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June 11, 1999

**BY HAND DELIVERY THIS DATE**

Blanca S. Bayo  
Director  
Division of Records and Recording  
Florida Public Service Commission  
2540 Shumard Oak Blvd.  
Tallahassee, Florida 32399-0850

RECEIVED-PPSC  
99 JUN 11 AM 11:49  
RECORDS AND  
REPORTING

990750-TP

Re: New Docket - Petition for Arbitration by ITC^DeltaCom Communications, Inc.

Dear Ms. Bayo:

Enclosed for filing are an original and 12 copies of ITC^DeltaCom Communications, Inc.'s petition for arbitration with BellSouth Telecommunications, Inc. Please file stamp the extra enclosed copy and return it to our runner. Thank you for your assistance.

Sincerely,

HUEY, GUILDAY & TUCKER, P.A.



J. Andrew Bertron, Jr.

JAB/  
Enclosures

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FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

07157 JUN 11 99

FPSC-RECORDS/REPORTING

ORIGINAL

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of: )  
 )  
Petition for Arbitration of ITC^DeltaCom )  
Communications, Inc. with BellSouth )  
Telecommunications, Inc. Pursuant to the )  
Telecommunications Act of 1996 )  
\_\_\_\_\_ )

Docket No. 990750-TP  
Filed: 6-11-99

PETITION FOR ARBITRATION OF ITC^DELTACOM

I. INTRODUCTION

1. ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom (hereinafter "ITC^DeltaCom") by its undersigned attorneys, pursuant to Section 252(b) of the Communications Act of 1934, as amended in 1996 (the "Act")<sup>1</sup> and hereby petitions the Florida Public Service Commission ("Commission") to arbitrate certain unresolved issues in the interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc. ("BellSouth").<sup>2</sup>

2. ITC^DeltaCom requests that the Commission invoke its authority to conduct an evidentiary hearing to arbitrate all remaining unresolved issues and that ITC^DeltaCom be granted the right to conduct discovery on BellSouth's positions in advance of such hearing.<sup>3</sup> In support of this Petition, and in accordance with 252(b) of the Act, ITC^DeltaCom states as follows:

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<sup>1</sup> See 47 U.S.C. § 252(b).

<sup>2</sup> Negotiations continue with BellSouth. ITC^DeltaCom will endeavor to resolve as many of the open issues as possible and will notify the Commission of any agreement reached after the filing of this petition.

<sup>3</sup> ITC^DeltaCom requests that a schedule be established for the filing of testimony, exhibits, discovery requests, and responses thereto.

DOCUMENT NUMBER-DATE

07157 JUN 11 99

FPSC-RECORDS/REPORTING



## **II. DESIGNATED CONTACTS**

3. All correspondence, notices, inquiries, orders and other communications regarding this Petition should be directed to:

For ITC^DeltaCom:

David I. Adelman, Esq.  
Charles B. Jones, III, Esq.  
SUTHERLAND ASBILL & BRENNAN LLP  
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The lead attorney at BellSouth assigned to these negotiations has been:

Ms. Parkey Jordan  
BellSouth Telecommunications, Inc.  
BellSouth Center  
675 West Peachtree Street, Suite 4300  
Atlanta, Georgia 30375-0001  
404-335-0794 (telephone)  
404-658-9022 (facsimile)

### III. STATEMENT OF FACTS

4. ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom is an Alabama corporation, having its principal place of business at 1791 O.G. Skinner Drive, West Point, Georgia 31833. ITC^DeltaCom is authorized to provide competitive local exchange services in all states in the BellSouth region (Alabama, Florida, Georgia, Louisiana, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee). ITC^DeltaCom has been granted authority to provide competitive local exchange service by this Commission.

5. BellSouth is an "incumbent local exchange carrier" ("ILEC") as defined by the Act at 47 U.S.C. § 251(h). Within its operating territory, BellSouth is a monopoly provider of local exchange services.

6. On January 4, 1999, ITC^DeltaCom formally requested commencement of negotiations with BellSouth under Section 251 of the Act. Specifically, ITC^DeltaCom sought to negotiate terms and conditions in anticipation of the expiration of the interconnection agreement between ITC^DeltaCom and BellSouth which was previously approved by the Commission. The parties have held numerous meetings, to discuss the rates, terms and conditions of the interconnection agreement. As a result of these negotiations, ITC^DeltaCom and BellSouth have reached agreement on a number of important issues. ITC^DeltaCom intends to continue negotiations with BellSouth in an effort to reduce the number of issues which must be arbitrated by this Commission.

