such further modifications within the thirty (30) day period, the Parties shall resolve their dispute under the applicable Dispute Resolution procedures set forth in this Agreement.

- 15.6 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

16. **Waivers**

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

17. **Governing Law**

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the state in which the dispute arose, without regard to its conflict of laws principles.

18. **Arm's Length Negotiations**

This Agreement was executed after arm's length negotiations between the undersigned Parties.

19. **Notices**

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

BellSouth Telecommunications, Inc.

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

and

10/2/98

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

Telepak, Inc.
125 S. Congress
Suite 1000
Jackson, MS 39201

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

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

19.3 BellSouth shall provide Telepak 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies Telepak of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify Telepak of such revisions consistent with its internal notification process. Telepak 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. Telepak may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

20. **Rule of Construction**

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

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

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

22. **Multiple Counterparts**

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

23. **Implementation of Agreement**

Within 60 days of the execution of this Agreement, the parties will adopt a schedule for the implementation of the Agreement. The schedule shall state with specificity time frames for submission of including but not limited to, network design, interconnection points, collocation arrangement requests, pre-sales testing and full operational time frames for the business and residential markets. An implementation template to be used for the implementation schedule is contained in Attachment 12 of this Agreement.

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.

This agreement includes attachments with provisions for the following services:

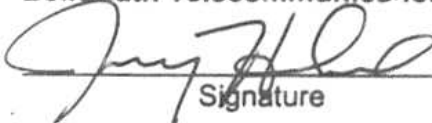
Unbundled Network Elements (UNEs)
Local Interconnection
Resale
Collocation

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

Optional Daily Usage File (ODUF)
Enhanced Optional Daily Usage File (EODUF)
Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)

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

BellSouth Telecommunications, Inc.


Signature

Jerry D. Hendrix
Name

Director
Title

3/8/99
Date

Telepak, Inc.


Signature

Hu Meena
Name

President
Title

3-4-99
Date

Definitions

The Parties acknowledge that terms may appear in this Agreement and the related Attachments which are not defined and agree that any such terms shall be construed in accordance with their customary usage in the telecommunications industry as of the effective date of this Agreement.

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 Interface (EMI) formatted data among host companies.

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

Daily Usage File is the compilation of messages or copies of messages in standard Exchange Message Interface (EMI) format exchanged from BellSouth to a CLEC.

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

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 traffic from Telepak; a CLEC other than Telepak or another telecommunications carrier through the network of BellSouth or Telepak to an end user of Telepak; a CLEC other than Telepak or another telecommunications carrier.

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"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Local Traffic does not currently include traffic that originates from or terminates to an Enhanced Service Provider (ESP) or Information Service Provider (ISP). The parties agree that until the Commission or the FCC determines, in a final and non-appealable Order, whether ESP and ISP traffic is within the definition of Local Traffic, such traffic will not be treated in this agreement.

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 CLECs 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 Telepak 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.).

Attachment 1

Resale

RESALE

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1. Discount Rates

The rates pursuant by which Telepak 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 Exhibit A, 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 Definition of Terms

- 2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.
- 2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.
- 2.3 END USER means the ultimate user of the telecommunications services.
- 2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.
- 2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.
- 2.6 OTHER/COMPETITIVE LOCAL EXCHANGE COMPANY (OLEC/CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.

- 2.7 **RESALE** means an activity wherein a **certificated CLEC**, such as Telepak subscribes to the telecommunications **services of BellSouth** and then reoffers those telecommunications **services to the public** (with or without "adding value").
- 2.8 **RESALE SERVICE AREA** means the **area, as defined** in a public service commission approved certificate of operation, within which a CLEC, such as Telepak, may offer resold local exchange telecommunications service.

3 **General Provisions**

- 3.1 Telepak 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.

BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. It 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.

- 3.2 Telepak may purchase resale services from BellSouth for their own use in operating their business. The resale discount will apply to those services under the following conditions:

3.2.1 Telepak must resell services to other end users.

3.2.2 Telepak must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams pursuant to Section 3 of General Terms and Conditions.

- 3.2.3 Telepak cannot be an alternative local exchange telecommunications company for the single purpose of selling to themselves.
- 3.3 The provision of services by BellSouth to Telepak does not constitute a joint undertaking for the furnishing of any service.
- 3.4 Telepak will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from Telepak for all services.
- 3.5 Telepak will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.
- 3.6 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth.
- 3.7 BellSouth maintains the right to serve directly any end user within the service area of Telepak. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of Telepak.
- 3.8 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.
- 3.9 Current telephone numbers may normally be retained by the end user. However, telephone numbers are the property of BellSouth and are assigned to the service furnished. Telepak has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business.
- 3.10 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to Telepak.
- 3.11 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.12 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

- 3.13 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.14 BellSouth accepts no responsibility to any person for any unlawful act committed by Telepak or its end users as part of providing service to Telepak for purposes of resale or otherwise.
- 3.15 BellSouth will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with BellSouth's customers. Law enforcement agency subpoenas and court orders regarding end users of Telepak will be directed to Telepak. BellSouth will bill Telepak for implementing any requests by law enforcement agencies regarding Telepak end users.
- 3.16 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
 - 3.16.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
 - 3.16.2 Cause damage to their plant;
 - 3.16.3 Impair the privacy of any communications; or
 - 3.16.4 Create hazards to any employees or the public.
- 3.17 Telepak assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by Telepak.
- 3.18 Facilities and/or equipment utilized by BellSouth to provide service to Telepak remain the property of BellSouth.
- 3.19 BellSouth will provide customer record information to Telepak provided Telepak has the appropriate Letter(s) of Authorization. BellSouth may provide customer record information via one of the following methods: US mail, fax, or by electronic interface. BellSouth will provide customer record information via US mail or fax on an interim basis only.
 - 3.19.1 Telepak agrees to compensate BellSouth for all BellSouth incurred expenditures associated with providing such information to Telepak. Telepak will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

3 19.2 All costs incurred by BellSouth to **develop** and implement operational interfaces shall be recovered from Resellers who utilize the services. Charges for use of **Operational Support Systems (OSS)** shall be as set forth in **Exhibit A of this attachment**.

3.20 Where available to BellSouth's end users, **BellSouth** shall provide the following telecommunications services at a **discount** to allow for voice mail services:

- Station Message Desk Interface - **Enhanced ("SMDI-E")**
- Station Message Desk Interface ("**SMDI**") **Message Waiting Indicator ("MWI")** stutter dial tone and message waiting light feature capabilities
- Call Forward on Busy/Don't Answer ("**CF-B/DA**")
- Call Forward on Busy ("**CF/B**")
- Call Forward Don't Answer ("**CF/DA**")

Further, BellSouth messaging services **set forth in BellSouth's Messaging Service Information Package** shall be **made available** for resale without the wholesale discount.

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

3.22 All costs incurred by BellSouth for providing services requested by Telepak that are not covered in the **BellSouth tariffs** shall be recovered from the Reseller(s) who utilize those services.

4 **BellSouth's Provision of Services to Telepak**

4.1 Telepak agrees that its resale of **BellSouth services** shall be as follows:

4.1.1 The resale of telecommunications **services** shall be limited to users and uses conforming to the class of **service restrictions**.

4.1.2 To the extent Telepak is a telecommunications carrier that serves greater than 5 percent of the Nation's **presubscribed access lines**, Telepak shall not jointly market its **interLATA services** with the telecommunications services purchased from BellSouth pursuant to this Agreement in any of the **states covered** under this Agreement. For the purposes of this subsection, to **jointly market** means any advertisement, marketing effort or **billing in which the**

telecommunications services purchased from BellSouth for purposes of resale to customers and interLATA services offered by Telepak are packaged, tied, bundled, discounted or offered together in any way to the end user. Such efforts include, but are not limited to, sales referrals, resale arrangements, sales agencies or billing agreements. This subsection shall be void and of no effect for a particular state covered under this Agreement as of February 8, 1999 or on the date BellSouth is authorized to offer interLATA services in that state, whichever is earlier.

- 4.1.3 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth's A23 Shared Tenant Service Tariff (A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee).
- 4.1.4 Telepak is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of BellSouth's Tariff except for backup service as indicated in the applicable state tariff Section A3.
- 4.1.5 If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Telepak will be notified and billing for that service will be immediately changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection shall apply at BellSouth's sole discretion. Interest at a rate as set forth in Section A2 of the General Subscriber Service Tariff and Section B2 of the Private Line Service Tariff for the applicable state, compounded daily for the number of days from the back billing date to and including the date that Telepak actually makes the payment to BellSouth may be assessed.
- 4.1.6 BellSouth reserves the right to periodically audit services purchased by Telepak to establish authenticity of use. Such audit shall not occur more than once in a calendar year. Telepak shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

- 4.2 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 BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in Section A23. (A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee) of BellSouth's Tariff referring to Shared Tenant Service.
- 4.3 Telepak may resell services only within the specific resale service area as defined in its certificate.
- 4.4 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.
- 4.5 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. Telepak is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

5 Maintenance of Services

- 5.1 Telepak will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.
- 5.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 5.3 Telepak or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.
- 5.4 Telepak accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 5.5 Telepak will be BellSouth's single point of contact for all repair calls on behalf of Telepak's end users. The parties agree to provide one another with toll-free contact numbers for such purposes.

- 5.6 Telepak will contact the appropriate repair centers in accordance with procedures established by BellSouth.
- 5.7 For all repair requests, Telepak accepts responsibility for adhering to BellSouth's prescreening guidelines prior to referring the trouble to BellSouth.
- 5.8 BellSouth will bill Telepak for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.
- 5.9 BellSouth reserves the right to contact Telepak's customers, if deemed necessary, for maintenance purposes.

6 Establishment of Service

- 6.1 After receiving certification as a local exchange company from the appropriate regulatory agency, Telepak will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for Telepak. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 6.2 Service orders will be in a standard format designated by BellSouth.
- 6.3 When notification is received from Telepak that a current customer of BellSouth will subscribe to Telepak's service, standard service order intervals for the appropriate class of service will apply.
- 6.4 BellSouth will not require end user confirmation prior to establishing service for Telepak's end user customer. Telepak must, however, be able to demonstrate end user authorization upon request.
- 6.5 Telepak will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from Telepak to BellSouth or will accept a request from another CLEC for conversion of the end user's service from Telepak to the other LEC. BellSouth will notify Telepak that such a request has been processed.

- 6.6 If BellSouth determines that an unauthorized change in local service to or from Telepak has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess the CLEC initiating the unauthorized change the unauthorized change charge described in FCC Tariff No. 1, Section 13 or applicable state tariff. The appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, to reestablish service with the appropriate local service provider will also be assessed to the CLEC initiating the unauthorized change. These charges can be adjusted if satisfactory proof of authorization is provided.
- 6.7 In order to safeguard its interest, BellSouth reserves the right to secure the account with a suitable form of security deposit, unless satisfactory credit has already been established.
- 6.7.1 Such security deposit shall take the form of an irrevocable Letter of Credit or other forms of security acceptable to BellSouth. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.
- 6.7.2 If a security deposit is required, such security deposit shall be made prior to the inauguration of service.
- 6.7.3 Such security deposit may not exceed two months' estimated billing.
- 6.7.4 The fact that a security deposit has been made in no way relieves Telepak from complying with BellSouth's regulations as to advance payments and 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.
- 6.7.5 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 6.7.6 In the event that Telepak defaults on its account, service to Telepak will be terminated and any security deposits held will be applied to its account.
- 6.7.7 Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

7 **Payment And Billing Arrangements**

- 7.1 Prior to submitting orders to BellSouth for local service, a master account must be established for Telepak. **Telepak is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.**
- 7.2 BellSouth shall bill Telepak on a **current basis all applicable charges and credits.**
- 7.3 Payment of all charges will be the **responsibility of Telepak.** Telepak shall make payment to BellSouth for all **services billed.** BellSouth is not responsible for payments not received by **Telepak** from Telepak's customer. BellSouth will not become involved in billing disputes that may arise between Telepak 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.**
- 7.4 BellSouth will render bills each month on **established bill days** for each of Telepak's accounts.
- 7.5 BellSouth will bill Telepak, in advance, **charges for all services to be provided during the ensuing billing period except charges associated with service usage, which charges will be billed in arrears.** Charges will be calculated on an individual end user account level, including, if applicable, any charges for usage or usage allowances. BellSouth will also bill all charges, including but not limited to 911 and E911 charges, telecommunications relay charges, and **franchise fees,** to Telepak.
- 7.6 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.
 - 7.6.1 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 I. following, shall apply

- 7.6.2 If Telepak requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to Telepak.

7.6.3 Billing Disputes

7.6.3.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear. Resolution of the dispute is expected to occur at the first level of management resulting in a recommendation for settlement of the dispute and closure of a specific billing period. If the issues are not resolved within the allotted time frame, the following resolution procedure will begin:

7.6.3.2 If the dispute is not resolved within sixty (60) days of the Bill Date, the dispute will be escalated to the second level of management for each of the respective Parties for resolution. If the dispute is not resolved within ninety (90) days of the Bill Date, the dispute will be escalated to the third level of management for each of the respective Parties for resolution

7.6.3.3 If the dispute is not resolved within one hundred and twenty (120) days of the Bill Date, the dispute will be escalated to the fourth level of management for each of the respective Parties for resolution.

7.6.3.4 If a Party disputes a charge and does not pay such charge by the payment due date, such charges shall be subject to late payment charges as set forth in the Late Payment Charges provision of this Attachment. If a Party disputes charges and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute. Accordingly, if a Party disputes charges and the dispute is resolved in favor of the other Party, the disputing Party shall pay the other

Party the amount of the disputed charges and any associated late payment charges assessed no later than the second bill payment due date after the resolution of the dispute. In no event, however, shall any late payment charges be assessed on any previously assessed late payment charges.

- 7.7 Upon proof of tax exempt certification from Telepak, the total amount billed to Telepak will not include any taxes due from the end user. Telepak 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.
- 7.8 As the customer of record, Telepak 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.
- 7.9 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 and Section B2 of the Private Line Service Tariff.
- 7.10 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 Telepak.
- 7.11 BellSouth will not perform billing and collection services for Telepak as a result of the execution of this Agreement. All requests for billing services should be referred to the appropriate entity or operational group within BellSouth.
- 7.12 Pursuant to 47 CFR Section 51.617, BellSouth will bill Telepak end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 7.13 In general, BellSouth will not become involved in disputes between Telepak and Telepak's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of

BellSouth, Telepak shall contact the designated Service Center for resolution. BellSouth will make every effort to assist in the resolution of the dispute and will work with Telepak to resolve the matter in as timely a manner as possible. Telepak may be required to submit documentation to substantiate the claim.

8 Discontinuance of Service

8.1 The procedures for discontinuing service to an end user are as follows:

- 8.1.1 Where possible, BellSouth will deny service to Telepak's end user on behalf of, and at the request of, Telepak. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of Telepak.
- 8.1.2 At the request of Telepak, BellSouth will disconnect a Telepak end user customer.
- 8.1.3 All requests by Telepak for denial or disconnection of an end user for nonpayment must be in writing, including electronic transmission.
- 8.1.4 Telepak will be made solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise Telepak when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by Telepak and/or the end user against any claim, loss or damage arising from providing this information to Telepak. It is the responsibility of Telepak to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.
- 8.1.6 BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

8.2 The procedures for discontinuing service to Telepak are as follows:

- 8.2.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of the facilities or service, abuse of the facilities, or any other

material violation or noncompliance by Telepak of the rules and regulations of BellSouth's Tariffs.

- 8.2.2 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 Telepak, 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. In addition BellSouth may, at the same time, give thirty days notice to the person designated by Telepak to receive notices of noncompliance, and discontinue the provision of existing services to Telepak at any time thereafter, but prior to the time full payment is made.
- 8.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 8.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Telepak's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Telepak without further notice.
- 8.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, Telepak's services will be discontinued. Upon discontinuance of service on Telepak's account, service to Telepak's end users will be denied. BellSouth will also reestablish service at the request of the end user or Telepak upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Telepak is solely responsible for notifying the end user of the proposed disconnection of the service.
- 8.2.6 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.

APPLICABLE DISCOUNTS

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

DISCOUNT*

STATE	RESIDENCE	BUSINESS
ALABAMA	16.3%	16.3%
FLORIDA	21.83%	16.81%
GEORGIA	20.3%	17.3%
KENTUCKY	16.79%	15.54%
LOUISIANA	20.72%	20.72%
MISSISSIPPI	15.75%	15.75%
NORTH CAROLINA	21.5%	17.6%
SOUTH CAROLINA	14.8%	14.8%
TENNESSEE**	16%	16%

- When a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

**In Tennessee, if CLEC provides its own operator services and directory services, the discount shall be 21.56%. CLEC must provide written notification to BellSouth within 30 days prior to providing its own operator services and directory services to qualify for the higher discount rate of 21.56%.

OPERATIONAL SUPPORT SYSTEMS (OSS RATES)

	Electronic Per LSR received from Telepak by one of the OSS interactive interfaces	Manual Per LSR received from Telepak by means other than one of the OSS interactive interfaces
OSS Order Charge	\$7.45	\$19.99

The Parties acknowledge that they are not in agreement as to the rates applicable to access to Operational Support Systems (OSS) for resale. Telepak may request arbitration of this issue by the appropriate State Public Service Commission, and upon the effective date of a final order of the Commission regarding the issue in dispute hereunder, the Parties shall negotiate an amendment to this Attachment, if necessary, to reflect the decision with respect to such issue. Such amendment shall be filed with the Commission for approval in accordance with Section 252(e) of the Telecommunications Act of 1996. Notwithstanding the foregoing, nothing herein shall preclude either Party from seeking judicial review of any Commission decision on appeal. The parties agree that until such time as the disputed issues are resolved, the rates applicable to access to OSS for resale shall be as set forth in Exhibit A to this Attachment 11. Telepak agrees to pay such rates until such time as any amendment thereto may be required in accordance with this paragraph. In the event that the rates in dispute are modified pursuant to a Commission order, such rates shall be deemed applicable as of the effective date of the Agreement, and the Parties shall conduct a true-up of such rates within 120 days following the effective date of such final Commission order.