7. Exhibit A, which is appended hereto and incorporated herein by reference, is a proposed interconnection agreement that ITC^DeltaCom submits to the Commission for

approval in this docket.<sup>4</sup>

8. Exhibit B, which is appended hereto and incorporated herein by reference, provides a summary of the issues on which ITC^DeltaCom thinks the parties have not reached an agreement.

#### **IV. JURISDICTION**

9. Under Section 252 of the Act, parties to a negotiation for interconnection, services or unbundled elements within a particular state may petition the respective state commission for arbitration of any unresolved issues when negotiations fail. Pursuant to the Act, either party to the negotiation may seek such arbitration during the period between the 135<sup>th</sup> day and the 160<sup>th</sup> day, inclusive, after the date the ILEC received the request for negotiation.

10. ITC^DeltaCom and BellSouth have agreed that, under Section 252(b) of the Act, the window for requesting arbitration began on May 19, 1999 and closes June 14, 1999. Accordingly, ITC^DeltaCom is filing this Petition within the time period established by the Act. Thus, this petition is timely filed.

#### **V. ISSUES FOR ARBITRATION**

11. The issues enumerated below are the unresolved matters between ITC^DeltaCom and BellSouth. ITC^DeltaCom expressly reserves the right to address any issues not discussed herein that are brought forward by the Commission, BellSouth or any other party.

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<sup>4</sup> Throughout this petition ITC^DeltaCom refers to attachments to Exhibit A as "Attachment" or "Att." The General Terms and Conditions part of the interconnection agreement at Exhibit A is referred to as "GTC."

12. **Issue 1(a): Performance Measurements and Performance Guarantees (Att. 10)**

Statement of the Issue:

Should BellSouth be required to comply with the performance measures and guarantees for pre-ordering/ordering, resale and unbundled network elements ("UNEs"), provisioning, maintenance, interim number portability and local number portability, collocation, coordinated conversions and the bona fide request processes as set forth fully in Attachment 10 of Exhibit A to this Petition?

ITC^DeltaCom Position:

Yes. The Act and the various administrative orders and rules implementing the Act require BellSouth to provide ITC^DeltaCom interconnection, services for resale and unbundled network elements at just, reasonable, and nondiscriminatory terms and conditions such that ITC^DeltaCom has a meaningful opportunity to compete.<sup>5</sup> To ensure that ITC^DeltaCom has a meaningful opportunity to compete, the performance measures and performance guarantees specifically articulated in Attachment 10 must be included in the interconnection agreement.

Over the past two years, ITC^DeltaCom has consistently experienced poor performance from BellSouth in providing such services. As a result, ITC^DeltaCom's name and reputation as a high quality, customer-oriented telecommunications provider has been damaged. BellSouth's poor performance affects the quality of service which ITC^DeltaCom can provide to its customers in this State. Without the performance measures and incentives set forth in Attachment

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<sup>5</sup> BellSouth acknowledged the need for a "self effectuating penalty or enforcement measurement" in a recent *ex parte* communication with the FCC. *BellSouth's Proposal for Self-Effectuating Enforcement Measures*, April 8, 1999.

10, consumers of this State will not realize the benefit of competition.

BellSouth Position:

Unclear. ITC^DeltaCom presumes that BellSouth rejects Attachment 10 in its entirety.

**13. Issue 1(b): Performance Guarantee for Due Dates (Att. 6 - 4.8.15)**

Statement of the Issue:

Should BellSouth be required to waive any nonrecurring charges when it misses a due date?

ITC^DeltaCom Position:

Yes. This is an important incentive for BellSouth to meet its due date commitments.

BellSouth Position:

No.

**14. Issue 2: Parity - General (GTC - 3.2; Att. 2 - 2.3.1.4-.5; Att. 6 - 1.1)**

Statement of the Issue:

Should BellSouth be required to provide services including Operational Support Systems ("OSS"), UNEs, White Page Listings and Access to Numbering Resources to ITC^DeltaCom at parity with that which it provides to itself?

ITC^DeltaCom Position:

Yes. The Act and numerous regulatory orders and rules promulgated to implement the Act require BellSouth to provide OSS, UNEs, White Page Listings and Access to Numbering Resources to ITC^DeltaCom at parity with that which BellSouth provides these services to itself.

BellSouth Position:

BellSouth refuses to offer services to ITC^DeltaCom at parity. BellSouth has indicated that it cannot provide parity of service because it does not provide UNEs to itself. To aid the

Commission's consideration of the parity issue, below ITC^DeltaCom specifically delineates the most important areas where BellSouth refuses to provide services at parity.

**15. Issue 2(a)(i): Parity - Access to Customer Service Records ( CSRs ) and Regional Street Address Guide ( RSAG ) (Att. 6 - 4.8.3.4)**

Statement of the Issue:

Should BellSouth be required to provide the specifications for "parsing" the CSRs?

Should BellSouth be required to provide a download of the RSAG?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom must have the ability to "parse" the CSR so that it can flow this information into the OSS system of ITC^DeltaCom. The ability to "parse" the CSR and download the RSAG will increase efficiency and accuracy.

BellSouth Position:

Unclear. BellSouth is still considering this issue.

**16. Issue 2(a)(ii): Parity - Advance Notice of Changes in Business Rules (GTC - 20.3; Att. 6 - 1.1)**

Statement of the Issue:

Should BellSouth be required to provide changes to its business rules and guidelines regarding resale and UNEs at least 45 days in advance of such changes being implemented and in a manner that is easily accessible?

ITC^DeltaCom Position:

Yes. BellSouth must provide adequate notice, and where applicable, should be required to train ITC^DeltaCom personnel on new processes. Forty-five days is adequate advance notice. ITC^DeltaCom asks the Commission to require that BellSouth provide two "seats" for training without charge.

BellSouth Position:

No. Rather than providing direct notice to ITC^DeltaCom or any CLEC that it has made revisions or changes, BellSouth contends that posting changes on its Internet Web Page is sufficient. It is unclear whether BellSouth intends to charge ITC^DeltaCom for training.

**17. Issue 2(a)(iii): Parity - Restriction of Customer Choice (Att. 1 - 3.7)**

Statement of the Issue:

Should a customer be permitted to retain both BellSouth and ITC^DeltaCom services or can one carrier restrict the customer's choice?

ITC^DeltaCom Position:

Yes, a customer should be permitted to retain both BellSouth and ITC^DeltaCom services. ITC^DeltaCom believes that the Act was designed to promote competition such that one consumer may subscribe to more than one telecommunications provider.

BellSouth Position:

BellSouth's position on this issue is not known.

**18. Issue 2(a)(iv): Parity - Integrated Digital Loop Carrier ( IDLC ) Technology (Att. 2 - 3.1)**

Statement of the Issue:

Should BellSouth be required to provide an unbundled loop using IDLC technology which will allow ITC^DeltaCom to provide consumers the same quality of service as that offered by BellSouth to its customers?

ITC^DeltaCom Position:

Yes. IDLC technology is required to allow ITC^DeltaCom to provide the same quality of service to ITC^DeltaCom customers as that delivered by BellSouth to its customers.

BellSouth Position:

It is not technically feasible for BellSouth to provide IDLC technology to ITC^DeltaCom as a UNE offering.

19. **Issue 2(a)(v): Parity - Quality of Interconnection (Att. 3 - 5.1)**

Statement of the Issue:

Should BellSouth be required to provide interconnection to ITC^DeltaCom that is equal in quality to that provided by BellSouth to any other telecommunications company or to BellSouth itself?

ITC^DeltaCom Position:

Yes. The FCC has interpreted Section 251(c)(2)(C) of the Act to require such equal in quality interconnection. *See Implementation of the Local Competition Provision of the Telecommunication Act of 1996*, CC Docket No. 96-98, First Report and Order.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

20. **Issue 2(a)(vi): Parity - Referral Intercept (Att. 6 - 4.8.9)**

Statement of the Issue:

Should the parties be required to continue to provide referral intercept at no cost to each other?

ITC^DeltaCom Position:

Yes. This is a requirement of the current interconnection agreement which was previously approved by the Commission.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.