EXHIBIT B

Type of Service	AL		FL		GA		KY		LA	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
3 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	No	Yes	No	No	No	Yes	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Note 4	Note 4	Yes	Yes
6 911/E911 Services (See Note 7)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No	No
7 N11 Services (See Note 7)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8 AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
13 End User Line Charge - Number Portability	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No

Type of Service	MS		NC		SC		TN	
	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1 Grandfathered Services (Note 1)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2 Contract Service Arrangements	Yes	Yes	Yes	Yes	Note 8	Note 8	Yes	Yes
3 Promotions - > 90 Days (Note 2)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4 Promotions - < 90 Days (Note 2)	Yes	No	Yes	Yes	Yes	No	No	No
5 Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6 911/E911 Services (See Note 7)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7 N11 Services (See Note 7)	No	No	No	No	Yes	Yes	Yes	Yes
8 AdWatch SM Svc (See Note 6)	Yes	No	Yes	No	Yes	No	Yes	No
9 MemoryCall [®] Service	Yes	No	Yes	No	Yes	No	Yes	No
10 Mobile Services	Yes	No	Yes	No	Yes	No	Yes	No
11 Federal Subscriber Line Charges	Yes	No	Yes	No	Yes	No	Yes	No
12 Non-Recurring Charges	Yes	Yes	Yes	Yes	Yes	Yes	Yes	No
13 End User Line Charge - Number Portability	Yes	No	Yes	No	Yes	No	Yes	No

Applicable Notes:

- Grandfathered services can be resold only to existing subscribers of the grandfathered service.
- Where available for resale, promotions will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- In Tennessee, long-term promotions (offered for more than ninety (90) days) may be obtained at one of the following rates:
 - the stated tariff rate, less the wholesale discount;
 - the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- Lifeline/Link Up services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, Telepak is responsible for funding its own Lifeline and Link Up Benefit. In Tennessee, Telepak shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. Telepak must further discount the wholesale Message Rate Service to LifeLine customers with a discount which is no less than the minimum discount that BellSouth now provides. Telepak is responsible for recovering the Subscriber Line Charge from the National Exchange Carriers Association interstate toll settlement pool just as BellSouth does today. The maximum rate that Telepak may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

- 6. AdWatchSM Service is tariffed as BellSouth[®] ATN Virtual Number Call Detail Service.
- 7. Exclusions for **N11/911/E911** are also applicable to equipment associated with the service.
- 8. In South Carolina, the discount rate for CSAs is 8.98% and for Special Assemblies its 14.8%.

Attachment 2

Unbundled Network Elements

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ACCESS TO UNBUNDLED NETWORK ELEMENTS

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1. Introduction

- 1.1.1 BellSouth shall, upon request of Telepak, and to the extent technically feasible, provide to Telepak access to its unbundled network elements for the provision of Telepak's telecommunications service.
- 1.1.2 Telepak may purchase unbundled network elements from BellSouth for the purpose of combining such network elements in any manner Telepak chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub-loop elements which are located outside of the central office, BellSouth shall deliver the unbundled network elements purchased by Telepak for combining to the designated Telepak collocation space. The unbundled network elements shall be provided as set forth in this Attachment.
- 1.1.3 BellSouth will provide the following combined unbundled network elements for purchase by Telepak. The rate of the following combined unbundled network elements is the sum of the individual element prices as set forth in Attachment 11 of this Agreement. Order Coordination as defined in Section 1.1.6 of Attachment 2 is available for each of these combinations:
- SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common transport
 - SL2 Loop and LNP
- 1.1.4 The Parties acknowledge that they are not in agreement as to (1) the necessity of Telepak to collocate with BellSouth for BellSouth to deliver unbundled network elements to Telepak, and (2) the obligation of BellSouth to provide to Telepak a combination of an unbundled loop and transport. Telepak may request arbitration of these issues by the appropriate State Public Service Commission, and upon the effective date of a final order of the Commission regarding the issues in dispute hereunder, the Parties shall negotiate an amendment to this Attachment, if necessary, to reflect the decision with respect to such issues. Such

amendment shall be filed with the Commission for approval in accordance with Section 252(e) of the Telecommunications Act of 1996.

Notwithstanding the foregoing, nothing herein shall preclude either Party from seeking judicial review of any Commission decision on appeal. The parties agree that until such time as the disputed issues are resolved, unbundled network elements shall be delivered to Telepak only as set forth in this Attachment 2, and BellSouth shall not make available to Telepak a combined loop and transport offering.

- 1.1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.1.6 BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."
 - 1.1.6.1 "Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and Telepak advised. Order coordination for new service or non-physical conversions will be performed by BellSouth at non-scheduled intervals on the committed due date and Telepak advised. Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. A Service Inquiry (SI) is not required for unbundled voice loops, ISDN loops, DS1 loops, or digital data loops that are 64 Kbps and below. However, some unbundled loops do require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. For expedite requests by Telepak, expedite charges will apply for intervals less than 5 days. The charges outlined in BellSouth's FCC # 1 Tariff, Section 5.1.1, will apply.
 - 1.1.6.2 "Order Coordination - Time Specific" refers to service order coordination in which Telepak requests a specific time for a service order conversion to take place. This is a chargeable option for any coordinated order.

2. Unbundled Loops

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

2.2 Definition

- 2.2.1 The loop is the physical medium or functional path on which a subscriber's traffic is carried from the MDF or similar terminating device 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.
- 2.2.2 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.
- 2.2.3 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers. SL2 loops shall have test points, will be designed with a Design Layout Record (DLR) provided to Telepak, and will be provided with Order Coordination. The OC feature will allow Telepak to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.
- 2.2.4 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a DLR provided to Telepak.
- 2.2.5 As a chargeable option on all unbundled loops except UVL-SL1, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow Telepak the ability to specify the time that the coordinated conversion takes place.
- 2.2.6 Telepak will be responsible for testing and isolating troubles on the unbundled loops. Once Telepak has isolated a trouble to the BellSouth provided loop, Telepak will issue a trouble report to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs loops to its customers.
- 2.2.7 If Telepak reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge Telepak for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.

- 2.2.8 If Telepak reports a trouble on SL2 loops and no trouble actually exists BellSouth will charge Telepak for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.3 Technical Requirements
- 2.3.1 BellSouth will offer loops capable of supporting telecommunications services such as: 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, ADSL, HDSL, Nx 64 kb/s, and DS1/DS3 and SONET private lines.
- 2.3.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.3.1 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 Telepak will be consistent with industry standards.
- 2.3.1.2 In some instances, Telepak will require access to copper twisted pair loop combination unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that Telepak can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. Telepak will determine the type of service that will be provided over the loop. In some cases, Telepak may be required to pay additional charges for the removal of certain types of equipment. BellSouth will not charge Telepak for the removal of equipment necessary to bring the loop up to BellSouth loop specifications for that type of loop.
- 2.3.2 The loop shall be provided to Telepak in accordance with the following Technical References:
- 2.3.2.1 Bellcore TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.
- 2.3.2.2 Bellcore TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.3.2.3 ANSI T1.106 - 1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode).
- 2.3.2.4 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.3.2.5 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

- 2.3.2.6 Bellcore TR-TSY-000008, Digital Interface Between the SLC 96 Digital Loop Carrier System and a Local Digital Switch, Issue 2, August 1987
- 2.3.2.7 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.
- 2.3.2.8 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

- 3.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has an alternate facility available, BellSouth will make alternative arrangements to permit Telepak to order a contiguous unbundled local loop. To the extent it is technically feasible, these arrangements will provide Telepak with the capability to serve end users at the same level BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. Telepak will then have the option of paying the one-time SC rates to place the loop facilities or Telepak may choose some other method of providing service to the end-user (e.g., Resale, private facilities, etc.)

4. Network Interface Device

4.1 Definition

- 4.1.1 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.

4.2 Technical Requirements

- 4.2.1 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.

- 4.2.2 The NID shall be capable of transferring electrical analog or digital signals between the customer's inside wiring and the Distribution Media.
- 4.2.3 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.
- 4.2.4 The NID shall be capable of withstanding all normal local environmental variations.
- 4.2.5 Where feasible, the NID shall be physically accessible to Telepak designated personnel. In cases where entrance to the customer premises is required to give access to the NID, Telepak shall obtain entrance permission directly from the customer.
- 4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, Telepak may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow Telepak to disconnect the BellSouth loop from the BellSouth NID in order to connect Telepak's loop to the BellSouth NID. In these cases, Telepak accepts all liability associated with this process and it is Telepak's responsibility to make sure the disconnected BellSouth loop is properly grounded.
- 4.3 Interface Requirements
- 4.3.1 The NID shall be the interface to customers' premises wiring for alternative loop technologies.
- 4.3.2 The NID shall be equal to or better than all of the requirements for NIDs set forth in the following technical references:
 - 4.3.2.1 Bellcore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
 - 4.3.2.2 Bellcore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
 - 4.3.2.3 Bellcore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
 - 4.3.2.4 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

5. **Unbundled Loop Concentration (ULC) System**

- 5.1.1 BellSouth will provide to Telepak unbundled loop concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface.
- 5.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high speed connection from the concentrator will be at the electrical DS1 level and may connect to Telepak at Telepak's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to Telepak's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each unbundled loop that is terminated onto the ULC system. Rates for ULC are as set forth in Attachment 11.

6. **Sub-loop Elements**

- 6.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC) System and Unbundled Network Terminating Wire (UNTW) elements.
- 6.2 Unbundled Sub-Loop (USL)
- 6.2.1 **Definition**
- 6.2.1.1 Unbundled Sub-Loop provides connectivity between the NID component of the 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 (RT) or fiber node, or an underground vault. Riser Cable that extends from BellSouth's point-of-entry into a building (e.g., equipment closet, terminal room, etc.) to the NID on a particular floor or office space in a multi-tenant building is also classified as a USL. Unbundled Sub-Loops will be provisioned as 2-wire or 4-wire circuits and will include a NID.
- 6.2.1.2 The Unbundled Sub-Loop 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 Telepak requires a copper twisted pair Unbundled Sub-Loop in instances where the Unbundled Sub-Loop 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 Telepak.

6.2.2 Requirements for All Unbundled Sub-Loop

6.2.2.1 Unbundled Sub-Loops shall be capable of carrying all signaling messages or tones needed to provide telecommunications services.

6.2.2.2 Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop itself, as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated.

6.2.2.3 Unbundled Sub-Loop shall be equal to or better than all of the applicable requirements set forth in the following technical references:

6.2.2.3.1 Bellcore TR-TSY-000057, "Functional Criteria for Digital Loop Carrier Systems"; and

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

6.2.3 Interface Requirements

6.2.3.1 Unbundled Sub-Loop shall be equal to or better than each of the applicable interface requirements set forth in the following technical references:

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

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

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

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

6.3 Unbundled Sub-Loop Concentration System (USLC)

6.3.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide Telepak with the ability to

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

- 6.3.2 USLC, using the Lucent Series 5 equipment, will be offered in two sizes. System A will allow up to 96 of Telepak's sub-loops to be concentrated onto multiple DS1s. System B will allow up to 192 of Telepak's sub-loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to Telepak's collocation space within the SWC that serves the RT where Telepak's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 6.3.3 In these scenarios Telepak would be required to place a cross-box, RT, or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected to a cross-connect panel within the BellSouth RT and would allow Telepak's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.
- 6.4 Unbundled Network Terminating Wire (UNTW)
- 6.4.1 BellSouth agrees to offer its Network Terminating Wire to Telepak pursuant to the following terms and conditions as set forth in Attachment 11.
- 6.5 Definition
- 6.5.1 UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-tenant unit (MTU) or multi-dwelling unit (MDU) to the point of demarcation at the end-users location. The UNTW will not include a NID.
- 6.6 Requirements
- 6.6.1 BellSouth will retain the first pair of NTW going into each end-user premises. BellSouth will offer spare pairs that are available to an end-users premises to Telepak. Available spare pairs are defined as pairs that are not being utilized by BellSouth or by a third party to provide an end-user with working service at the time of Telepak's request for UNTW. If no spare pairs are available and the end-user is no longer using BellSouth's local service, BellSouth will relinquish the first pair to Telepak. If after

BellSouth has relinquished the first pair to Telepak and the end-user decides to change local service providers to BellSouth, Telepak will relinquish the first pair back to BellSouth.

- 6.6.2 Notwithstanding the foregoing, should BellSouth subsequently require the use of additional pair(s) to provide for the activation of additional lines in an end-users premises in response to a request from such end-user, Telepak agrees to surrender their spare pair(s) upon request by BellSouth.
- 6.6.3 If an end-user of Telepak desires to receive local exchange service from a service provider who is not a party to this Agreement, and such third party service provider needs access to the BellSouth UNTW to provide local exchange service to the end user, then Telepak agrees to surrender the requisite number of its inactive spare pair(s) if no other spare pair is available and upon request by BellSouth.
- 6.6.4 If Telepak has placed NTW at a location and an end-user desires to receive local exchange service from BellSouth and BellSouth needs access to Telepak's NTW to provide local exchange service to the end-user, then Telepak agrees to surrender the requisite number of its spare pair(s) upon request by BellSouth.
- 6.6.5 In new construction, where possible, both parties may at their option and with the property owner's agreement install their own NTW. In existing construction, BellSouth shall not be required to install new or additional NTW beyond existing NTW to provision the services of Telepak.

6.7 Technical Requirements

- 6.7.1 In these scenarios, BellSouth will connect the requested UNTW pairs to a cross-connect panel designed for CLEC access to BellSouth's NTW. Telepak will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. Telepak will then connect their cable to the cross-connect panel to access the requested UNTW pairs.

7. 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.

7.1 Definition

- 7.1.1 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 Telepak'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 Telepak shall continue to work with the appropriate industry groups to develop a long-term solution for selective routing.

7.1.2 A featureless port is one that has a line port, switching functionality, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by Telepak. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

7.1.3 BellSouth will provide to Telepak 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. Telepak customers may use the same dialing arrangements as BellSouth customers, but obtain a Telepak branded service.

7.2 Technical Requirements

7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function, such as packet switching, of Local Switching.

- 7.2.1.1 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)**.
- 7.2.1.2 When applicable, BellSouth shall **route calls to the** appropriate trunk or lines for call origination or termination.
- 7.2.1.3 Subject to sections 10.1.1 and 10.1.3, 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 Telepak will be made pursuant to the **Bona Fide Request Process** of Attachment 9.
- 7.2.1.4 BellSouth shall provide unbranded **recorded announcements** and call progress tones to alert callers of **call progress and disposition**.
- 7.2.1.5 BellSouth shall activate service for a **Telepak** customer or network interconnection on any of the **Local Switching** interfaces. This includes provisioning changes to change a customer from BellSouth's services to Telepak's services without loss of **switch feature** functionality as defined in this Agreement.
- 7.2.1.6 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**.
- 7.2.1.7 BellSouth shall repair and restore **any equipment** or any other maintainable component that may **adversely impact** Local Switching.
- 7.2.1.8 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.
- 7.2.1.9 BellSouth shall perform manual call **trace and permit** customer originated call trace.
- 7.2.1.10 Special Services provided by BellSouth will include the following:
 - 7.2.1.10.1 Telephone Service Prioritization;
 - 7.2.1.10.2 Related services for handicapped;
 - 7.2.1.10.3 Soft dial tone where required by law; and
 - 7.2.1.10.4 Any other service required by law.

- 7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STP). 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).
- 7.2.1.12 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.
- 7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to Telepak, upon a reasonable request from Telepak. Telepak will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 7.2.1.14 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:
- 7.2.1.14.1 Basic and primary rate ISDN;
 - 7.2.1.14.2 Residential features;
 - 7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
 - 7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 7.2.1.14.5 Advanced intelligent network triggers supporting Telepak and BellSouth service applications.
BellSouth shall offer to Telepak 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:
 - 7.2.1.14.5.1 Off-Hook Immediate
 - 7.2.1.14.5.2 Off-Hook Delay
 - 7.2.1.14.5.3 Termination Attempt
 - 7.2.1.14.5.4 6/10 Public Office Dialing Plan
 - 7.2.1.14.5.5 Feature Code Dialing

7.2.1.14.5.6 Customer Dialing Plan

7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to Telepak:

7.2.1.14.6.1 Private EAMF Trunk

7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)

7.2.1.14.6.3 N11

7.2.1.14.6.4 Automatic Route Selection

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

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

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

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

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

7.2.1.17.3 Bellcore TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.2.1.17.4 Bellcore SR-NWT-002247, AIN Release 1 Update.

7.2.2 Interface Requirements

7.2.2.1 BellSouth shall provide the following interfaces to loops:

- 7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 7.2.2.3 Coin phone signaling;
- 7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Bellcore Technical Requirements;
- 7.2.2.5 Two-wire analog interface to PBX;
- 7.2.2.5.1 Four-wire analog interface to PBX;
- 7.2.2.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 7.2.2.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Bellcore Technical Requirements;
- 7.2.2.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and
- 7.2.2.9 Loops adhering to Bellcore TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 7.2.2.10 BellSouth shall provide access to the following but not limited to:
- 7.2.2.11 SS7 Signaling Network or Multi-Frequency trunking if requested by Telepak;
- 7.2.2.12 Interface to Telepak operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 7.2.2.13 Interface to Telepak directory assistance services through the Telepak switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other Telepak required access to interexchange carriers as requested through appropriate trunk interfaces.

8. Transport

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

8.1 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.