**21. Issue 2(a)(vii): Parity - Service Intervals (Att. 6 - 4.9.5)**

Statement of the Issue:

Should ITC^DeltaCom receive the same service intervals as that performed by BellSouth on winbacks?

ITC^DeltaCom Position:

Yes. This is required by the FCC's Ameritech Michigan Order at ¶ 141. *See In the Matter of Application of Ameritech Michigan Pursuant to Section 251 of the Communications Act of 1934 InterLATA Services in Michigan, Memorandum Opinion and Order*, CC Docket No. 97-137, Released August 19, 1997, paragraph 141. The FCC expressly stated that winback customers of ILECs should not receive service at an interval superior (shorter) to that received by customers of CLECs.

BellSouth Position:

BellSouth has rejected ITC^DeltaCom's proposal that this requirement be included in the interconnection agreement.

**22. Issue 2(b)(i): UNEs - Priority Guidelines (Att. 2 - 2.2.6)**

Statement of the Issue:

Should BellSouth be required to follow the same priority guidelines that it has for BellSouth customers for repair and maintenance and UNE provisioning when it provides service to ITC^DeltaCom customers?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom thinks that the same priority guidelines that BellSouth applies to its customers should apply to ITC^DeltaCom's customers. For example, hospitals should have a higher priority when experiencing repair needs than barber shops. When ITC^DeltaCom reports

service troubles to BellSouth, it will inform BellSouth if the repair problem is associated with a high priority needs customer. BellSouth should be required to respond in accordance with the same priority guidelines it applies to its own customers.

**BellSouth Position:**

No. BellSouth is not able to identify a priority customer and therefore cannot provide the same priority guidelines.

**23. Issue 2(b)(ii): UNEs - Elements Offered (Att. 2 - 2.3.1.3)**

**Statement of the Issue:**

Should BellSouth be required to continue providing those UNEs and combinations that it is currently providing to ITC^DeltaCom under the interconnection agreement previously approved by this Commission?

**ITC^DeltaCom Position:**

Yes. ITC^DeltaCom should have continued access to those UNEs which it is using to provide service to customers today under the existing interconnection agreement.

**BellSouth Position:**

No. BellSouth believes it should never have provided those services, and now, without any basis, seeks to withdraw its UNE offerings.

**24. Issue 2(b)(iii): UNEs - Extended Loops and Loop/Port Combination (Att. 2 - 2.3.1.3 and 2-2.3.1.7)**

**Statement of the Issue:**

Should BellSouth be required to provide to ITC^DeltaCom extended loops and the loop/port combination?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom has served customers via extended loops. Pure resale of services notwithstanding, the only alternative by which an ITC^DeltaCom customer can receive service is through collocation. Given the delay involved with collocation, ITC^DeltaCom must be permitted to continue providing service through Extended Loops. The Act requires that BellSouth provide a loop/port combination to ITC^DeltaCom.

BellSouth Position:

No. BellSouth believes it should not have offered this arrangement and now seeks to withdraw this service.

**25. Issue 2(b)(iv): Testing of UNEs (Att. 6 - 4.8.10, 4.8.28, 4.9.28; Att. 2 -6.2.2.1)**

Statement of the Issue:

Should BellSouth be required to provide UNE testing results to ITC^DeltaCom? Should the parties be required to perform cooperative testing within two hours of a request from the other party?

ITC^DeltaCom Position:

Yes. This process is necessary to ensure a high quality of service.

BellSouth Position:

BellSouth will exercise best efforts to test within two hours of a request. BellSouth does not want to provide hard copies of results of the test to ITC^DeltaCom. It is unclear whether BellSouth is willing to provide the test results through some other medium.

**26. Issue 2(c)(i): NXX - Functionality Testing (Att. 2 - 1.3)**

Statement of the Issue:

Should BellSouth be required to provide NXX testing functionality to ITC^DeltaCom?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom experienced problems with BellSouth's NXX translations where BellSouth improperly loaded NXX codes on many occasions. In order to provide a high quality of service to its customers, ITC^DeltaCom needs access to the same testing platforms that BellSouth uses for its own customers. ITC^DeltaCom requested this as a part of BellSouth's BFR process.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

**27. Issue 2(c)(ii): Parity - Installation Intervals (Att. 2 - 2.2.2.1)**

Statement of the Issue:

Should the required installation interval for cutovers be 15 minutes?