8.2 Technical Requirements of Shared Transport

- 8.2.1 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.
- 8.2.2 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.
- 8.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Shared Transport.
- 8.2.4 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):
- 8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
- 8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;

- 8.2.4.7 ANSI T1.105.03-1994, American **National Standard** for Telecommunications - Synchronous **Optical Network (SONET)** - Jitter at Network Interfaces;
- 8.2.4.8 ANSI T1.105.03a-1995, American **National Standard** for Telecommunications - Synchronous **Optical Network (SONET)**: Jitter at Network Interfaces - DS1 Supplement;
- 8.2.4.9 ANSI T1.105.05-1994, American **National Standard** for Telecommunications - Synchronous **Optical Network (SONET)** - Tandem Connection;
- 8.2.4.10 ANSI T1.105.06-199x, American **National Standard** for Telecommunications - Synchronous **Optical Network (SONET)** - Physical Layer Specifications;
- 8.2.4.11 ANSI T1.105.07-199x, American **National Standard** for Telecommunications - Synchronous **Optical Network (SONET)** - Sub STS-1 Interface Rates and Formats;
- 8.2.4.12 ANSI T1.105.09-199x, American **National Standard** for Telecommunications - Synchronous **Optical Network (SONET)** - Network Element Timing and Synchronization;
- 8.2.4.13 ANSI T1.106-1988, American **National Standard** for Telecommunications - Digital Hierarchy - Optical Interface **Specifications (Single Mode)**;
- 8.2.4.14 ANSI T1.107-1988, American **National Standard** for Telecommunications - Digital Hierarchy - **Formats Specifications**;
- 8.2.4.15 ANSI T1.107a-1990 - American **National Standard** for Telecommunications - Digital Hierarchy - **Supplement to Formats Specifications (DS3 Format Applications)**;
- 8.2.4.16 ANSI T1.107b-1991 - American **National Standard** for Telecommunications - Digital Hierarchy - **Supplement to Formats Specifications**;
- 8.2.4.17 ANSI T1.117-1991, American **National Standard** for Telecommunications - Digital Hierarchy - Optical Interface **Specifications (SONET) (Single Mode - Short Reach)**;
- 8.2.4.18 ANSI T1.403-1989, Carrier to Customer **Installation**, DS1 Metallic Interface Specification;
- 8.2.4.19 ANSI T1.404-1994, Network-to-Customer **Installation** - DS3 Metallic Interface Specification;

- 8.2.4.20 ITU Recommendation G.707, **Network node** interface for the synchronous digital hierarchy (SDH);
- 8.2.4.21 ITU Recommendation G.704, **Synchronous frame** structures used at 1544, 6312, 2048, 8488 and 44736 kbit/s **hierarchical levels**;
- 8.2.4.22 Bellcore FR-440 and TR-NWT-000499, **Transport Systems Generic Requirements (TSGR): Common Requirements**;
- 8.2.4.23 Bellcore GR-820-CORE, **Generic Transmission Surveillance: DS1 & DS3 Performance**;
- 8.2.4.24 Bellcore GR-253-CORE, **Synchronous Optical Network Systems (SONET); Common Generic Criteria**;
- 8.2.4.25 Bellcore TR-NWT 000507, **Transmission, Section 7, Issue 5** (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.2.4.26 Bellcore TR-NWT-000776, **Network Interface Description for ISDN Customer Access**;
- 8.2.4.27 Bellcore TR-INS-000342, **High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations**, Issue 1 February 1991;
- 8.2.4.28 Bellcore ST-TEC 000052, **Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I** May 1989;
- 8.2.4.29 Bellcore ST-TEC-000051, **Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition, Issue 1** August 1987.
- 8.3 **Dedicated Transport**
- 8.3.1 **Definition**
- 8.3.1.1 **Dedicated Transport** is an interoffice transmission path between BellSouth central offices unbundled from local switching.
- 8.3.1.2 BellSouth shall offer **Dedicated Transport** in each of the following ways:
- 8.3.1.2.1 **As capacity on a shared facility.**
- 8.3.1.2.2 **As a circuit (e.g., DS0, DS1 or DS3) dedicated to Telepak.**
- 8.3.1.3 When **Dedicated Transport** is provided as a **system** it shall include:
- 8.3.1.3.1 **Transmission equipment such as multiplexers, line terminating equipment, amplifiers, and regenerators;**

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

8.3.2 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

8.3.2.1 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 Telepak designated traffic.

8.3.2.2 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.

8.3.2.3 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.

8.3.2.4 Where applicable, 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.

8.3.2.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

8.3.2.5.1 DS0 Equivalent;

8.3.2.5.2 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);

8.3.2.5.3 DS3 where applicable (C-bit Parity, M13, and unframed applications shall be provided);

8.3.2.5.4 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.

- 8.3.2.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by Telepak.
- 8.3.3 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
- 8.3.3.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
- 8.3.3.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 8.3.3.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.3.3.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8.3.3.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.3.3.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.3.3.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.3.3.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.3.3.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);
- 8.3.3.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.3.3.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.3.3.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

8.4 Tandem Switching

8.4.1 Definition

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

8.4.2 Technical Requirements

- 8.4.2.1 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:
- 8.4.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;
- 8.4.2.1.2 Tandem Switching will provide screening as jointly agreed to by Telepak and BellSouth;
- 8.4.2.1.3 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
- 8.4.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by Telepak;
- 8.4.2.1.5 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));
- 8.4.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 8.4.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 8.4.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, MTSOs, CAP's and CLEC switches.
- 8.4.2.3 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).
- 8.4.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

- 8.4.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by Telepak. Tandem Switching will provide recording of all billable events as jointly agreed to by Telepak and BellSouth.
- 8.4.2.6 Upon a reasonable request from Telepak, 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 Telepak.
- 8.4.2.7 BellSouth shall maintain Telepak's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 8.4.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 8.4.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by Telepak and BellSouth.
- 8.4.2.10 Tandem Switching shall process originating toll-free traffic received from Telepak local switch.
- 8.4.2.11 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.
- 8.4.3 Interface Requirements
- 8.4.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 8.4.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 8.4.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 8.4.3.4 Tandem Switching shall interconnect with Telepak's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At Telepak's request, Tandem Switching shall record and keep records of traffic for billing.

- 8.4.3.5 Tandem Switching shall provide an alternate final routing pattern for Telepak traffic overflowing from direct end office high usage trunk groups
- 8.4.4 Tandem Switching shall meet or exceed (i.e., be more favorable to Telepak) each of the requirements for Tandem Switching set forth in the following technical references:
 - 8.4.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 8.4.4.2 GF-905-CORE covering CCSNIS;
 - 8.4.4.3 GR-1429-CORE for call management features; and GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

9. 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.

9.1 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.

9.2 Operator Service

9.2.1 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.

9.2.2 Requirements

- 9.2.2.1 When Telepak requests BellSouth to provide Operator Services, the following requirements apply:
 - 9.2.2.1.1 BellSouth shall complete 0+ and 0- dialed local calls.

- 9.2.2.1.2 BellSouth shall complete 0+ and 0- intraLATA toll calls
- 9.2.2.1.3 BellSouth shall complete calls that are billed to Telepak customer's calling card that can be validated by BellSouth.
- 9.2.2.1.4 BellSouth shall complete person-to-person calls.
- 9.2.2.1.5 BellSouth shall complete collect calls.
- 9.2.2.1.6 BellSouth shall provide the capability for callers to bill to a third party and complete such calls.
- 9.2.2.1.7 BellSouth shall complete station-to-station calls.
- 9.2.2.1.8 BellSouth shall process emergency calls.
- 9.2.2.1.9 BellSouth shall process Busy Line Verify and Emergency Line Interrupt requests.
- 9.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
- 9.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 9.2.2.2 BellSouth shall adhere to equal access requirements, providing Telepak local customers the same IXC access as provided to BellSouth customers.
- 9.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to Telepak that BellSouth provides for its own operator service.
- 9.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 9.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by Telepak.
- 9.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to Telepak in accordance with CLECODUF standards specified in Attachment 7.

9.2.3 Interface Requirements

With respect to Operator Services for calls that originate on local switching capability provided by or on behalf of Telepak, 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.

9.3 Directory Assistance Service

9.3.1 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.

9.3.2 Requirements

9.3.2.1 Directory Assistance Service shall provide up to two listing requests per call. If available and if requested by Telepak's customer, BellSouth shall provide caller-optional directory assistance call completion service at rates contained in Attachment 11 to one of the provided listings, equal to that which BellSouth provides its customers. If not available, Telepak may request such requirement pursuant to the Bona Fide Request Process of Attachment 9.

9.3.2.2 Directory Assistance Service Updates

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

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

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

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

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

9.4 Branding for Operator Call Processing and Directory Assistance

9.4.1 The BellSouth Operator Systems Branding Feature Provides a definable announcement to CLEC end users using Directory Assistance/Operator Call Processing prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows the CLEC to have its calls custom branded with the CLEC name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing.

9.4.2 BellSouth offers four service levels of branding to CLECs ordering Directory Assistance and/or Operator Call Processing.

- 9.4.2.1 Service Level 1 - BellSouth Branding
- 9.4.2.2 Service Level 2 - Unbranded
- 9.4.2.3 Service Level 3 - Custom Branding
- 9.4.2.4 Service Level 4 - Self Branding (only applicable for Resale or Unbundled Port CLECs who route to an operator service provider other than BellSouth).
- 9.4.3 Resellers and Unbundled Port CLECS
 - 9.4.3.1 BellSouth Branding is the Default Service Level.
 - 9.4.3.2 Unbranding, Custom Branding, and Self Branding require the CLEC to order selective routing for each originating BellSouth end office identified by the CLEC. Rates for Selective Routing are set forth in Attachment 11.
 - 9.4.3.3 Customer Branding and Self Branding require the CLEC to order dedicated trunking from each BellSouth end office identified by the CLEC, to either the BellSouth TOPS or the CLEC Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 9.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by the CLEC to the BellSouth TOPS. These calls are routed to "No Announcement."
- 9.4.4 Facilities Based CLECs
 - 9.4.4.1 All Service Levels require the CLEC to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
 - 9.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch for which the CLEC requires service. The recording and loading charges are non-recurring unless the CLEC elects to change the recorded name or requires access to additional TOPS Switches. Customized Branding is limited to the CLEC name.
- 9.5 Directory Assistance Database Service (DADS)
 - 9.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available to Telepak solely for the expressed purpose of providing Directory Assistance type services to Telepak end users. The term "end

user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator System assisted). Telepak agrees that DADS will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, Telepak agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, Telepak authorizes the inclusion of Telepak Subscriber listings in the BellSouth Directory Assistance products.

- 9.5.2 BellSouth shall provide Telepak initially with daily updates which reflect all listing change activity occurring since Telepak's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by Telepak and BellSouth. Telepak agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 9.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listings change activity occurring since Telepak's most recent update. BellSouth shall provide updates to Telepak on a Business, Residence, or combined Business and Residence basis. Telepak agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after Telepak receives the Base File.
- 9.5.4 BellSouth is authorized to include Telepak Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of Telepak Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to Telepak.
- 9.5.5 Rates for DADS are as set forth in Attachment 11.

9.6 Direct Access to Directory Assistance Service

- 9.6.1 Direct Access to Directory Assistance Service (DADAS) will provide Telepak's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance Service format. Subscription to DADAS will allow Telepak to utilize its own switch, operator workstations and optional audio subsystems.
- 9.6.2 BellSouth will provide DADAS from its DA location. Telepak will access the DADAS system via a telephone company provided point of availability. Telepak has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from

the telephone company as rates and charges **billed separately** from the charges associated with this offering.

- 9.6.3 A specified interface to each Telepak subsystem will be provided by BellSouth. Interconnection between Telepak system and a specified BellSouth location will be pursuant to the use of Telepak owned or Telepak leased facilities and shall be appropriate sized based upon the volume of queries being generated by Telepak.
- 9.6.4 The specifications for the three interfaces **necessary** for interconnection are available in the following documents:
 - 9.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
 - 9.6.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification
 - 9.6.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification
- 9.6.5 Rates for DADAS are as set forth in Attachment 11.

10. 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.

10.1 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.

10.2 Technical Requirements

- 10.2.1 Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths.
- 10.2.2 Of the various options available, Signaling Link Transport shall perform in the following two ways:
 - 10.2.2.1 As an "A-link" which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
 - 10.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).
- 10.2.3 Signaling Link Transport shall consist of two or more signaling link layers as follows:
 - 10.2.3.1 An A-link layer shall consist of two links.
 - 10.2.3.2 A B-link layer shall consist of four links.
- 10.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 10.2.4.1 There shall be no more than two minutes down time per year for an A-link layer; and
 - 10.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 10.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 10.2.5.1 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
 - 10.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 10.3 Interface Requirements
 - 10.3.1 There shall be a DS1 (1.544 Mbps) interface at the Telepak-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

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

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

11.2 **Technical Requirements**

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

11.2.1.1 BellSouth Local Switching or Tandem Switching;

11.2.1.2 BellSouth Service Control Points/DataBases;

11.2.1.3 Third-party local or tandem switching;

11.2.1.4 Third-party-provided STPs.

11.2.2 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.

11.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a Telepak 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 Telepak local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

11.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:

11.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,

11.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and .

- 11.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 11.2.5 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 Telepak 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 STPs 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 Telepak database, then Telepak agrees to provide BellSouth with the Destination Point Code for the Telepak database.
- 11.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, 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:
- 11.2.6.1 MTP Routing Verification Test (MRVT) and
- 11.2.6.2 SCCP Routing Verification Test (SRVT).
- 11.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a Telepak or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by Telepak and BellSouth.
- 11.2.8 STPs shall be on parity with BellSouth.
- 11.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 11.2.9.1 When technically feasible and upon request by Telepak, 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 Telepak SS7 network to exchange TCAP queries and responses with a Telepak SCP.

- 11.2.9.2 SS7 AIN Access shall provide Telepak SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and Telepak 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 Telepak SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.

11.3 Interface Requirements

- 11.3.1 BellSouth shall provide the following STPs options to connect Telepak or Telepak-designated local switching systems or STPs to BellSouth SS7 network:
- 11.3.1.1 An A-link interface from Telepak local switching systems; and,
- 11.3.1.2 A B-link interface from Telepak local STPs.
- 11.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.
- 11.3.3 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 STP 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 Telepak local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Telepak will work jointly to establish mutually acceptable SPOIs.
- 11.3.4 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 B-links in a layer connecting to a BellSouth STP. BellSouth and Telepak will work jointly to establish mutually acceptable SPOIs.
- 11.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
- 11.3.5.1 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);

- 11.3.5.2 Bellcore GR-1432-CORE, CCS Network **Interface Specification** (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 11.3.6 Message Screening
 - 11.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from Telepak local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the Telepak switching system has a legitimate signaling relation.
 - 11.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from Telepak local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the Telepak switching system has a legitimate signaling relation.
 - 11.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from Telepak from any signaling point or network interconnected through BellSouth's SS7 network where the Telepak SCP has a legitimate signaling relation.
- 11.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 11.4.1 ANSI T1.111-1992 American National **Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP)**;
 - 11.4.2 ANSI T1.111A-1994 American National **Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement**;
 - 11.4.3 ANSI T1.112-1992 American National **Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP)**;
 - 11.4.4 ANSI T1.115-1990 American National **Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks**;
 - 11.4.5 ANSI T1.116-1990 American National **Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP)**;
 - 11.4.6 ANSI T1.118-1992 American National **Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI)**;

- 11.4.7 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
- 11.4.8 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

12. Service Control Points/DataBases

12.1 Definition

- 12.1.1 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.

- 12.1.2 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.

12.2 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 Telepak in accordance with the following requirements.

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

12.2.4 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.

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

12.3 Local Number Portability Database

The Local Number Portability (LNP) database service secures network routing instructions before completion of a call. The database contains information about end users that have ported their local service including the Location Routing Number (LRN) that identifies the Local Service provider switch serving each ported end user. BellSouth agrees to provide access to LNP database service as set forth in BellSouth's FCC No.1 tariff, Section 6.2.11. This service will be made available in areas where LRN has been implemented.

12.4 Line Information Database (LIDB)

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

12.4.1 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.

12.4.2 Technical Requirements

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

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

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

12.4.2.3 Subsequent to the implementation of a long-term solution for Local Number Portability, BellSouth shall enable Telepak 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.

12.4.2.4 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 Telepak's customer records in LIDB:

12.4.2.4.1 Billed Number Screening (provides information such as whether the Billed Number may accept Collect or Third Number Billing calls); and

12.4.2.4.2 Calling Card Validation: If Telepak chooses to offer Tel Line Number (TLN) and/or Special Billing Number (SBN) credit cards, calling card validation will be supported for Telepak customer data in the LIDB.

12.4.2.5 BellSouth shall process Telepak's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to Telepak what additional functions (if any) are performed by LIDB in the BellSouth network.

12.4.2.6 Within two (2) weeks after a request by Telepak, BellSouth shall provide Telepak with a list of the customer data items which Telepak 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.

- 12.4.2.7 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 12.4.2.8 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 12.4.2.9 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 12.4.2.10 BellSouth shall provide Telepak with 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 Telepak 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 Telepak 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 Telepak. 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).
- 12.4.2.11 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.
- 12.4.2.12 All additions, updates and deletions of Telepak data to the LIDB shall be solely at the direction of Telepak. Such direction from Telepak will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 12.4.2.13 BellSouth shall provide priority updates to LIDB for Telepak data upon Telepak'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.
- 12.4.2.14 BellSouth shall provide Telepak with the capability to directly obtain, through an electronic interface, reports of all Telepak data in LIDB. Such capability will be through the data migration format (FCIF Interface) that can be used to electronically obtain reports of Telepak data in LIDB.

- 12.4.2.15 BellSouth shall provide LIDB systems such that no more than 0.01% of Telepak customer records will be missing from LIDB, as measured by Telepak audits. BellSouth will audit Telepak records in LIDB against DBAS to identify record mismatches and provide this data to a designated Telepak contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to Telepak within one business day of audit. Once reconciled records are received back from Telepak, 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 Telepak to negotiate a time frame for the updates, not to exceed three business days.
- 12.4.2.16 BellSouth shall perform backup and recovery of all of Telepak'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.
- 12.4.2.17 BellSouth shall provide to Telepak 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 Telepak 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 Telepak.
- 12.4.2.18 BellSouth shall provide Telepak with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reasonable time period as negotiated between Telepak and BellSouth.

- 12.4.2.19 BellSouth shall prevent any access to or use of Telepak 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 Telepak in writing.
- 12.4.2.20 BellSouth shall provide Telepak 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 Telepak at least at parity with BellSouth Customer Data. BellSouth shall obtain from Telepak the screening information associated with LIDB Data Screening of Telepak 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 Telepak under the Bona Fide Request process of Attachment 9.
- 12.4.2.21 BellSouth shall accept queries to LIDB associated with Telepak customer records, and shall return responses in accordance with industry standards.
- 12.4.2.22 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 12.4.2.23 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 12.4.2.24 BellSouth shall provide 99.9 % of all LIDB queries in a round trip within 2 seconds as defined in industry standards.
- 12.4.3 Interface Requirements
- BellSouth shall offer LIDB in accordance with the requirements of this subsection.
- 12.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
- 12.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
- 12.4.3.3 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.

12.5 Toll Free Number Database

The Toll Free Number Database is an 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:

12.5.1 Technical Requirements

- 12.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for Telepak to query with a toll-free number and originating information.
- 12.5.1.2 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.
- 12.5.1.3 The SCP shall also provide, at Telepak'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:
 - 12.5.1.3.1 Network Management;
 - 12.5.1.3.2 Customer Sample Collection; and
 - 12.5.1.3.3 Service Maintenance

12.6 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:

12.6.1 Technical Requirements

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

- 12.6.1.2 The ALI/DMS database shall contain the following customer information
- 12.6.1.2.1 Name;
- 12.6.1.2.2 Address;
- 12.6.1.2.3 Telephone number; and
- 12.6.1.2.4 Other information as appropriate (e.g., whether a customer is blind or deaf or has another disability).
- 12.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless Telepak requests otherwise and shall be updated if Telepak requests, provided Telepak supplies BellSouth with the updates.
- 12.6.1.4 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.
- 12.6.1.5 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.
- 12.6.2 Interface Requirements
- The interface between the E911 Switch or Tandem and the ALI/DMS database for Telepak customers shall meet industry standards.
- 12.7 Directory Assistance Database
- BellSouth shall make its directory assistance database available to Telepak in order to allow Telepak to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide Telepak 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 Telepak and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and Telepak 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.

- 12.8 - **Calling Name Database** BellSouth shall make available its calling name database at rates, terms and conditions contained in BellSouth's calling name database Agreement.
- 12.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
- 12.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1995);
- 12.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
- 12.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
- 12.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
- 12.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
- 12.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
- 12.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2 (Bellcore, April 1994).
- 12.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.
- 12.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide Telepak the capability that will allow Telepak 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.
- 12.10.2 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 Telepak. Scheduling procedures shall provide Telepak equivalent priority to these resources
- 12.10.3 BellSouth SCP shall partition and protect Telepak service logic and data from unauthorized access, execution or other types of compromise.

- 12.10.4 When Telepak selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable Telepak 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.
- 12.10.5 When Telepak selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. Telepak access will be provided via remote data connection (e.g., dial-in, ISDN).
- 12.10.6 When Telepak selects SCE/SMS AIN Access, BellSouth shall allow Telepak to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

13. **DARK FIBER**

BellSouth agrees to offer access to Dark Fiber where the state commissions have required such access pursuant to the terms and conditions following and at the rates set forth in Attachment 11. The parties agree that Dark Fiber will be used in the provisioning of local service.

- 13.1.1 Dark Fiber is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements terminated to such strands to operationalize its transmission capabilities will be available. No regeneration or optical amplification will be included with this element.
- 13.2 **Requirements**
- 13.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. BellSouth shall offer all Dark Fiber to Telepak pursuant to the prices set forth in Attachment 11 of this Agreement.
- 13.2.2 Telepak may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 13.2.3 BellSouth shall use its best efforts to provide to Telepak information regarding the location, availability and performance of Dark Fiber within ten (10) business days for a records based answer and twenty (20) business days for a field based answer, after receiving a request from Telepak ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

- 13.2.4 BellSouth shall use its best efforts to make Dark Fiber available to Telepak within thirty (30) business days after it receives written confirmation from Telepak that the Dark Fiber previously deemed available by BellSouth is wanted for use by Telepak. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable Telepak to connect or splice Telepak provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

14. **SS7 Network Interconnection**

14.1.1 **Definition**

SS7 Network Interconnection is the interconnection of Telepak local Signaling Transfer Point Switches (STP) and Telepak local or tandem switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), Telepak 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 Telepak 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 a Telepak 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 Telepak local STPs 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 STPs, 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 Telepak local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of Telepak local STPs, 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 STPs, 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 Telepak or Telepak-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
- 14.1.3.1.1 A-link interface from Telepak local or tandem switching systems; and
- 14.1.3.1.2 B-link interface from Telepak STPs.
- 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 STP 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 Telepak local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and Telepak will work jointly to establish mutually acceptable SPOI.
- 14.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and Telepak 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 Telepak local or tandem switching systems destined to

any signaling point in the BellSouth SS7 network with which the Telepak 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**

If Telepak orders unbundled network elements, then Telepak is also responsible for providing E911 to its end users. 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 Telepak 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. Telepak 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. Telepak will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, Telepak will be required to discontinue the Basic 911 procedures and being using E911 procedures.

- 15.2.2 **E911 Service Provisioning.** For E911 service, Telepak will be required to install a minimum of two dedicated trunks originating from the Telepak 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. Telepak will be required to provide BellSouth daily updates to the E911 database. Telepak 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, Telepak 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 Telepak beyond applicable charges for BellSouth trunking arrangements.
- 15.2.4 Basic 911 and E911 functions provided to Telepak 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 Telepak to follow in providing 911/E911 services.

Attachment 3

Local Interconnection

Local Interconnection

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

BellSouth shall provide Telepak 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 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"). The terms Exchange and EAS exchanges are defined and specified in Section A3 of BellSouth's General Subscriber Service Tariff. Until the Commission, the FCC or a court of competent jurisdiction determines, in a final and non-appealable order ("Order"), whether Enhanced Service Provider ("ESP") and Information Service Provider ("ISP") traffic is within the definition of Local Traffic, such traffic will be held for payment until the jurisdiction of such traffic is determined. The parties will maintain billing records identifying all such ESP and ISP traffic as stated in General Terms and Conditions of this Agreement.
- 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 Trunk-side of local switch.
- 1.2.2 Trunk interconnection points for tandem switch.
- 1.2.3 Central office cross-connect points.
- 1.2.4 Out-of-band signal transfer points.
- 1.2.5 Interconnection at applicable unbundled network element points is also available.
- 1.2.6 BellSouth may provide local interconnection at any other technically feasible point at Telepak's request. Requests for interconnection at other points may be made through the Bona Fide Request/New Business Request process set out in Attachment 9.

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- 1.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other party. For purposes of developing the PLU, each party shall consider every local call and every long distance call, excluding intermediary traffic. Effective on the first of January, April, July and October of each year, BellSouth and Telepak shall provide a positive report updating the PLU. Detailed requirements associated with PLU reporting shall be as set forth in BellSouth's Standard Percent Local Use Reporting Platform for Interconnection Purchasers, as it is amended from time to time during this Agreement. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.
- 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 Telepak 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 auditory 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 Telepak traffic terminated by BellSouth over the same facilities, Telepak 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 Telepak. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall be utilized to determine the appropriate local usage compensation to be paid.

- 1.5 Unidentified local traffic. Each party will provide the other with information that will allow it to distinguish Local from IntraLATA Toll traffic for its customers. At a minimum, each party shall utilize NXXs in such a way that the other party shall be able to distinguish Local from IntraLATA toll traffic for its customers and for reciprocal compensation purposes. Whenever BellSouth delivers traffic to Telepak for termination on Telepak's network, if BellSouth cannot determine because of the manner in which Telepak 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 Telepak 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 Telepak cannot determine whether the traffic it delivers to BellSouth is local or toll, this subsection shall apply to BellSouth and Telepak.
- 1.6 Intermediary Tandem Switching. BellSouth will provide intermediary tandem switching and transport services for Telepak's connection of its end user to a local end user of a telecommunications carrier where both the CLEC and telecommunications carrier are connected at the same tandem. Rates for intermediary tandem switching and transport will be as set forth in Attachment 11. The Parties agree that any billing to another telecommunication carrier under this section shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) procedures.
- 1.7 Mutual Provision of Access Service. When BellSouth and Telepak 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 MECAB system to establish meet point billing for all applicable traffic, including traffic terminating to ported numbers. Thirty (30) day billing periods will be employed for these arrangements. The recording party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- 1.7.1 Where either company has been notified that the other company has a Billing Guarantee Practice, each company so notified (the Initial Billing Company or the recording company) will be held liable for any access revenues which it has caused to be determined unbillable under the guidelines of such Billing Guarantee Practice of the other company. Each company will provide complete documentation to the other to substantiate any claim of unbillable access revenues. A negotiated settlement will be agreed upon between the companies.
- 1.7.2 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 1.7.3 Each company agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 1.7.4 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 1.7.5 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.
- 1.7.6 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial Billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 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 Telepak 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 Compensation for intraLATA toll traffic. For terminating its toll traffic on the other company's network, the originating party will pay the terminating party BellSouth's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rate, inclusive of the Interconnection Charge and the Carrier Common Line rate elements of the switched access rate. See BellSouth's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If Telepak is the BellSouth end user's presubscribed interexchange carrier or if the BellSouth end user uses Telepak as an interexchange carrier on a 10XXX/101XXXX basis, BellSouth will charge Telepak the appropriate BellSouth tariff charges for originating switched access services. If BellSouth is serving as the Telepak end user's presubscribed interexchange carrier or if the Telepak end user uses BellSouth as an interexchange carrier on a 10XXX/101XXXX basis, Telepak will charge BellSouth the appropriate BellSouth tariff charges for originating switched access services.
- 2.3 Additional Interconnection. To the extent Telepak 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.
- 2.4 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.
- 2.5 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.
- 2.6 800 Access Screening. Should Telepak 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. Telepak shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. Telepak 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**

3.1 Interconnection for telephone exchange service and exchange access shall be either at every BellSouth access tandem, local 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.

3.2 **Multiple Tandem Access (MTA)**. Within each LATA, Telepak must interconnect at all BellSouth access tandems where Telepak NXXs are "homed." However, if Telepak does not have NXXs homed at each access tandem within a LATA and elects not to interconnect at such access tandems where no NXXs are homed, Telepak must order MTA in each access tandem within the LATA where it interconnects to the extent it desires to terminate traffic to customers served through access tandems in the LATA to which Telepak has not interconnected. MTA should be provisioned in accordance with BellSouth's Ordering Guidelines.

4. **Trunk Groups**

BellSouth and Telepak shall establish interconnecting trunk groups between networks. Trunks may be either one-way or two-way. Two-way trunking may be provided by BellSouth consistent with BellSouth engineering specifications. Local and intraLATA traffic only may be routed over the same one-way trunk group. All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups between BellSouth and Telepak will be as set forth in Section E.6 of the appropriate BellSouth intrastate or interstate access tariff. Requests for alternative trunking arrangements may require submission of a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in Attachment 9.

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

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

- 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 (Calling Party Number) 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 Telepak 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 Telepak.
- 5.4 Network Management Controls. Both parties will work cooperatively with each other 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. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.
- 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- Both parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. Section 5.6.3 contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their agreement. The Parties agree that each forecast provided under this Section 5.6.2 shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions - Part A of this Agreement.
- 5.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions of this Agreement.
- 5.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 5.7 Call Information. BellSouth and Telepak will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
6. Parity in Ordering and Provisioning
- BellSouth shall provide interconnection ordering and provisioning services to Telepak 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**

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

8.1 The Parties shall provide for the mutual and reciprocal recovery of the costs of transporting and terminating local calls on each other's network. The parties agree that charges for transport and termination of calls on its respective networks are as set forth in Attachment 11. When BellSouth chooses to purchase common transport from Telepak for delivery of Bell originated traffic to Telepak, BellSouth will pay Telepak for transporting BellSouth originated traffic from the V & H coordinates of Telepak's point of presence located within the LATA in which the call originated to the V & H coordinates of Telepak's terminating NPA/NXX in the same LATA.

8.2 The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this agreement to a terminating carrier. The delivery of this traffic is contingent upon Telepak negotiating and executing valid contractual agreements or the placement of valid orders with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier. An agreement or valid order with the terminating carrier will be established prior to the delivery of any transit traffic to BellSouth destined for the particular carrier's network. Further, Telepak agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of Telepak for which a valid contract or order has not been established. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

8.3 -

Interconnection with Enhanced Service Providers (ESPs)/Information Service Providers (ISPs). ESP/ISP traffic shall not be included in the local interconnection compensation arrangements of this Agreement, except as set forth in Section 1.1 of this Attachment.

Attachment 4

Physical Collocation

BELLSOUTH PHYSICAL COLLOCATION

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants to Telepak 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 Telepak and agreed to by BellSouth (hereinafter "Collocation Space"). BellSouth will design and construct at Telepak's expense and agreed to specifications, 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 Use of space. Telepak shall use the Collocation Space for the purposes of installing, maintaining and operating Telepak'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, Telepak may place Telepak-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 Telepak-owned entrance facilities is designated "Service Interconnection." In addition to, and not in lieu of, interconnection to BellSouth services and facilities, Telepak may connect to other Interconnectors within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through facilities designated by Telepak. The Collocation Space may be used for no other purposes except as specifically described herein or authorized in writing by BellSouth.

1.3 No right to sublease. Telepak 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 Rates and charges. Telepak agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.5 Location of Arrangement. A Collocation Space will be provided to Telepak 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.

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2. OCCUPANCY

2.1 Commencement Date. The "Commencement Date" shall be the day Telepak's equipment becomes operational as described in Article 2.2, following.

2.2 Occupancy. BellSouth will notify Telepak in writing that the Collocation Space is ready for occupancy. Telepak 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. Telepak must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. If Telepak 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 Telepak's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to Telepak with respect to said Collocation Space. Termination of Telepak's rights to the Collocation Space pursuant to this paragraph shall not operate to release Telepak 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, Telepak's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

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

3. USE OF COLLOCATION SPACE

3.1 Equipment Type. BellSouth permits the placement of equipment in the Physical Collocation arrangement where such equipment is utilized for the purposes of providing telecommunication services through interconnection or through access to unbundled network elements. Where that equipment can also provide information services, the telecommunications carrier may offer information services through the same arrangement, so long as it is also offering telecommunications services through the same arrangement. BellSouth is not required to provide for collocation of equipment that can only provide enhanced services or information services. In addition, BellSouth will not permit collocation of equipment that will be used only to provide enhanced services or information services. Further, BellSouth will not accept collocation requests from entities that are not telecommunications carriers.

3.1.1 Such equipment must at a minimum comply with the BellCore Network Equipment Building Systems (NEBS) General Equipment Requirements and National Electric Code standards. For purposes of this paragraph, enhanced services and information services are not considered to be telecommunications services.

3.1.2 Telepak shall not use the Collocation Space for marketing purposes. Telepak shall place no signs or marking of any kind (except for a plaque or other identification affixed to Telepak's equipment and reasonably necessary to identify Telepak'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. Telepak may elect to place Telepak-owned or Telepak-leased 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. Telepak will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location by BellSouth. Telepak will provide a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Telepak's equipment in the Collocation Space. Telepak must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Telepak is responsible for maintenance of the entrance facilities.

3.2.1 Dual entrance will be permitted where capacity exists. Upon receipt of a request for collocation under this Agreement, BellSouth shall provide Telepak with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Telepak's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application response.

3.2.2 Telepak may utilize spare capacity on an existing Telepak entrance facility for the purpose of providing an entrance facility to another Telepak collocation arrangement within the same BellSouth Central Office.

3.3 Splicing in the Entrance Manhole. Although not generally permitted, should Telepak request a splice to occur in the entrance manhole(s), BellSouth, at its sole discretion, may grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice. When the request for a splice is granted to Telepak by BellSouth, Telepak shall ensure its employees or agents entering and/or performing work in the entrance manhole(s) are trained and comply with BellSouth procedures and OSHA requirements regarding access to manholes and that BellSouth personnel are notified and present for all entrances and work performed in the entrance manhole(s). Manholes covers shall be properly closed and secured at the conclusion of entry and/or work. Advance notification to BellSouth shall occur at a

minimum of 48 hours prior to desired entry for normal work activities and at a minimum of 2 hours prior to desired entry in an out of service condition.

3.4 Demarcation Point. A point-of-termination bay(s) will designate the point(s) of interconnection between Telepak'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. Telepak 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. Telepak or its agent may perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 3.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. With the exception of cross-connects provisioned as set forth in this subsection, a certified vendor is required to perform all other equipment installation or provisioning activities within the collocation space, pursuant to Section 4.3.

3.5 Telepak's Equipment and Facilities. Telepak is solely responsible for the design, engineering, testing, performance, monitoring, maintenance, and repair of the equipment and facilities used by Telepak in the Collocation Space. Without limitation of the foregoing provisions, Telepak 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.

3.6 Easement Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to Telepak when access to the Collocation Space is required. Telepak may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Telepak will not bear any of the expense associated with this work. All work performed by BellSouth in the Collocation Space shall be done in a diligent and workmanlike manner and shall be planned so as to cause the least interference with Telepak's equipment and operations.

3.7 Access and Administration. Telepak 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 Telepak to traverse restricted areas. All employees, agents and contractors of Telepak 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 Telepak or certified vendor which contains a current photo, the individual's name and company name/logo. Telepak agrees to comply with all laws, ordinances and regulations affecting the use of the Collocation Space. For central offices in which an escort is required, BellSouth will establish procedures to provide expedited access in the event of an emergency. Such procedures shall, at a minimum, assign Telepak's request for access

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a -priority level at parity with that which BellSouth assigns itself or any other telecommunications service provider for similar central office emergencies. Upon expiration of this Agreement, Telepak shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the Telepak except for ordinary wear and tear.

3.8 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 Telepak violate the provisions of this paragraph, BellSouth shall give written notice to Telepak, which notice shall direct Telepak to cure the violation within forty-eight (48) hours of Telepak's actual receipt of written notice 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. After receipt of the notice, the parties agree to consult immediately and, if necessary, to inspect the arrangement. If Telepak fails to take curative action within 48 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 or any other Interconnector, 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 Telepak's equipment. BellSouth, or its employees, agents or contractors will endeavor, but is not required, to provide notice to Telepak prior to taking such action and shall have no liability to Telepak for any damages arising from such action, except to the extent that such action by BellSouth constitutes gross negligence or willful misconduct.

3.9 Personalty and its Removal. Subject to requirements of this Agreement, Telepak may place or install in or on the Collocation Space such facilities and equipment, including storage for and spare equipment, as it deems desirable for the conduct of business; Provided that such equipment is telecommunications equipment, does not violate floor loading requirements, imposes or could impose or contains or could contain environmental conditions or hazards. Personal property, facilities and equipment placed by Telepak in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personalty and may be removed by Telepak at any time. Any damage caused to the Collocation Space by Telepak's employees, agents or representatives during the removal of such property shall be promptly repaired by Telepak at its expense.

3.10 Alterations. In no case shall Telepak or any person acting on behalf of Telepak 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 Telepak.

4. ORDERING AND PREPARATION OF COLOCATION SPACE

4.1 Application for Space. Telepak 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 Telepak's Collocation Space(s) and an estimate of the amount of square footage required.

4.1.1 Application Response. BellSouth will respond to up to five (5) applications from Telepak for space within the same state submitted within a fifteen (15) business day interval within thirty (30) business days of receipt of the complete application. When Telepak submits more than five (5) applications in the same state within 15 business days and BellSouth is processing multiple applications from other Interconnectors, BellSouth and Telepak will negotiate in good faith a prioritization of the requests and a reasonable response time frame. All negotiations shall consider the total volume from all requests from telecommunications companies for collocation. The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by Telepak or differently configured, Telepak must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

4.2 Bona Fide Firm Order. Telepak 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 Telepak to complete the Application/Inquiry process described in Subsection 4.1, preceding, submit an updated Application document that is complete and accurate based on the outcome of the Application/Inquiry process, and pay all applicable fees referenced in Article 5, following. The Bona Fide Firm Order must be received by BellSouth no later than thirty (30) days after BellSouth's response to Telepak's Application/Inquiry.