ITC^DeltaCom Position:

Yes. All loops should be cutover within 15 minutes. Customers should be transferred between ITC^DeltaCom and BellSouth as smoothly and efficiently as possible.

BellSouth Position:

BellSouth contends that the installation interval must be contingent upon the number of loops involved.

**28. Issue 2(c)(iii): Order Coordination (Att. 2 - 1.3; 2.2.3; 2.2.5; 6-4.8.27)**

Statement of the Issue:

Should BellSouth be required to continue offering order coordination with SL1? Should SL1 orders without order coordination be specified by BellSouth with either an a.m. or p.m. designation?

ITC^DeltaCom Position:

Yes. BellSouth currently provides order coordination service for SL1 and should continue to do so. BellSouth can currently provide an a.m. or p.m. designation for orders placed without order coordination and should be required to do so.

BellSouth Position:

No. BellSouth wants to discontinue order coordination service for SL1 and will not commit to provide an a.m. or p.m. designation for orders without coordination.

**29. Issue 2(c)(iv): Labor Costs (Att. 2 - 2.2.2.2)**

Statement of the Issue:

Should the party responsible for delaying a cutover also be responsible for the other party's reasonable labor costs?

ITC^DeltaCom Position:

Yes. This encourages BellSouth and ITC^DeltaCom to meet scheduled (agreed to) cutover dates and times which benefits the end user. This is in the current interconnection agreement which was previously approved by the Commission.

BellSouth Position:

No. BellSouth wants to eliminate this language from the interconnection agreement with ITC^DeltaCom.

**30. Issue 2(c)(v): Personnel (Att. 2 - 2.2.5)**

Statement of the Issue:

Should BellSouth be required to designate personnel for cutovers?

ITC^DeltaCom Position:

Yes. This is the only process which ensures continuity and accuracy and avoids outages

for the customer.

BellSouth Position:

No. BellSouth is unwilling to designate personnel for cutovers.

31. **Issue 2(c)(vi): Responsibility for Repair Charges**  
**(Att. 2 - 2.2.7 - .8)**

Statement of the Issue:

Should ITC^DeltaCom be responsible for the repair charges for troubles caused or originated outside of its network? Should BellSouth reimburse ITC^DeltaCom for any additional costs ITC^DeltaCom incurs in isolating the trouble to BellSouth's network?

ITC^DeltaCom Position:

No. Where the root cause was not ITC^DeltaCom's network, BellSouth should bear such costs. To the extent such costs were caused by a third party, BellSouth should seek reimbursement from such third party.

BellSouth Position:

BellSouth says it will be responsible for costs caused by BellSouth's network. BellSouth's position regarding additional costs is unclear. BellSouth is reviewing whether it will reimburse ITC^DeltaCom for additional costs incurred by ITC^DeltaCom to isolate the cause of the trouble already addressed.

32. **Issue 2(c)(vii): Carrier Loop (Att. 2 - 2.3.1.2)**

Statement of the Issue:

Should BellSouth provide to ITC^DeltaCom access to BellSouth's network to determine how the carrier loop should be engineered?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom should be provided information regarding the engineering of the BellSouth facilities such that ITC^DeltaCom can provide a quality loop to its customer.

BellSouth Position:

No.

**33. Issue 2(c)(viii): Maintenance and Repair of HDSL and ADSL (Att. 2 - 2.3.1.2.1-.3)**

Statement of the Issue:

Should BellSouth be responsible for maintenance and repair of HDSL and ADSL facilities provided to ITC^DeltaCom?

ITC^DeltaCom Position:

Yes. In cases where ITC^DeltaCom has requested modifications to the loop, BellSouth should be required to maintain and repair the loop at industry standards.

BellSouth Position:

No.