4.2.1 BellSouth will establish a firm order date, per request, based upon the date BellSouth is in receipt of a complete and accurate firm order. BellSouth will acknowledge the receipt of Telepak's Bona Fide Firm Order within 15 days of receipt indicating that the Bona Fide Firm Order has been received and that the order is accurate and complete or if the order is not accurate and complete, details as to the necessary information needed to cause the order to be accurate and complete. A BellSouth response to a complete and accurate firm order will include a Firm Order Confirmation containing the firm order date.

4.2.2 BellSouth will permit one site visit after receipt of the Bona Fide Firm Order. Security escort charges will be assessed for the site visit.

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

4.3 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 120 days from receipt of a complete and accurate Bona Fide Firm Order where the infrastructure rearrangement or accommodations allow. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 180 days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to multiple orders in excess of five (5) from one customer per state; major BellSouth equipment rearrangement; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; mainframe addition; environmental hazard or hazardous materials abatement.

4.3.1 Joint Planning Meeting. A joint planning meeting between BellSouth and Telepak will commence within a maximum of 20 days from BellSouth's receipt of a complete and accurate firm order and the payment of agreed upon fees. At such meeting, the parties will agree to the preliminary design of the collocation space and the equipment configuration requirements as designated by Telepak on its Bona Fide Firm Order. In the event Telepak materially modifies its request as a result of the coordination meeting outcome, such modifications must be submitted to BellSouth in writing and a firm order date reestablished. The Collocation Space Completion time period will be provided to Telepak during the joint planning meeting or as soon as possible thereafter. BellSouth will complete all design work following the joint planning meeting. If BellSouth needs to reevaluate Telepak's application as a result of changes requested by Telepak to Telepak's original application, then BellSouth will charge Telepak a fee based upon the additional engineering hours required to do the reassessment. Major changes such as requesting additional space or adding additional equipment may require Telepak to resubmit the application with an application fee.

4.3.2 Permits. BellSouth or its agents will diligently pursue filing for the required permits within 7 business days of the completion of finalized construction designs and specifications.

4.4 Use of Certified Vendor. Telepak 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 Telepak with a list of Certified Vendors upon request. The Certified Vendor shall be responsible for installing Telepak'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 Telepak upon successful completion of installation. The Certified Vendor shall bill Telepak directly for all work performed for Telepak pursuant to this Agreement and BellSouth

shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying Telepak or any vendor proposed by Telepak.

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

4.6 Basic Telephone Service. Upon request of Telepak, 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.

4.7 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. Telepak's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by Telepak 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 reimburse Telepak in an amount equal to Telepak reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

4.8 Space Enclosure. Upon request of Telepak, BellSouth shall construct an equipment arrangement enclosure of a size and dimension jointly agreed upon by the Parties. Telepak may request enclosed floor space in increments of fifty (50) square feet, with a minimum of one hundred (100) square feet. Telepak 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 Telepak for activities associated with the space enclosure construction. Telepak must provide the local BellSouth building contact with a card, key or other access device used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Telepak's locked enclosure prior to notifying Telepak.

4.9 Virtual Collocation Transition. To the extent space becomes available, Telepak may transition its virtual collocation arrangements to physical collocation arrangements and pay the appropriate non-recurring fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement. Telepak must arrange with a BellSouth certified vendor for the relocation of equipment from its virtual collocation space to its physical collocation space and will bear the cost of such relocation.

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

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

5. RATES AND CHARGES

5.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 4, preceding, Telepak 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 Telepak's receipt of a bill or invoice from BellSouth. Once the installation of the initial equipment arrangement is complete, a subsequent application fee may apply (as described in subsection 5.5) when Telepak requests a modification to the arrangement.

5.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 4, preceding.

5.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed. No Cable Installation Fee is required for Service Interconnection.

5.4 Space Enclosure Fees. The Space Enclosure Construction Fee will be assessed for the materials and installation cost of the equipment enclosure. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specifications, the additional costs will be included in the space preparation charge. In such cases, BellSouth shall provide documentation to establish these costs separately from Telepak's pro-rated share of renovation or upgrade costs.

5.5 Additional Engineering. 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 Telepak in the Application Response.

5.6 Subsequent Application Fee. BellSouth requires the submission of additional documentation when Telepak desires to modify the use of the collocation space. Telepak shall complete an additional application form including all information regarding the modification to the collocation arrangement. BellSouth shall determine what modifications to the premises are required to accommodate the change requested.

by Telepak in the application. Such modifications to the premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements and changes to power plant requirements. The fee paid by Telepak for its request to modify the use of the collocation space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no subsequent application fee will be assessed. The fee for an application where the modification requested has limited effect, e.g. does not require capital expenditure by BellSouth, shall not exceed \$1600.00. All other subsequent application fees shall be assessed at \$3850.00.

5.7 Floor Space. The floor space charge includes reasonable 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 Telepak's equipment. When the Collocation Space is enclosed by walls or other divider, Telepak shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Telepak shall pay floor space charges based upon the number of square feet contained in a shadow print of Telepak's equipment racks and POT bay, plus a factor of 2.50 multiplied by the shadow print, which represents Telepak'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 Telepak first occupies the Collocation Space, whichever is sooner.

5.8 Power. (1) 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 Telepak's equipment or space enclosure. Fuses and power feed cables (A&B) must be engineered (sized), furnished and installed by Telepak's certified vendor. Telepak'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 DC power plant or upgrade the existing DC power plant in a central office as a result of Telepak's request to collocate in that central office ("Power Plant Construction"), Telepak shall pay its pro-rata share of 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 shall comply with all BellCore and ANSI Standards regarding power cabling, including BellCore Network Equipment Building System (NEBS) Standard TR-EOP-000063. BellSouth will notify Telepak 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. The costs of power plant construction shall be pro-rated and shared among all who benefit from that construction. Telepak shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. Telepak 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. Telepak 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 Telepak 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.

5.9 Security Escort. A security escort will be required whenever Telepak or its 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.

5.10 Other. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). Telepak 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 Telepak 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 Telepak shall maintain the following specific coverage:

6.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). 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 Telepak 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 subsection 6.2 above may be increased by BellSouth from time to time during the term of this Agreement upon thirty (30) days notice to Telepak 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 Telepak 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 Telepak's property has been removed from BellSouth's Central Office, whichever period is longer. If Telepak fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Telepak.

6.5 Telepak shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Telepak shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from Telepak's insurance company. Telepak shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

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

6.6 Telepak 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

7.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or Telepak), 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 the other party or by reason of any changes, or additions to said property made at the request or under the direction of the other party, the other party directing or requesting those changes shall, within thirty (30) days after receipt of written notice from the party against whose property said lien has been filed, either pay such lien or cause the same to be bonded off the affected property in the manner provided by law. The party causing said lien to be placed against the property of the other shall also defend, at its sole cost and expense, on behalf of the other, any action, suit or proceeding which may be brought for the enforcement of such liens and shall pay any damage and discharge any judgment entered thereon.

8. INSPECTIONS

8.1 BellSouth shall conduct an inspection of Telepak's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Telepak's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Telepak adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Telepak with a minimum of

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forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

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9. SECURITY.

9.1 Only BellSouth employees, BellSouth certified vendors and authorized employees or agents of Telepak will be permitted in the BellSouth Central Office. Telepak 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. DESTRUCTION OF COLLOCATION SPACE.

10.1 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 Telepak's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement with respect to such damaged Collocation Space, 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 with respect to such Collocation Space.. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Telepak'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 Telepak, 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. Telepak may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a certified vendor is used and the necessary space preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Telepak's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Telepak. Where allowed and where practical, Telepak may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Telepak shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Telepak's permitted use, until such Collocation Space is fully repaired and restored and Telepak's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

11. EMINENT DOMAIN

11.1 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 with respect to such Collocation Space as of the day possession shall be taken by such public authority

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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; provided, however, if requested, BellSouth shall use reasonable efforts to provide a suitable alternative collocation space for Telepak's equipment where such space is available and in accordance with the requirements of 47 U.S.C. Section §251(C) (6). If any material part of the Collocation Space or portion of a central office necessary to the functioning of Telepak's equipment shall be taken under eminent domain, BellSouth and Telepak shall each have the right to terminate this Agreement as to such Collocation Space, and if each shall so elect, by giving written notice of such intent to the other party within ten (10) days after such taking, both parties shall stand released of and from further liability under the terms hereof with respect to such collocation Space. In the event Telepak provides BellSouth written notice that it does not desire to terminate this Agreement with respect to such Collocation Space, BellSouth shall use reasonable efforts to promptly provide Telepak with a suitable alternative collocation space where such space is available and in accordance with the requirements if 47 U.S.C. Section §251(c) (6).

12. NONEXCLUSIVITY

12.1 Telepak 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.

13. NOTICES

13.1 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 Telepak 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:

ATTN: _____

To Telepak:

ATTN: _____

13.2 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.

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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.)	ICB
No greater than \$1,600.00			
Space Preparation Fee (Note 2)		NRC (per Arrangement, per C.O.)	ICB
Space Enclosure Construction Fee (Note 2)		NRC (per Arrangement, per C.O.)	\$4,500.00
Additional Engineering Fee (Note 3)		NRC	ICB
Cable Installation		NRC (per entrance cable)	\$2,750.00
Floor Space		RC (per square foot)	\$7.50
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
	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
POT Bay			
Additional Security Access Cards		NRC-ICB (each)	\$10.00

Schedule of Rates and Charges (cont.)

<u>Rate Element Description</u>	<u>Type of Charge</u>	<u>Charge</u>
Direct Connection (Note 4)		
(1) Fiber Arrangement	RC (per cable, per linear foot)	\$0.06
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
(2) Copper or Coaxial Arrangement	RC (per cable, per linear foot)	\$0.03
-with Initial Application	NRC (per Arrangement)	n/a
-Subsequent to Application	NRC (per Arrangement)	\$246.00
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, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation.
- (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.

Schedule of Rates and Charges (cont.)

Notes (cont.)

(2) (cont.)

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 fifty (50) square-foot increments, with a minimum space enclosure size of one hundred (100) square feet. Telepak 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 Telepak 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 FCC 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.

(4) Direct Connection. As stated in Article I.B of the Collocation Agreement, Telepak may connect to other Interconnectors within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Telepak must use its Certified Vendor to place the direct connection. The Direct Connection NRC is assessed when direct connection is the only work requested by Telepak. If any other work in addition to the direct connection is being requested, whether for an initial installation of a Collocation Space or for an augmentation to an existing Collocation Space, an Application Fee or a Subsequent Application Fee will be assessed in lieu of the Direct Connection NRC. Construction charges may also apply; BellSouth shall provide an estimate of these charges 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:

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ENVIRONMENTAL AND SAFETY PRINCIPLES

The following principles provide basic guidance on environmental and safety issues when applying for and establishing Physical Collocation arrangements.

1. GENERAL PRINCIPLES

1.1 Compliance with Applicable Law. BellSouth and Telepak agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.

1.2 Notice. BellSouth and Telepak shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. Telepak should contact 1-800-743-6737 for BellSouth MSDS sheets.

1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Telepak to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. Telepak will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.

1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Telepak space with proper notification. BellSouth reserves the right to stop any Telepak work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Telepak are owned by Telepak. Telepak will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Telepak or different hazardous materials used by Telepak at BellSouth Facility. Telepak must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.

1.6 **Spills and Releases.** When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Telepak to BellSouth.

1.7 **Coordinated Environmental Plans and Permits.** BellSouth and Telepak will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Telepak will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Telepak must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.

1.8 **Environmental and Safety Indemnification.** BellSouth and Telepak shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

When performing functions that fall under the following Environmental categories on BellSouth's premises, Telepak agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Telepak further agrees to cooperate with BellSouth to ensure that Telepak's employees, agents, and/or subcontractors are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Telepak, its employees, agents and/or subcontractors.

The most current version of reference documentation must be requested from BellSouth.

2. Categories for Consideration of Environmental Issues (cont.)

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Emergency response	Hazmat/waste release/spill firesafety emergency	GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to central office)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Performance of services in accordance with BST's environmental M&Ps Insurance	Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660
Transportation of hazardous material	Pollution liability insurance EVET approval of contractor	Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10
Maintenance/operations work which may produce a waste	Protection of BST employees and equipment	Std T&C 450 GU-BTEN-001BT, Chapter 10

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Other maintenance work		29CFR 1910.147 29CFR 1910 Subpart O
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All HazMat & Waste Asbestos notification protection of BST employees and equipment</p>	<p>P&SM Manager - Procurement</p> <p>GU-BTEN-001BT, Chapter 4,</p> <p>GU-BTEN-001BT, Chapter 3</p> <p>BSP 010-170-001BS (Hazcom)</p>
Manhole cleaning	<p>Pollution liability insurance</p> <p>Manhole entry requirements</p> <p>EVET approval of contractor</p>	<p>Std T&C 450</p> <p>Std T&C 660-3</p> <p>BSP 620-145-011PR</p> <p>Issue A, August 1996</p> <p>GU-BTEN-001BT, Chapter 10</p> <p>RL9706008BT</p>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3

3. DEFINITIONS

Generator. Under RCRA, the person whose act produces a **Hazardous Waste**, as defined in 40 CFR 261, or whose act first causes a Hazardous Waste to **become** subject to regulation. The Generator is legally responsible for the proper management and disposal of Hazardous Wastes in accordance with regulations.

Hazardous Chemical. As defined in the U.S. Occupational Safety and Health (OSHA) hazard communication standard (29 CFR 1910.1200), any **chemical which is a health hazard or physical hazard.**

Hazardous Waste. As defined in section 1004 of RCRA.

Imminent Danger. Any conditions or practices at a facility **which are such that a danger exists which could reasonably be expected to cause immediate death or serious harm to people or immediate significant damage to the environment or natural resources.**

Spill or Release. As defined in Section 101 of CERCLA.

4. ACRONYMS

DEC/LDEC - Department Environmental Coordinator/Local **Department Environmental Coordinator**

GU-BTEN-001BT - BellSouth Environmental Methods and Procedures

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

**Access to Numbers
and
Number Portability**

02/23/99

ACCESS TO NUMBERS and NUMBER PORTABILITY

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1. Non-Discriminatory Access to Telephone Numbers

During the term of this Agreement, Telepak shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, Telepak will be required to complete the Central Office Code (NXX) Assignment Request and Confirmation Form (Code Request Form) in accordance with Industry Numbering Committee's Central Office Code (NXX) Assignment Guidelines (INC 95-0407-008).

- 1.1 For the purposes of the resale of BellSouth's telecommunications services by Telepak, BellSouth will provide Telepak with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. Telepak acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth may request that Telepak cancel its reservations of numbers. Telepak shall comply with such request.

Further, upon Telepak request and for the purposes of the resale of BellSouth's telecommunications services by Telepak, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for Telepak's sole use. Such telephone number reservations shall be transmitted to Telepak via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. Telepak acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for Telepak's reasonable need in that particular CLLIC.

2. Permanent Solution

The FCC, the Commissions and industry forums have developed Location Routing Number (LRN) as the permanent approach to providing service provider number portability. BellSouth will implement this approach as developed and approved by the Commission, the FCC and industry forums. Consistent with the requirements to move to LRN, Interim Service Provider Number Portability may be available in a specific central office only until LRN is implemented in that office.

3. Service Provider Number Portability

3.1 Definition. Until an industry-wide permanent solution is implemented in a central office, 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 Telepak. 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 the Telepak switch that serves the subscriber. SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. 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.

3.4 End User Line Charge. Recovery of charges associated with implementing Number Portability through a monthly charge assessed to end users has been authorized by the FCC. This end user line charge will be as filed in FCC No. 1, Section 6 and will be billed to Telepak where Telepak is a subscriber to unbundled local switching or where Telepak is a reseller of BellSouth telecommunications services. This charge will not be discounted.

4. SPNP Implementation

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

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- 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.
- 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. 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 or rated format, depending on processing system. 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 will notify the other company. The

parties will jointly work to resolve such impairment. However, either company may either refuse to provide **SPNP service** or may terminate **SPNP service** to the other Party after providing appropriate notice and not being able to resolve such impairments.

- 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** at the tandem provider's rate and will compensate the other company at the tandem company's tariff rates via a process used by BellSouth to estimate the amount of ported switched access revenues due 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 FCC issues regulations pursuant to 47 USC § 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

6. **Transition to Permanent Number Portability**

Once a long-term database method of providing Local Number Portability (LNP) is implemented in an end office pursuant to FCC or State commission orders, rules or regulations, with advance written notice, either Party must withdraw its Interim Number Portability (INP) offerings. The transition from existing INP arrangements to LNP shall occur within one hundred twenty (120) days from the date LNP is implemented in the end office serving the telephone number. Neither Party shall charge the other Party for conversion from INP to LNP. The Parties shall comply with any INP/LNP transition processes established by the FCC and State commissions and appropriate industry number portability work groups.

Notwithstanding the foregoing, the Parties acknowledge that the FCC has determined once LNP has been deployed pursuant to the FCC's orders, rules and regulations, that all local exchange carriers (LECs) have the duty to provide LNP. Therefore, either Party, at any time, may seek appropriate legal or regulatory relief concerning the transition from INP to LNP or other related issues.

Attachment 6

Ordering and Provisioning

ORDERING AND PROVISIONING

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

1. Quality of Ordering and Provisioning

1.1 BellSouth shall provide ordering and provisioning services to Telepak that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC, 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 - Friday - 8:00AM - 5:00PM (excluding holidays)

(Resale/UNE non coordinated, coordinated orders and order coordinated - Time Specific)

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

(Resale/UNE non coordinated orders)

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

2. Access to Operational Support Systems

2.1 BellSouth shall provide Telepak 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) and the Telecommunications Access Gateway (TAG). Customer record information includes any and all customer specific

information, including but not limited to, **customer specific** information in CRIS and RSAG. Telepak agrees not to view, copy, or otherwise obtain access to the customer record information of any customer without that customer's permission and further agrees that Telepak will obtain access to customer record information only in strict compliance with applicable laws, rules, or regulations of the State in which the service is provided.

- 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 and TAG an ordering and provisioning capability that is integrated with the LENS and TAG pre-ordering capability.
- 2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows Telepak to report and monitor service troubles and obtain repair services. BellSouth shall offer Telepak service trouble reporting in a non-discriminatory manner that provides Telepak the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides Telepak 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 Telepak access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If Telepak requests BellSouth to repair a trouble after normal working hours, Telepak will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.
- 2.5 Migration of Telepak to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to meet regulatory and standard requirements and to improve operations. Telepak will migrate with BellSouth to new electronic interface system releases. BellSouth will continue to support Telepak on old releases for 60 days after the date of the release. If Telepak is unable or does not want to migrate within that time frame, Telepak will have the option of paying a fee to maintain the old platform. BellSouth will issue documents to Telepak within sufficient notice to allow Telepak to make the necessary changes to their systems and operations and allow Telepak to migrate with BellSouth.
- 2.6 Rates. All costs incurred by BellSouth to develop and implement operational interfaces shall be recovered from the carriers who utilize the

services. Charge for use of Operational Support Systems shall be as set forth in Attachment 11 of this agreement.

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 Telepak will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if Telepak wishes to reinstate an order, Telepak may be required to submit a new service order.

3.2 Single Point of Contact. Telepak will be the single point of contact with BellSouth for ordering activity for unbundled network elements used by Telepak to provide services to its end users, except that BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. Telepak and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders; provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines applicable to Presubscribed Interexchange Carrier (PIC) changes. Pursuant to such an order, BellSouth may disconnect any unbundled network element associated with the service to be disconnected and being used by Telepak 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 Telepak that such an order has been processed, but will not be required to notify Telepak in advance of such processing.

3.3 Use of Facilities. When a customer of a CLEC elects to discontinue service and transfer service to another local exchange carrier, including BellSouth, BellSouth shall have the right to reuse the facilities provided to CLEC by BellSouth for retail or resale service, unbundled loop and/or unbundled port for that customer. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state and BellSouth has received an order to establish new service or transfer of service from a customer or a customer's CLEC at the same address served by the denied facility.

3.3.1 Upon receipt of a service order, BellSouth will do the following:

3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using current interval guidelines.

- 3.3.1.2 Reuse the serving facility for the **retail, resale** service, or unbundled network element at the same location.
- 3.3.1.3 Notify Telepak subsequent to the **disconnect** order being completed.
- 3.4 Contact Numbers. The parties agree to **provide** one another with toll-free contact numbers for the purpose of **ordering, provisioning and maintenance of services.**
- 3.5 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.
- 3.6 Cancellation Charges. If Telepak **cancels an order** for UNE services, any costs incurred by **BellSouth** in conjunction with the provisioning of that order will be recovered in accordance with **FCC No. 1 Tariff, Section 5.4.**

Attachment 7

Billing and Billing Accuracy Certification

BILLING AND BILLING ACCURACY CERTIFICATION

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

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 Telepak requests. BellSouth will bill and record in accordance with this agreement those charges Telepak incurs as a result of Telepak purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will format all bills in CBOCS Standard or CLUB/EDI format, depending on the type of service ordered. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
- 1.1.1 If Telepak requests multiple billing media or additional copies of bills, BellSouth will provide these at a reasonable cost.
- 1.2 **Master Account.** After receiving certification as a local exchange company from the appropriate regulatory agency, Reseller will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for resold services. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.
- 1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of Telepak. Telepak shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by Telepak from Telepak's customer. BellSouth will not become involved in billing disputes that may arise between Telepak 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.

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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 1.7, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from Telepak, the total amount billed to Telepak will not include those taxes or fees for which Telepak is exempt. Telepak will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of Telepak.
- 1.6 Miscellaneous. As the customer of record for resold services, Telepak 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 Telepak.
- 1.9 End User Common Line Charge for Resellers. Pursuant to 47 CFR Section 51.617, BellSouth will bill Telepak end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 1.10 Discontinuing Service to Telepak. The procedures for discontinuing service to Telepak 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 Telepak 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 Telepak 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. In addition, BellSouth may, at the same time, give thirty days notice to Telepak at the billing address to discontinue the provision of existing services to Telepak at any time thereafter.
- 1.10.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 1.10.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and Telepak's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to Telepak without further notice.
- 1.10.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, Telepak's services will be discontinued. Upon discontinuance of service on Telepak's account, service to the Telepak's end users will be denied. BellSouth will reestablish service at the request of the end user or Telepak for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. Telepak is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.11 Deposit Policy. When purchasing services from BellSouth, Telepak will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the

Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security. Interest on a security deposit, if provided in cash, shall accrue and be refunded in accordance with the terms in the appropriate BellSouth tariff.

2. **Billing and Billing Accuracy Certification**

2.1 Upon request, BellSouth and Telepak will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.

2.2 As part of the billing quality assurance program, BellSouth and Telepak will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis BellSouth will provide Telepak with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, Telepak will pay all bills received from BellSouth in full by the payment due date.

2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.

2.3.1 Each party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.

2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. **Billing Disputes**

3.1 Where the parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.

- 3.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the Bill Date on which such disputed charges appear.
- 3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by BellSouth for payment by Telepak, the late payment charge shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for unbundled network elements and local interconnection charges, Section E2 of the Access Service Tariff. For bills rendered by Telepak for payment by BellSouth, the late payment charge shall be calculated based on the portion of the payment not received by the payment date times the lesser of (i) one and one-half percent (1½%) per month or (ii) the highest interest rate (in decimal value) which may be charged by law for commercial transactions, compounded daily for the number of days from the payment date to and including the date that payment is actually made. In no event, however, shall interest be assessed by Telepak on any previously assessed late payment charges. BellSouth shall only assess interest on previously assessed late payment charges in a state where it has the authority pursuant to its tariffs. If a Party disputes a charge and pays such charge and the dispute is resolved in favor of such Party, the other Party shall credit the bill of the disputing Party for the amount of the disputed charges along with any late payment charges assessed no later than the second Bill Date after the resolution of the dispute.

4. **RAO Hosting**

- 4.1 RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to Telepak 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.

- 4.2 Telepak shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
- 4.3 Applicable compensation amounts will be billed by BellSouth to Telepak 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.
- 4.4 Telepak 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 Telepak to the BellSouth RAO Hosting coordinator at least eight (8) 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 Telepak and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from Telepak that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
- 4.6 BellSouth will perform invoice sequence checking, standard EMI format editing, and balancing of message data with the EMI trailer record counts on all data received from Telepak.
- 4.7 All data received from Telepak 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.
- 4.8 All data received from Telepak 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).
- 4.9 BellSouth will receive messages from the CMDS network that are destined to be processed by Telepak and will forward them to Telepak on a daily basis.
- 4.10 Transmission of message data between BellSouth and Telepak will be via CONNECT:Direct.

- 4.11 All messages and related data exchanged between BellSouth and Telepak will be formatted in accordance with accepted industry standards for EMI formatted records and packed between appropriate EMI header and trailer records, also in accordance with accepted industry standards.
- 4.12 Telepak 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.
- 4.13 Should it become necessary for Telepak to send data to BellSouth more than sixty (60) days past the message date(s), Telepak 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 Telepak to notify all affected Parties.
- 4.14 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 Telepak) identified and agreed to, the company responsible for creating the data (BellSouth or Telepak) 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.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from Telepak, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify Telepak of the error condition. Telepak will correct the error(s) and will resend the entire pack to BellSouth for processing. In the event that an out-of-sequence condition occurs on subsequent packs, Telepak will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
- 4.16 In association with message distribution service, BellSouth will provide Telepak with associated intercompany settlements reports (CATS and NICS) as appropriate.

- 4.17 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.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for Telepak are as set forth in Attachment 11 of this Agreement.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Attachment 11 of this Agreement.
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and Telepak for the purpose of data transmission. Where a dedicated line is required, Telepak will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Telepak 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 Telepak. Additionally, all message toll charges associated with the use of the dial circuit by Telepak will be the responsibility of Telepak. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 4.18.4 All equipment, including modems and software, that is required on the Telepak end for the purpose of data transmission will be the responsibility of Telepak.
- 4.19 Intercompany Settlements Messages
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by Telepak 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 Telepak and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by Telepak and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by Telepak, is

covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by Telepak, involves a company other than Telepak, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).

- 4.19.3 Once Telepak 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.
- 4.19.4 BellSouth will receive the monthly NICS reports from Bellcore, its successor or assign, on behalf of Telepak. BellSouth will distribute copies of these reports to Telepak on a monthly basis.
- 4.19.5 BellSouth will receive the monthly Credit Card and Third Number Settlement System (CATS) reports from Bellcore, its successor or assign, on behalf of Telepak. BellSouth will distribute copies of these reports to Telepak on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by Telepak from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of Telepak. BellSouth will remit the revenue billed by Telepak 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 of Telepak. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Telepak via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by Telepak within the BellSouth territory from another CLEC also within the BellSouth territory (NICS) where the messages are billed, less a per message billing and collection fee of five cents (\$0.05), on behalf of Telepak. BellSouth will remit the revenue billed by Telepak within the BellSouth region to the CLEC also within the BellSouth region, where the messages originated, less a per message billing and collection fee of five cents (\$0.05). These two amounts will be netted together by BellSouth and the resulting charge or credit issued to Telepak via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

BellSouth and Telepak agree that monthly netted amounts of less than fifty dollars (\$50.00) will not be settled.

5. **Optional Daily Usage File**

5.1 Upon written request from Telepak, BellSouth will provide the Optional Daily Usage File (ODUF) service to Telepak pursuant to the terms and conditions set forth in this section.

5.2 The Telepak shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.

5.3 The Optional Daily Usage Feed will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Telepak customer.

Charges for delivery of the Optional Daily Usage File will appear on Telepak's monthly bills. The charges are as set forth in Attachment 11 of this Agreement.

5.4 The Optional Daily Usage Feed will contain both rated and unrated messages. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

5.6 The following specifications shall apply to the Optional Daily Usage Feed.

5.6.1 **USAGE TO BE TRANSMITTED**

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

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

-N11

-Information Service Provider Messages

-Operator Services Messages

-Operator Services Message Attempted Calls (UNE only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

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

5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Telepak.

5.6.1.4 In the event that Telepak detects a duplicate on Optional Daily Usage File they receive from BellSouth, Telepak will drop the duplicate message (Telepak will not return the duplicate to BellSouth).

5.6.2 PHYSICAL FILE CHARACTERISTICS

5.6.2.1 The Optional Daily Usage File will be distributed to Telepak via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI 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 a maximum of one dataset per workday per OCN.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Telepak for the purpose of data transmission. Where a dedicated line is required, Telepak will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Telepak 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 Telepak. Additionally, all message toll charges associated with the use of the dial circuit by Telepak will be the responsibility of Telepak. 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 Telepak end for the purpose of data transmission will be the responsibility of Telepak.

5.6.3 PACKING SPECIFICATIONS

5.6.3.1 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.

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

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

5.6.4.1 Telepak 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 ATIS EMI Error Codes will be used. Telepak will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Telepak by BellSouth.

5.6.5 CONTROL DATA

Telepak will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Telepak received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Telepak for reasons stated in the above section.

5.6.6 TESTING

- 5.6.6.1 Upon request from Telepak, BellSouth shall send test files to Telepak for the Optional Daily Usage File. The parties agree to review and discuss the file's content and/or format. For testing of usage results, BellSouth shall request that Telepak set up a production (LIVE) file. The live test may consist of Telepak's employees making test calls for the types of services Telepak requests on the Optional Daily Usage File. These test calls are logged by Telepak, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. Access Daily Usage File

- 6.1. Upon written request from Telepak, BellSouth will provide the Access Daily Usage File (ADUF) service to Telepak pursuant to the terms and conditions set forth in this section.
- 6.2 Telepak shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 6.3 The Access Daily Usage Feed will contain access messages associated with an unbundled port that Telepak has purchased from BellSouth.
- 6.4 Charges for delivery of the Access Daily Usage File will appear on Telepak's monthly bills. The charges are as set forth in Attachment 11 of this Agreement. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.5 Messages that error in the billing system of Telepak will be the responsibility of Telepak. If, however, Telepak should encounter significant volumes of errored messages that prevent processing by Telepak within its systems, BellSouth will work with Telepak to determine the source of the errors and the appropriate resolution.

6.6 USAGE TO BE TRANSMITTED

- 6.6.1 The following messages recorded by BellSouth will be transmitted to Telepak:

Interstate and intrastate access records associated with an unbundled port.

Undetermined jurisdiction access records associated with an unbundled port.

- 6.6.2 When Telepak purchases Unbundled Network Element (UNE) ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from UNE and carried by Interexchange Carrier:

BellSouth will bill UNE element to CLEC and send access record to the CLEC via ADUF

Originating from UNE and carried by BellSouth (Telepak is BellSouth's toll customer):

BellSouth will bill resale toll rates to Telepak and send toll record for the end user toll billing purposes via ODUF. Access record will be sent to Telepak via ADUF.

Terminating on UNE and carried by Interexchange Carrier:

BellSouth will bill UNE element to Telepak and send access record to Telepak.

Terminating on UNE and carried by BellSouth:

BellSouth will bill UNE element to Telepak and send access record to Telepak.

- 6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to Telepak.

- 6.6.4 In the event that Telepak detects a duplicate on the Access Daily Usage File they receive from BellSouth, Telepak will drop the duplicate message. (Telepak will not return the duplicate to BellSouth.)

6.6.5 PHYSICAL FILE CHARACTERISTICS

- 6.6.5.1 The Access Daily Usage File will be distributed to Telepak via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 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 a maximum of one dataset per workday per OCN.

- 6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and Telepak for the purpose of data transmission. Where a dedicated line is required, Telepak will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. Telepak 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 Telepak. Additionally, all message toll charges associated with the use of the dial circuit by Telepak will be the responsibility of Telepak. 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 Telepak end for the purpose of data transmission will be the responsibility of Telepak.

6.6.6 PACKING SPECIFICATIONS

- 6.6.6.1 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.

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

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

- 6.6.7.1 Telepak 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 ATIS EMI Error Codes will be

used. Telepak will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to Telepak by BellSouth.

6.6.8 CONTROL DATA

Telepak will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate Telepak received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by Telepak for reasons stated in the above section.

6.6.9 TESTING

6.6.9.1 Upon request from Telepak, BellSouth shall send test files to Telepak for the Access Daily Usage File. The parties agree to review and discuss the file's content and/or format.

7. Enhanced Optional Daily Usage File

7.1 Upon written request from Telepak, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to Telepak pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

7.2 Telepak shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.

7.3 The Enhanced Optional Daily Usage File will contain billable messages that were carried over the BellSouth Network and processed in the BellSouth Billing System, but billed to a Telepak customer.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on Telepak's monthly bills. The charges are as set forth in Attachment 11 of this Agreement.

7.4 All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

7.6 The following specifications shall apply to the EODUF.

7.6.1 USAGE TO BE TRANSMITTED

7.6.1.1 The following messages recorded by BellSouth will be transmitted to Telepak:

Customer usage data for flat rated local call originating from CLEC end user lines (1FB or 1FR). The EODUF record for flat rate messages will include:

Date of Call
From Number
To Number
Connect Time
Conversation Time
Method of Recording
From RAO
Rate Class
Message Type
Billing Indicators
Bill to Number

7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to Telepak.

7.6.1.3 In the event that Telepak detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, Telepak will drop the duplicate message (Telepak will not return the duplicate to BellSouth).

7.6.2 PHYSICAL FILE CHARACTERISTICS

7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to Telepak over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among Telepak's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).

7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and Telepak for the purpose of data transmission. Where a dedicated line is required, Telepak will be responsible for ordering the circuit, overseeing

its installation and coordinating the installation with BellSouth. Telepak 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 Telepak. Additionally, all message toll charges associated with the use of the dial circuit by Telepak will be the responsibility of Telepak. 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 Telepak end for the purpose of data transmission will be the responsibility of Telepak.

7.6.3 PACKING SPECIFICATIONS

7.6.3.1 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.

7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to Telepak which BellSouth RAO that is sending the message. BellSouth and Telepak will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by Telepak and resend the data as appropriate.

The data will be packed using ATIS EMI records.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Attachment 8

**Rights-of-Way, Conduits and
Pole Attachments**

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

Pursuant to terms and conditions negotiated between Telepak and BellSouth's Competitive Structure Provisioning Center and pursuant to 47 U.S.C. § 224, BellSouth will provide nondiscriminatory access to poles, ducts, conduit, and rights-of-way owned or controlled by BellSouth.

Attachment 9

Bona Fide Request/New Business Request Process

02/23/99

BONA FIDE REQUEST/NEW BUSINESS REQUEST PROCESS

The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

- 1.0 Bona Fide Request/New Business Requests are to be used when Telepak makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Telecommunications Act of 1996; or to provide a new or custom capability or function to meet Telepak's business needs, referred to as a Business Opportunity Request (BOR). The BFR process is intended to facilitate the two way exchange of information between the requesting Party and BellSouth necessary for accurate processing of requests in a consistent and timely fashion.
- 1.1 A Bona Fide Request/New Business Request shall be submitted in writing by Telepak 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 Telepak'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 Telepak's Account Executive.

Attachment 10

Performance Measurements

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The rates, terms and conditions contained within this Attachment were negotiated as a whole and each rate, term and condition within the Attachment is interdependent upon the other rates, terms and conditions.

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* These reports are subject to change due to regulatory requirements and/or to correct errors, etc.