**34. Issue 2(c)(ix): Special Construction Costs (Att. 2 - 1.1; Att. 2 - 2.3.1.2)**

Statement of the Issue:

If a customer orders a loop which requires special construction charges be paid for by ITC^DeltaCom, and BellSouth reuses the same facilities to provide service to the customer for itself or on behalf of another CLEC, should BellSouth be required to refund to ITC^DeltaCom the amount ITC^DeltaCom paid to BellSouth for Special Construction for that customer?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom leases the loop from BellSouth and if ITC^DeltaCom makes

improvements to that loop at customer request, ITC^DeltaCom must pay all Special Construction Costs. ITC^DeltaCom should be reimbursed for those improvements if BellSouth reuses the facilities to provide service for its own use or on behalf of another CLEC.

BellSouth Position:

No. BellSouth has not provided any additional explanation.

**35. Issue 2(c)(x): Reimburse Costs to Accommodate Modifications  
(Attachment 2 - 2.2.2.8)**

Statement of the Issue:

Should BellSouth reimburse any costs incurred by ITC^DeltaCom to accommodate modifications made by BellSouth to an order after sending a firm order confirmation ("FOC")?

ITC^DeltaCom Position:

Yes. This requirement is identical to that which BellSouth has required of ITC^DeltaCom.

BellSouth Position:

BellSouth tentatively agrees but has not committed to any contract language.

**36. Issue 2(c)(xi): Deployment of Modern Digital Loop Carrier ( DLC )  
Equipment (Att. 2 - 2.3.1.8)**

Statement of the Issue:

Should BellSouth be required to refrain from impeding ITC^DeltaCom's deployment of modern DLC equipment?

ITC^DeltaCom Position:

Yes. This requirement is contained in the current interconnection agreement which was previously approved by this Commission.



BellSouth Position:

BellSouth contends the requirement is unnecessary.

**37. Issue 2(c)(xii): Operating, Administration, Maintenance & Provisioning Procedures (Att. 2 - 7.0)**

Statement of the Issue:

What are OAMP (Operating, Administration, Maintenance and Provisioning) procedures for Local Switching?

ITC^DeltaCom Position:

ITC^DeltaCom needs to know what management system BellSouth has in place to monitor the configuration of the facility. For example, how will ITC^DeltaCom know when the port is active or inactive?

BellSouth Position:

Unclear. BellSouth states that it is conducting an investigation into this issue.

**38. Issue 2(c)(xiii): 211 and 611 Calls (Att. 2 - 7.2.1.15)**

Statement of the Issue:

How are 211 and 611 calls routed?

ITC^DeltaCom Position:

ITC^DeltaCom must offer the same functions to its customers that BellSouth provides to its endusers. It cannot do so without knowledge of the manner in which 211 and 611 calls are routed.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

**39. Issue 2(c)(xiv): UNE Conversions (Att. 6 - 4.9.1 - .4)**

Statement of the Issue:

Should BellSouth be required to coordinate with ITC^DeltaCom 48 hours prior to the due date of a UNE conversion? If BellSouth delays the scheduled cutover date, should BellSouth be required to waive the applicable non-recurring charges? Should BellSouth be required to perform dial tone tests at least 8 hours prior to the scheduled cutover date?

ITC^DeltaCom Position:

Yes. BellSouth should coordinate 48 hours prior to the due date and if BellSouth cancels the cut, any applicable non-recurring charge should be waived. These procedures are necessary to ensure a smooth cutover.

BellSouth Position:

The service testing requested by ITC^DeltaCom is not needed.

40. **Issue 2(c)(xv): Call Treatment (Att. 2 - 7.2.1.4)**

Statement of the Issue:

Should ITC^DeltaCom be permitted to choose customized call treatment via ITC^DeltaCom's or BellSouth's Advanced Intelligent Network ("AIN") platforms?

ITC^DeltaCom Position:

Yes. This choice is in the existing interconnection agreement which has been approved by this Commission.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

41. **Issue 2(c)(xvi): Rate for Performance Data (Att. 2 - 7.2.1.13)**

Statement of the Issue:

What should be the rate for Performance Data that BellSouth provides to ITC^DeltaCom

regarding customer line, traffic characteristics, and other information?

ITC^DeltaCom Position:

The rates should be as specified in Attachment 11.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

**42. Issue 2(d): White Page Listings (GTC - 4.1)**

Statement of the Issue:

Should BellSouth be required to provide ITC^DeltaCom's White Page Listings to independent third party publishers in the same way that BellSouth provides White Page Listings for its customers to independent third party publishers?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom has requested that BellSouth provide ITC^DeltaCom's listings to third party publishers. ITC^DeltaCom will sign a Letter of Authorization giving BellSouth permission to do so. If BellSouth requires ITC^DeltaCom to pay for this service the rate and term for such service should be addressed in the interconnection agreement and must be cost based.