PRE-ORDERING AND ORDERING OSS

Function:	Average Response Interval for Pre-Ordering and Ordering Legacy Information & OSS Interface Availability
Measurement Overview:	As an initial step of establishing service, the customer service agent must establish such basic facts as availability of desired features, likely service delivery intervals, the telephone number to be assigned, product and feature availability, and the validity of the street address. Typically, this type of information is gathered from the supporting OSS's while the customer (or potential customer) is on the telephone with the customer service agent. This information may be gathered via stand-alone pre-order inquiries or as part of the ordering function. Pre-ordering/ordering activities are the first contact that a customer may have with a CLEC. This measure is designed to monitor the time required for the CLEC interface systems to obtain from legacy systems the pre-ordering/ordering information necessary to establish and modify service. This measurement also captures the availability percentages for the BST systems that the CLEC uses during pre-ordering and ordering. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience.
Measurement Methodology:	<p>1. Average OSS Response Interval = $\text{Sum}[(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})] / (\text{Number of Legacy Requests During the Reporting Period})$</p> <p>The response interval for retrieving pre-order/order information from a given legacy is determined by summing the response times for all requests (contracts) submitted to the legacy during the reporting period and then dividing by the total number of legacy requests for the reporting period. The response interval starts when the client application (LENS for CLECs; RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period that take less than 2.3 seconds and the number that take more than 6 seconds are also captured.</p> <p>Definition: Average response time for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs).</p> <p>2. OSS Interface Availability = $(\text{Actual Availability}) / (\text{Scheduled Availability}) \times 100$</p> <p>Definition: Percent of time OSS interface is actually available compared to scheduled availability. Availability percentages for CLEC interface systems and for all legacy systems accessed by them are captured.</p>

PRE-ORDERING AND ORDERING OSS

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • Not CLEC specific. • Not product service specific. • Regional Level 	<ul style="list-style-type: none"> • None
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope 	<ul style="list-style-type: none"> • Report Month • Legacy contract type (per reporting dimension) • Response interval • Regional Scope

LEGACY SYSTEM ACCESS TIMES FOR RNS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x
OASIS	OASISNET	Feature/Svc	x	x	x	x
OASIS	OASISBSN	Feature/Svc	x	x	x	x
OASIS	OASISCAR	Feature/Svc	x	x	x	x
OASIS	OASISLPC	Feature/Svc	x	x	x	x
OASIS	OASISMTN	Feature/Svc	x	x	x	x
OASIS	OASISOCP	Feature/Svc	x	x	x	x

LEGACY SYSTEM ACCESS TIMES FOR LENS

System	Contract	Data	< 2.3 sec	> 6 sec	Avg. Sec	# of Calls
RSAG	RSAGTEN	Address	x	x	x	x
RSAG	RSAGADDR	Address	x	x	x	x
ATLAS	ATLASTN	TN	x	x	x	x
DSAP	DSAPDDI	Schedule	x	x	x	x
HAL	HALCRIS	CSR	x	x	x	x
COFFI	COFIUSOC	Feature/Svc	x	x	x	x
P/SIMS	PSIMSORB	Feature/Svc	x	x	x	x

PRE-ORDERING AND ORDERING OSS

OSS Interface Availability

OSS Interface	% Availability
LENS	X
LEO Mainframe	X
LEO UNIX	X
LESOG	X
EDI	X
HAL	X
BOCRIS	X
ATLAS-COFFI	X
RSAG DSAP	X
SOCS	X

ORDERING

Function:	Ordering
Measurement Overview:	When a customer calls their service provider, they expect to get information promptly regarding the progress on their order(s). Likewise, when changes must be made, such as to the expected delivery date, customers expect that they will be immediately notified so that they may modify their own plans. The order status measurements monitor, when compared to applicable BST results, that the CLEC has timely access to order progress information so that the customer may be updated or notified when changes and rescheduling are necessary.
Measurement Methodology:	<p>1. Percent Flow-through Service Requests = Σ (Total Number of valid Service Requests that flow-through to the BST OSS) / (Total Number of valid Service Requests delivered to BST OSS) X 100.</p> <p>Definition: <u>Percent Flow-through Service Requests</u> measures the percentage of orders submitted electronically that utilize BSTs' OSS without manual (human) intervention.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized tracking for flow-through service requests and manual SOER error audit reports (3/31/98). Mechanized tracking for SOER errors and flow-through (4/30/98). • BST mechanized order tracking. <p>2. Percent Rejected Service Requests = Σ (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100.</p> <p>Definition: <u>Percent Rejected Service Requests</u> is the percent of total orders received rejected due to error or omissions.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Manual tracking for non flow-through service requests • Mechanized tracking for flow-through service requests • BST retail report not applicable. <p>3. Reject Interval = Σ [(Date and Time of Service Request Rejection) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Rejected in Reporting Period). Requests are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.</p> <p>Definition: <u>Reject Interval</u> is the average reject time from receipt of service order request to distribution of rejection.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable.

ORDERING

Measurement Methodology:	<p>4. Firm Order Confirmation Timeliness = Σ [(Date and Time of Firm Order Confirmation) - (Date and Time of Service Request Receipt)] / (Number of Service Requests Confirmed in Reporting Period)</p> <p>Definition: Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid service order request to distribution of order confirmation. Results are provided based on four (4) hour increments within a 24 hour period, along with the percent greater than 24 hours.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Non-Mechanized Results are based on actual data from all orders. • Mechanized Results are based on actual data for all orders from the OSS. • BST retail report not applicable. <p>5. Speed of Answer in Ordering Center = Σ (Total time in seconds to reach LCSC) / (Total # of Calls) in Reporting Period.</p> <p>Definition: Measures the average time to reach a BST representative. This can be an important measure of adequacy in a manual environment or even in a mechanized environment where CLEC service representatives have a need to speak with their BST peers.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor. • Mechanized tracking through BST retail center support systems.
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ORDERING

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate (Where Applicable) • State, Region and further geographic disaggregation as required by State Commission Order. • ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. • Resale Res and Bus reporting categories require adherence to OBF standard • "Other" category reflects service requests which do not have service class code populated. • Dispatch, No Dispatch ≤ 10 and ≥ 10 Circuit Categories not available in a pre completion order mode. 	<ul style="list-style-type: none"> • Firm Order Confirmation Interval: Invalid Service Requests, and orders received outside of normal business hours • Percent Flow-through Service Requests: Rejected Service Requests • % Rejected Service Requests: Service Requests canceled by the CLEC • Supplements on Manual Orders
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic disaggregation as required by State Commission Order. 	<ul style="list-style-type: none"> • Report Month • Interval for FOC • Reject Interval • Total number of LSRs • Total number of Errors • Adjusted Error Volume • Total number of flow through service requests • Adjusted number of flow through service requests • State, Region and further geographic disaggregation as required by State Commission Order.

PROVISIONING

Function:	Average Completion Interval and Order Completion Interval Distribution
Measurement Overview:	<p>The "average completion interval" measure monitors the time required by BST to deliver integrated and operable service components requested by the CLEC, regardless of whether resale services or unbundled network elements are employed. When the service delivery interval of BST is measured for comparable services, then conclusions can be drawn regarding whether or not CLECs have a reasonable opportunity to compete for customers. The "order completion interval distribution" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer. In addition, when monitored over time, the "average completion interval" and "percent completed on time" may prove useful in detecting developing capacity issues.</p>
Measurement Methodology:	<p>1. Average Completion Interval = $\Sigma [(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})] / (\text{Count of Orders Completed in Reporting Period})$</p> <p>2. Order Completion Interval Distribution = $\Sigma (\text{Service Orders Completed in "X" days}) / (\text{Total Service Orders Completed in Reporting Period}) \times 100$</p> <p>The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST issues a FOC or SOC's date time stamp receipt of a order from the CLEC to BST's actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period.</p> <p>The distribution of completed orders is determined by first counting, for each specified reporting dimension, the total numbers of orders completed within the reporting interval and the interval between the issue date of each order and the completion date. For each reporting dimension, the resulting count of orders completed for each specified time period following the issue date is divided by the total number of orders completed with the resulting fraction expressed as a percentage. D&F orders are excluded from this measurement. BellSouth does not have established intervals for these orders. The customer chooses their disconnect date including 0 day disconnect.</p> <p>Definition: Average time from issue date of service order to actual order completion date.</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized metric from ordering system.

PROVISIONING

Function:	Held Order Interval Distribution and Mean Interval
Measurement Overview:	When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders.
Measurement Methodology:	<p>1. Mean Held Order Interval = Σ (Reporting Period Close Date - Committed Order Due Date) / (Number of Orders Pending and Past The Committed Due Date) for all orders pending and past the committed due date.</p> <p>This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as "completed" via a valid completion notice and have passed the currently "committed completion date" for the order. <i>Held orders due to end-user reasons are included and identified in this report.</i> For each such order the number of calendar days between the committed completion date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held, if identified. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.</p> <p>2. Held Order Distribution Intervals</p> <p>(# of Orders Held for ≥ 90 days) / (Total # of Orders Pending But Not Completed) X 100.</p> <p>(# of Orders Held for ≥ 15 days) / (Total # of Orders Pending But Not Completed) X 100.</p> <p>This "percentage orders held" measure is complementary to the held order interval but is designed to reflect orders continuing in a "non-completed" state for an extended period of time. Computation of this metric utilizes a subset of the data accumulated for the "held order interval" measure. All orders, for which the "held order interval" equals or exceeds 90 or 15 days are counted, unless otherwise noted as an exclusion. The total number of pending and past due orders are counted (as was done for the held order interval) and divided into the count of orders held past 90 or 15 days.</p> <p>Definition: Average time orders continue in a "non-complete" state for an extended period of time.</p> <p>Methodology:</p> <ul style="list-style-type: none"> Mechanized metric from ordering system.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement. • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order 	<ul style="list-style-type: none"> • Report Month • Average Held Order Interval • Standard Error for the Average Held Order Interval • Service Type • Hold Reason • State, Region and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice.
Measurement Overview:	When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. There is no equivalent BST analog for Average Jeopardy & Percent Orders Given Jeopardy Notices.
Measurement Methodology:	<p>3a. Average Jeopardy Interval = $[(\text{Date and Time of Scheduled Due Date on Service Order}) - (\text{Date and Time of Jeopardy Notice})] / [\text{Number of Orders in Jeopardy in Reporting Period}]$.</p> <p>3b. Numbers of Orders Given Jeopardy Notices in Reporting Period/Number of Orders Completed in Reporting Period.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • State, Region and further geographic disaggregation as required by State Commission Order • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE 	<ul style="list-style-type: none"> • Any order canceled by the CLEC will be excluded from this measurement • Orders held for CLEC end user reasons
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Date and Time Jeopardy Notice sent • Committed Due Date • Service Type 	<ul style="list-style-type: none"> • No BST Analog Exists

PROVISIONING

Function:	Installation Timeliness, Quality & Accuracy
Measurement Overview:	The "percent missed installation appointments" measure monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities.
Measurement Methodology:	<p>4. Percent Missed Installation Appointments = Σ (Number of Orders missed in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100</p> <p>Percent Missed Installation Appointments is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. <i>Missed Appointments caused by end-user reasons will be included and reported separately</i></p> <p>Definition: Percent of orders where completion's are not done by due date. See "Exclude Situations" for orders not included in this measurement</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized metric from ordering system <p>5. % Provisioning Troubles within 30 days of Service Order Activity = Σ (Trouble reports on all completed orders \leq 30 days following service order(s) completion) / (All Service Orders in a calendar month) X 100</p> <p>Definition: Measures the quality and accuracy of completed orders</p> <p>Methodology:</p> <ul style="list-style-type: none"> • Mechanized metric from ordering and maintenance systems.

PROVISIONING

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Orders canceled by the CLEC • Order Activities of BST associated with internal or administrative use of local services.
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region, and further geographic dissagregation as required by State Commission Order 	<ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Status Notice Time • Standard Order Activity • State, Region, and further geographic dissagregation as required by State Commission Order

PROVISIONING

Function:	Coordinated Customer Conversions
Measurement Overview:	This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement only applies to service orders with and without LNP, with and without INP and where the CLEC has requested BST to provide a coordinated cut-over.
Measurement Methodology:	6. Average Coordinated Customer Conversion Interval = $\left[\sum ((\text{Completion Date and Time for Cross Connection of an Unbundled Loop}) - \text{Disconnection Date and Time of an Unbundled Loop}) \right] / \text{Total Number of Unbundled Loop Orders for the reporting period.}$

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • State, Region and further geographic disaggregation as required by State Commission Order • Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • An order canceled by the CLEC will be excluded from this measurement. • Delays due to CLEC following disconnection of the unbundled loop • Any order where the CLEC has not requested a coordinated cut over • Unbundled Loops where there is no existing subscriber loop
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Committed Due Date • Service Type • Cutover Start Time • Cutover Completion time • Portability start and completion times (INP orders) 	<ul style="list-style-type: none"> • No BST Analog Exists

Coordinated Customer Conversions

	Average Interval
CLEC	
UNE Loops without LNP	X
UNE Loops with LNP	X
UNE Loops without INP	X
UNE Loops with INP	X

PROVISIONING

Function:	Average Completion Notice Interval
Measurement Overview:	The receipt of a completion notice by the CLEC from BST informs the carrier that their formal relationship with a customer has begun. This is useful to the CLEC in that it lets them know that they can begin with activities such as billing the customer for service.
Measurement Methodology:	<p>7. Average Completion Notice Interval = $\Sigma[(\text{Date \& Time of Notice of Completion}) - (\text{Date \& Time of Work Completion})] / (\text{Number of Orders Completed in Reporting Period})$</p> <p>Definition: The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. There is no equivalent BST Retail Measurement.</p>

Reporting Dimensions:	Excluded Situations:
• Under Development	• Under Development
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
• Under Development	• N/A

MAINTENANCE & REPAIR

Function:	OSS Response Interval
Measurement Overview:	This measure is designed to monitor the time required for the CLEC interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. This measure also addresses the availability of the OSS interface for repair and maintenance.
Measurement Methodology:	<p>1. OSS Interface Availability = (Actual Availability)/(Scheduled Availability) X 100</p> <p>Definition: This measure shows the percentage of time the OSS interface is actually available compared to scheduled availability. Availability percentages for the CLEC and BST interface systems and for legacy systems accessed by them are captured.</p> <p>Methodology: Mechanized reports from OSSs.</p> <p>2. OSS Response Interval = Access Times in Increments of Less Than or Equal to 4 Seconds, Greater Than 4 Seconds but Less Than or Equal to 10 Seconds, Less Than or Equal to 10 Seconds, Greater Than 10 Seconds, or Greater Than 30 Seconds.</p> <p>Definition: Response intervals are determined by subtracting the time a request is submitted from the time the response is received. Percentages of requests falling into the categories listed above are reported, along with the actual number of requests falling into those categories. This measure provides a method to compare BST and CLEC response times for accessing the legacy data needed for maintenance & repair functions.</p> <p>Methodology: Mechanized reports from OSSs.</p>

Function:	Average Answer Time - Repair Centers
Measurement Overview:	This measure monitors that BST's handling of support center calls from CLECs are comparable with support center calls by BST's retail customers.
Measurement Methodology:	<p>1. Average Answer Time for BST's Repair Centers = (Total time in seconds for BST's Repair Centers response) / (Total number of calls) by reporting period</p> <p>Definition: This measure demonstrates an average response time for the CLEC to contact a BST representative.</p> <p>Methodology: Mechanized report from Repair Centers Automatic Call Distributors.</p>

MAINTENANCE & REPAIR

Function:	Missed Repair Appointments
Measurement Overview:	When the data for this measure is collected for BST and a CLEC it can be used to compare the percentage of accurate estimates of the time required to complete service repairs for BST and the CLEC.
Measurement Methodology:	<p>2. Percentage of Missed Repair Appointments = (Count of Customer Troubles Not Resolved by the Quoted Resolution Time and Date) / (Count of Customer Trouble Tickets Closed) X 100.</p> <p>Definition: Percent of trouble reports not cleared by date and time committed. Note: Appointment intervals vary with force availability in the POTS environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.</p> <p>Methodology: Mechanized metric from maintenance database(s).</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale – Residence • Resale – Business • Resale – Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request • BST trouble reports associated with internal or administrative service
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order 	<ul style="list-style-type: none"> • Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

MAINTENANCE & REPAIR

Function:	Customer Trouble Report Rate
Measurement Overview:	This measure can be used to establish the frequency (rate) of customer trouble reports and employed to compare CLEC with BST results.
Measurement Methodology:	<p>1. Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in Service at End of the Report Period) X 100. Note: Local Interconnection Trunks are reported only as total troubles.</p> <p>The Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total number of "service access lines" existing for CLECs and BST respectively at the end of the report period.</p> <p>Definition: Initial and repeated customer direct or referred troubles reported within a calendar month (Where cause is not in carrier equipment) per 100 lines/circuits in service.</p> <p>Methodology: Mechanized metric for trouble reports and lines in service.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Product Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale - Residence • Resale - Business • Resale - Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period 	<ul style="list-style-type: none"> • Report Month • BST Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order • # Service Access Lines in Service at end of period

MAINTENANCE & REPAIR

Function:	Quality of Repair & Time to Restore
Measurement Overview:	This measure, when collected for both the CLEC and BST and compared, monitors that CLEC maintenance requests are cleared comparably to BST maintenance requests.
Measurement Methodology:	<p>3. Maintenance Average Duration = (Total Duration Time from the Receipt to the Clearing of Trouble Reports) / (Total Closed Troubles) in reporting period</p> <p>4. Percent Repeat Troubles within 30 Days = (Total Repeated Trouble Reports within 30 Days) / (Total Closed Troubles) in reporting period X 100</p> <p>5. Out of Service (OOS) > 24 Hours = (Total Troubles OOS > 24 Hours) / (Total OOS Troubles) X 100</p> <p>Definition: For Out of Service Troubles (no dial tone, cannot be called or cannot call out): the percentage of troubles cleared in excess of 24 hours.</p> <p>For Percent Repeat Trouble Reports within 30 Days: Trouble reports on the same line/circuit as a previous trouble report within the last 30 calendar days as a percent of total troubles reported.</p> <p>For Average Duration: Average time from the receipt of a trouble until the trouble is cleared.</p> <p>Methodology: Mechanized metric from maintenance database(s).</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate • State, Region and further geographic dissagregation as required by State Commission Order • Reporting Levels <ul style="list-style-type: none"> • Interconnection Trunks • Resale - Residence • Resale - Business • Resale - Design • UNE Design • UNE Non Design 	<ul style="list-style-type: none"> • Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Ticket Number • Ticket Submission Date • Ticket Submission Time • Ticket Completion Time • Ticket Completion Date • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order... 	<ul style="list-style-type: none"> • Report Month • Total Troubles • Percentage of Customer Troubles Out of Service > 24 Hours • Total and Percent Repeat Trouble Reports with 30 Days • Total Duration Time • Service Type • Disposition and Cause (Non-Design/Non-Special only) • State, Region and further geographic dissagregation as required by State Commission Order

BILLING

Function:	Invoice Accuracy & Timeliness
Measurement Overview:	The accuracy of billing invoices delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	<p>1. Invoice Accuracy = $\frac{[(\text{Total Billed Revenues during current month}) - (\text{Total Adjustment Revenues during current month})]}{\text{Total Billed Revenues during current month}} \times 100$</p> <p>This measure provides the percentage accuracy of the billing invoices for a CLEC by dividing the difference between the total billed revenue and total adjustment revenues by the total billed revenues during the current month.</p> <p>2. Mean Time to Deliver Invoices = $\frac{\sum [(\text{Invoice Transmission Date}) - (\text{Date of Scheduled Bill Close})]}{\text{Count of Invoices Transmitted in Reporting Period}}$</p> <p>This measure provides the mean interval for billing invoices. CRIS-based invoices should be released for delivery within six (6) workdays, and CABS-based invoices should be released for delivery within eight (8) calendar days.</p> <p>Objective: Measures the percentage of accuracy and mean interval for timeliness of billing records delivered to CLECs in an agreed upon format.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate 	<ul style="list-style-type: none"> • Any invoices rejected due to formatting or content errors • Adjustments not related to billing errors (e.g., credits for service outage)
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Monthly • Invoice Type <ul style="list-style-type: none"> ■ Resale ■ Unbundled Element Invoices (UNE) ■ Interconnection 	<ul style="list-style-type: none"> • Report Monthly • Retail Type <ul style="list-style-type: none"> ■ CRIS ■ CABS

BILLING

Function:	Usage Data Delivery Accuracy, Timeliness & Completeness
Measurement Overview:	The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. Producing and comparing this measurement result for both the CLEC and BST allows a determination as to whether or not parity exists.
Measurement Methodology:	<p>1. Usage Data Delivery Accuracy = (Total number of usage data packs sent during current month) - (Total number of usage data packs requiring retransmission during current month) / Total number of usage data packs sent during current month</p> <p>This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission.</p> <p>2. Usage Data Delivery Completeness = (Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message(usage record) create date) / (Total number of Recorded usage records delivered during the current month)</p> <p>This measurement provides percentage of recorded usage data (BellSouth recorded and usage recorded by other carriers) processed and transmitted to the CLEC within thirty (30) days of the message (usage record) create date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS.</p> <p>3. Usage Data Delivery Timeliness = (Total number of usage records sent within six(6) calendar days from initial recording/receipt) / (Total number of usage records sent)</p> <p>This measurement provides percentage of recorded usage data(BellSouth recorded and usage recorded by other carriers) delivered to the appropriate CLEC within six (6) calendar days from initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS.</p> <p>Objective: The purpose of these measurements is to demonstrate the level of quality and timeliness of processing and transmission of both types of usage data (BellSouth recorded and usage recorded by other carriers) to the appropriate C.</p> <p>Methodology: The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. Timeliness and completeness measures are reported on the same report.</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate 	<ul style="list-style-type: none"> • None
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ■ BellSouth Recorded ■ Non-BellSouth Recorded 	<ul style="list-style-type: none"> • Report Monthly • Record Type

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Function:	Speed to Answer Performance
Measurement Overview:	The speed of answer delivered to CLEC retail customers, when BST provides Operator Services with Toll Assisted Calls or Directory Assistance on behalf of the CLEC, must be substantially the same as the speed of answer that BST delivers to its own retail customers, for equivalent local services. The same facilities and operators are used to handle BST and CLEC customer calls, as well as inbound call queues that will not differentiate between BST & CLEC service.
Measurement Methodology:	<p>1. Average Speed to Answer (Toll) = $\Sigma (\text{Total Call Waiting Seconds}) / (\text{Total Calls Served})$</p> <p>2. Percent Answered within "X" Seconds (Toll) = Derived by converting the Average Speed to Answer (Toll) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than thirty seconds.</p> <p>3. Average Speed to Answer (DA) = $\Sigma (\text{Total Call Waiting Seconds}) / (\text{Total Calls Served})$</p> <p>4. Percent Answered within "X" Seconds (DA) = Derived by converting the Average Speed to Answer (DA) using BellCore Statistical Answer Conversion Tables, to arrive at a percent of calls answered in less than twenty seconds.</p> <p>Definition: Measurement of the average time in seconds calls wait before answer by a Toll or DA operator and the percent of Toll or DA calls that are answered in less than a predetermined time frame.</p> <p>Methodology: The Average Speed to Answer for Toll and DA is provided today from monthly system measurement reports, taken from the centralized call routing switches. The "Total Call Waiting Seconds" is a sub-component of this measure, which BellSouth systems calculate by monitoring the total number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The "Total Calls Served" is the other sub-component of this measure, which BellSouth systems record as the total number of calls handled by Operator Services Toll or DA centers.</p> <p>The Percent Answered within thirty and twenty seconds measurement for Toll and DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within thirty twenty seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, # of operators, max queue size and call abandonment rates.</p> <p>Current BellSouth call center switch technology and business operations do not provide mechanized measurements differentiating between human versus machine call answer processing methods.</p>

OPERATOR SERVICES: TOLL ASSISTANCE AND DIRECTORY ASSISTANCE (Toll, DA)

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none">• Toll Assistance (Toll) in Aggregate• Directory Assistance (DA) in Aggregate• State	<ul style="list-style-type: none">• Calls abandoned by customers prior to answer by the BST Toll or DA operator
Data Retained (On Aggregate Basis):	
<ul style="list-style-type: none">• Month• Call Type (Toll or DA)• Average Speed of Answer	

E911

Function:	Timeliness and Accuracy
Measurement Overview:	<ul style="list-style-type: none"> • BellSouth's goal is to maintain 100% accuracy in the E911 database for all its CLEC resale and retail customers by correctly processing all orders for E911 database updates. The E911 database update process ensures that the CLECs' updates are handled in parity with BST's updates. BST uses Network Data Mover (NDM) to transmit both CLEC resale and BST retail E911 updates to SCC (third party E911 database vendor) once per day for the entire region. No processing distinctions are made between CLEC records and BST records. SCC's goal is to process these updates within 24 hours. • CLECs ordering unbundled switching and facilities-based CLEC E911 providers are responsible for the accuracy of their data that is input into the E911 database. Facilities-based CLEC record updates are transmitted by the CLEC directly to SCC without any BST involvement and are not included in the monthly SQM reports. • When BST retail or resale records experience errors in SCC's system, the errors are handled by either BST or SCC and processed within 24 hours. • BellSouth in conjunction with SCC provides accuracy and timeliness measurements for BST and its CLEC resale customers.
Measurement Methodology:	<p>1. E911 Timeliness = [(Number of Record Updates) / (Number of Submitted Record Updates)] X 100</p> <p>Definition: Measures the percentage of E911 database updates processed within a 24-hour period. Based upon completed service order activity within the 24 hour period, one batch per end office is transmitted daily by BST to SCC.</p> <p>Methodology: Mechanized metric from SCC's E911 database.</p> <p>2. E911 Accuracy = [(Number of Record Updates with No Initial Errors) / (Total Number of Record Updates)] X 100</p> <p>Definition: Measures the percentage of E911 database updates processed by SCC with no initial errors.</p> <p>Methodology: Mechanized metric from SCC's 911 database.</p> <p>3. E911 Mean Interval = E911 Mean Interval = Sum [(Date and Time of E911 Service Request Completion) - (Date and Time of E911 Service Request Acknowledgement)] / (Number of Service Requests Completed in Reporting Period)</p> <p>Definition: Measures the mean interval of E911 database updates.</p> <p>Methodology: Mechanized metric from SCC's E911 database</p>

E911

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> • BST Aggregate (Includes CLEC resale customers) • State, Region and further geographic disaggregation as required by State Commission Order 	<ul style="list-style-type: none"> • Any order canceled by the CLEC • Order Activities of BST associated with internal or administrative use of local services • Facilities-based CLEC Orders
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date • Order Submission Time • Error Type • Error Notice Date • Error Notice Time • Standard Order Activity • State, Region and further geographic disaggregation as required by State Commission Order 	<ul style="list-style-type: none"> • Report Month • Error Type • Average number of error • Standard Order Activity • State, Region and further geographic disaggregation as required by State Commission Order

TRUNK GROUP PERFORMANCE

Function:	Interconnection Trunk Performance
Measurement Overview:	In order to ensure quality service to the CLECs as well as protect the integrity of the BST network, BST collects traffic performance data on the trunk groups interconnected with the CLECs as well as all other trunk groups in the BST network.
Measurement Methodology:	<p>1. Trunk Group Service Summary: Contains the service performance results of all final trunk groups (both BST administered trunk groups and CLEC administered trunk groups) between Point of Termination (POT) and BST tandems or end offices, by region, by CLEC, CLEC Aggregate, and BST aggregate.</p> <p>Specifically measures the total number of trunk groups, number of trunk groups measured, and the number of trunk groups which exceed the blocking threshold during their busy hours.</p> <p>2. Trunk Group Service Detail: Provides a detailed list of all final trunk groups between POTs and BST end offices or tandems (A-end and Z-end for BST Local trunks) including the actual blocking performance when blocking exceeds the measured blocking threshold. The blocking performance includes the observed blocking number for a particular Trunk Group Serial Number (TGSN).</p> <p>Blocking thresholds for all trunk groups are 3%, except BST CTTG, which is 2%</p> <p>Measured Blocking = $\frac{(\text{Total number of Blocked Calls})}{(\text{Total number of Attempted Calls})} \times 100$</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> BST Trunk Group Aggregate CLEC Trunk Group Aggregate CLEC Trunk Group Specific State, Region and further geographic disaggregation as required by State Commission Order 	<ul style="list-style-type: none"> Trunk Groups for which valid traffic data measurement unavailable.
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> Report Month Total Trunk Groups Total Trunk Group for which data available Threshold exceptions Exceptions percent of the total State, Region and further geographic disaggregation as required by State Commission Order Exception Trunk detail 	<ul style="list-style-type: none"> Report Month Total Trunk Groups Total Trunk Group for which data available Threshold exceptions Exceptions percent of the total State, Region and further geographic disaggregation as required by State Commission Order Exception Trunk detail

TRUNK GROUP PERFORMANCE

Trunking Definitions

Field Name	Description	Data Type
Switch	Identifier for the BellSouth end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
POT	Identifier for the CLEC Point of Termination(POT) of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
TGSN	Unique trunk group identifier. (Trunk Group Serial Number)	AlphaNum(8)
TANDEM	Identifier for the BellSouth Tandem end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
END OFFICE	Identifier for the BellSouth End Office of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
A-END	Identifier for the BellSouth Originating/Low Alpha end of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(11)
Z-END	Identifier for the BellSouth Terminating/High Alpha end of the Trunk Group. Part of 37 character Common Location Language Identifier(CLLI) code.	AlphaNum(11)
DESCRPT	Describes function/operation of the Trunk Group. Part of 37 character Common Language Location Identifier(CLLI) code.	AlphaNum(15)
OBSVD BLKG	Blocking ratio determined from traffic data measurement.(Total number of calls blocked/Total number of calls attempted)	Numeric
HR	Time of day when the maximum observed blocking was recorded.	Numeric
TKS	Total number of trunks in service in a trunk group	Numeric
VAL DAYS	Total number of valid days of measurement	Numeric
NBR RPTS	Number of consecutive monthly reports for which the trunk group exceeded the measured blocking threshold	Numeric(2)
RMKS	Cause of blocking and/or release plan	AlphaNum

Collocation

Function:	Response Interval, Provisioning Interval and Timeliness for Providing Collocation Space to a CLEC in a BellSouth Central Office.
Measurement Overview:	Collocation is the placement of customer-owned equipment in BellSouth Central Offices for interconnecting to BellSouth's tariffed services and unbundled network elements. BellSouth offers both Virtual and Physical Collocation and will report its performance on these offerings separately. The milestones in the process for which measurements will be provided are: the average time to respond to a request after we have the complete application; the average time between receiving the bona fide firm order until the space is made available to the CLEC; and the percentage of due dates on firm orders missed.
Measurement Methodology:	<p>1. Average Response Time = Σ (Request Response Date & Time) - (Request Submission Date & Time) / Count of Responses Returned in Reporting Period.</p> <p>Definition: Measures the average time from the receipt of a complete and accurate Collocation Request (including receipt of Application Fees) to the date BellSouth responds in writing.</p> <p>Methodology: Manual</p> <p>2. Average Arrangement Time = Σ (Date & Time Collocation Arrangement is Complete) - (Date & Time Order for Collocation Arrangement submitted) / Total Numbers of Collocation Arrangements Completed during Reporting Period.</p> <p>Definition: Measures the Average Time from the receipt of complete and accurate Firm Order (including Fees) to date BellSouth completes the Collocation Arrangement [Called "BellSouth complete date". Assumes space and construction complete and network infrastructure complete.]</p> <p>Methodology: Manual</p> <p>3. % of Due Dates Missed = (Number of Orders not completed w/ ILEC committed Due Date during reporting period) / (Number of Orders completed in reporting period) X 100.</p> <p>Definition: Measures the percent of Collocation space request, including construction and network infrastructure, that are not complete on the due date.</p> <p>Methodology: Manual</p>

Reporting Dimensions:	Excluded Situations:
<ul style="list-style-type: none"> State, Region and further geographic disaggregation as required by State Commission Order Virtual Physical 	<ul style="list-style-type: none"> Any order canceled by the CLEC Time for BST to obtain any permits Collocation contract negotiations
Data Retained Relating to CLEC Experience:	Data Retained Relating to BST Performance:
<ul style="list-style-type: none"> Report Month CLEC Order Number Application Submission Date Firm Order Submission Time Space Acceptance Date 	<ul style="list-style-type: none"> Report Month Application Application Response Firm Order BST Completion Date

Appendix A: Reporting Scope

Standard Service Groupings	<p><u>Pre-Order, Ordering</u></p> <ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Special • Local Interconnection Trunks • UNE • UNE - Loops w/LNP <p><u>Provisioning</u></p> <ul style="list-style-type: none"> • UNE Non-Design • UNE Design • UNE Loops w/LNP • Local Interconnection Trunks • Resale Residence • Resale Business • Resale Design • BST Trunks • BST Residence Retail • BST Business Retail <p><u>Maintenance and Repair</u></p> <ul style="list-style-type: none"> • Local Interconnection Trunks • UNE Non-Design • UNE Design • Resale Residence • Resale Business • BST Interconnection Trunks • BST Residence Retail • BST Business Retail <p><u>Local Interconnection Trunk Group Blockage</u></p> <ul style="list-style-type: none"> • BST CTTG Trunk Groups • CLEC Trunk Groups
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Appendix A: Reporting Scope

<p>Standard Service Order Activities</p> <p><i>These are the generic BST-CLEC service order activities which are included in the Pre-Ordering, Ordering, and Provisioning sections of this document. It is not meant to indicate specific reporting categories.</i></p>	<ul style="list-style-type: none"> • New Service Installations • Service Migrations Without Changes • Service Migrations With Changes • Move and Change Activities • Service Disconnects (Unless noted otherwise)
<p>Pre-Ordering Query Types:</p>	<ul style="list-style-type: none"> • Address • Telephone Number • Appointment Scheduling • Customer Service Record • Feature Availability
<p>Report Levels</p>	<ul style="list-style-type: none"> • CLEC State • CLEC Region • CLEC MSA • Aggregate CLEC State • Aggregate CLEC Region • Aggregate CLEC MSA • BST State • BST Region • BST MSA

Appendix B: Glossary of Acronyms and Terms

A	ACD AGGREGATE ASR ATLAS ATLASTN	Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants. Sum total of all items in like category. e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level. Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network. Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders. ATLAS software contract for Telephone Number
B	BILLING BOCRIS BRC BST	The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing. Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database. Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers. BellSouth Telecommunications, Inc.
C	CKTID CLEC CMDS COFFI COFIUSOC CRIS CRSACCTS CSR CTTG	A unique identifier for elements combined in a service configuration Competitive Local Exchange Carrier Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies. Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs COFFI software contract for feature/service information Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services. CRIS software contract for CSR information Customer Service Record Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems.
D	DESIGN DISPOSITION & CAUSE DLETH DLR DOE DSAP DSAPDDI	Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities Types of trouble conditions. e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc. Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS Detail Line Record - All the basic information maintained on a line record in LMOS. e.g. name, address, facilities, features etc. Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format. DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs. DSAP software contract for schedule information

Appendix B: Glossary of Acronyms and Terms

E	E911 EDI	Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number. Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format.
F	FLOW-THROUGH FOC	In the context of this document, orders that are processed mechanically without human intervention. Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date.
G		
H	HAL HALCRIS	"Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS. HAL software contract for CSR information
I	ISDN	Integrated Services Digital Network
K		
L	LCSC LEGACY SYSTEM LENS LEO LESOG LMOS LMOS HOST LMOSupd LNP LOOPS LSR	Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations. Term used to refer to BellSouth Operations Support Systems (see OSS) Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs. Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format. Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology. Loop Maintenance Operations System - A BellSouth Operations System which stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities. LMOS host computer LMOS updates Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider. Transmission paths from the central office to the customer premises Local Service Request - A request for local resale service or unbundled network elements from a CLEC.
M	MAINTENANCE & REPAIR MARCH	The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved. A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches.
N	NC	"No Circuits" - All circuits busy announcement

Appendix B: Glossary of Acronyms and Terms

O	OASIS	Obtain Availability Services Information System - A BellSouth front-end processor which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS.
	OASISBSN	OASIS software contract for feature/service
	OASISCAR	OASIS software contract for feature/service
	OASISLPC	OASIS software contract for feature/service
	OASISMTN	OASIS software contract for feature/service
	OASISNET	OASIS software contract for feature/service
	OASISOCP	OASIS software contract for feature/service
P	ORDERING	The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth.
	OSPCM	Outside Plant Contract Management System - Provides Scheduling Information.
	OSS	Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions.
	OUT OF SERVICE	Customer has no dial tone and cannot call out.
	POTS	Plain Old Telephone Service
	PREDICTOR	The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities.
	PREORDERING	The process and functions by which vital information is obtained, verified, or validated prior to placing a service request.
Q	PROVISIONING	The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions.
	PSIMS	Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer.
	PSIMSORB	PSIMS software contract for feature/service
R	RNS	Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format.
	RRC	Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers.
	RSAG	Regional Street Address Guide - The BellSouth database which contains street addresses validated to be accurate with state and local governments.
	RSAGADDR	RSAG software contract for address search
	RSAGTN	RSAG software contract for telephone number search

Appendix B: Glossary of Acronyms and Terms

S	SOCS	Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911.
	SOIR	
T	TAFI	Trouble Analysis Facilitation Interface - The BellSouth Operations System which supports trouble receipt center personnel in taking and handling customer trouble reports. Telephone Number
	TN	
U	UNE	Unbundled Network Element
V		
W	WTN	A unique identifier for elements combined in a service configuration
X		
Y		
Z		
Σ		Sum of:

Appendix C

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of November 20, 1998, that would equate to over 600 audits per year and that number is continually growing. BellSouth is in the process of developing a proposed set of reasonable controls associated with individual CLEC audits. In addition, BellSouth will conduct a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years, to be conducted by an independent third-party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. the cost be borne 50% by BellSouth and 50% by the CLECs
2. the independent third party auditor shall be selected with input from both BellSouth and the CLECs
3. the scope of the audit shall be jointly determined by BellSouth and the CLECs.

BellSouth reserves the right to make changes to this audit policy as growth and changes in the industry dictate.