BellSouth Position:

BellSouth does not believe this should be included in the interconnection agreement but is willing to provide the listings to independent publishers.

**43. Issue 2(e): Numbering (Att. 5 - 2.5.1)**

Statement of the Issue:

Should the parties be required to exchange SS7 TCAP messages with each other?

ITC^DeltaCom Position:

Yes. This requirement is contained in the current agreement which was previously approved by the Commission and the parties operate in this manner today.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

**44. Issue 2(f): Local Number Portability (“LNP”) Customer Procedures (Att. 5 - 2.6 - 2.6.3)**

Statement of the Issue:

Should BellSouth be required to establish LNP cutover procedures under which BellSouth must confirm with ITC^DeltaCom that every port subject to a disconnect order is worked at one time?

ITC^DeltaCom Position:

Yes. It is very important to coordinate LNP cutovers. If there is no such coordination, service outages will occur. Procedures for such coordination are contained in Attachment 5.

BellSouth Position:

BellSouth contends the requirement is not necessary.

**45. Issue 2(g): Order Flow-Through (Att. 6 - 4.7.1; 4.7.2)**

Statement of the Issues:

How should “order flow-through” be defined?

ITC^DeltaCom Position:

Flow-through should be defined to include end-to-end preordering and ordering processes.

BellSouth Position:

No definition is necessary.

**46. Issue 3: Reciprocal Compensation (Att. 3 - 6.0; GTC - definition of local and reciprocal compensation )**

Statement of the Issue:

What should be the rate for reciprocal compensation? Should BellSouth be required to pay reciprocal compensation to ITC^DeltaCom for all calls that are properly routed over local trunks, including calls to Information Service Providers ("ISPs")?

ITC^DeltaCom Position:

The rate should be the same as that contained in the existing interconnection agreement which was previously approved by the Commission. ITC^DeltaCom must pay BellSouth for the part of the BellSouth network that ITC^DeltaCom uses or purchases to provide service to ITC^DeltaCom end users. The Commission must require that BellSouth do the same. Reciprocal compensation must be based on strict cost causation principles. Because the caller to an ISP initiates the call, the caller's provider should bear the costs of that call regardless of who provides service to the caller and who provides service to the ISP.

BellSouth Position:

For BellSouth, elemental billing should be used based on BellSouth's costs for end office switching, tandem switching and local transport on BellSouth's network. For ITC^DeltaCom, the rates should also be based on the costs of BellSouth's network. It is unclear whether BellSouth will recognize that ITC^DeltaCom may charge for both tandem and end office switching. For transport, BellSouth wants to base the ITC^DeltaCom rate on the geographic location of the BellSouth rate center which would serve that customer. BellSouth contends that

calls to ISPs are not eligible for reciprocal compensation.

**47. OSS Issue 3(a): Ordering Guides and Procedures (GTC 2.1)**

Statement of the Issue:

Should the BellSouth ordering guides and the procedures set forth in Attachment 6 (Ordering and Provisioning) be referenced in The General Terms and Conditions as the definitive procedures for placing orders?

ITC^DeltaCom Position:

Yes. The ordering guides can be unilaterally changed by BellSouth. ITC^DeltaCom thinks the provisions agreed to in Attachment 6 cannot be superseded by any changes BellSouth makes to the ordering guides.

BellSouth Position:

BellSouth wants to continue to have complete control of the ordering process.

**48. Issue 3(b): Industry Standards (Att. 6 - 1.9.1)**

Statement of the Issues:

Should ITC^DeltaCom and BellSouth be required to follow the ATIS/OBF business rules in order to develop a national standard?

ITC^DeltaCom Position:

Yes. By adopting the business rules set by industry forums the processes for ordering and provisioning services will be simplified.

BellSouth Position:

No. BellSouth does not want to be required to follow industry standard business rules.

**49. Issue 3(c): Availability of OSS Interfaces (Att. 6 - 3.3)**

Statement of the Issues:

Should BellSouth be required to schedule maintenance of OSS on weekends and/or at night?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom thinks that BellSouth should be required to exercise its best efforts to schedule maintenance of OSS interfaces at night/weekends to allow for full availability of the OSS interfaces to process orders.

BellSouth Position:

Unknown.

**50. Issue 3(d): Information Needed to Place Orders (Att. 6 - 1.15.1 - .12)**

Statement of the Issue:

Should BellSouth be required to provide ITC^DeltaCom access to Universal Service Order Codes ("USOCs"), Field Identifiers ("FIDs") and other information in a downloadable format which is necessary to process orders?

ITC^DeltaCom Position:

Yes. This information should be specified and provided for in the agreement because it is critical to submitting correct orders to BellSouth.

BellSouth Position:

BellSouth contends this requirement is not necessary.

**51. Issue 3(e): Notification of Disconnects (Att. 6 - 1.21)**

Statement of the Issue:

Should BellSouth be required to provide ITC^DeltaCom notice when a customer leaves ITC^DeltaCom?

ITC^DeltaCom Position:

Yes. Currently ITC^DeltaCom receives a report on disconnects. ITC^DeltaCom wants it to be required in the contract. This information is necessary to prevent double-billing and should be made a requirement.

BellSouth Position:

Unknown.

**52. Issue 3(f): Discontinuance of OSS Interfaces (Att. 6 - 2.1)**

Statement of the Issue:

Should BellSouth be required to maintain both the current and one previous version of an electronic interface?

ITC^DeltaCom Position:

Yes. BellSouth does this today and this requirement is contained in the 1999 template interconnection agreement.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

**53. Issue 3(g): Advance Notice Prior to Discontinuance of OSS Interfaces (Att. 6 - 2.2)**

Statement of the Issue:

Should ITC^DeltaCom have at least 90 days advance notice prior to BellSouth discontinuing an OSS interface?

ITC^DeltaCom Position:

Yes. If BellSouth elects to discontinue an OSS interface, ITC^DeltaCom will have to make significant modifications to its systems. At least 90 days advance notice must be a



requirement in the interconnection agreement.

BellSouth Position:

Unknown.

**54. Issue 3(h): Disconnect / Reconnect (Att. 6 - 4.2.1)**

Statement of the Issue:

If ITC^DeltaCom needs to reconnect service following an order for a disconnect, should BellSouth be required to reconnect service within 48 hours?

ITC^DeltaCom Position:

Yes. This occurs when a customer pays an outstanding bill and has been disconnected for nonpayment or when ITC^DeltaCom must quickly reconnect service for any other reason.

ITC^DeltaCom needs a commitment that service will be reconnected within 48 hours.

BellSouth Position:

BellSouth will agree to use its best efforts to reconnect service within 24 hours but will not commit to a 48 hour requirement.

**55. Issue 3(i): Hours of UNE/LCSC Center (Att. 6 - 4.8.1)**

Statement of the Issue:

Should BellSouth be required to maintain UNE/LCSC hours from 6 a.m. - 9 p.m.

ITC^DeltaCom Position:

Yes. BellSouth currently has the UNE center open to 9 p.m. ITC^DeltaCom believes longer hours of availability are needed because of the high volume of cutovers that occur outside of BellSouth's current LCSC operation hours.

BellSouth Position:

Rejects the need for longer hours.

**56. Issue 3(j): Toll Free Number (Att. 6 - 4.8.2)**

Statement of the Issue:

Should BellSouth be required to provide a toll free number to ITC^DeltaCom to answer questions concerning BellSouth's OSS proprietary interfaces from 8 a.m. to 8 p.m.?

ITC^DeltaCom Position:

Yes. BellSouth has developed proprietary OSS interfaces. As the developer of these unique interfaces, BellSouth needs to provide support for those interfaces and available personnel for resolution of problems/issues concerning the interfaces.

BellSouth Position:

Unclear. BellSouth will review this issue.

**57. Issue 3(k): FOC (Att. 6 - 4.3)**

Statement of the Issue:

What information should be included on the FOC?

ITC^DeltaCom Position:

The FOC should include due date, Purchase Order Number ("PON") number, Local Service Request ("LSR") number, service order number and all dates as defined by the OBF and Guides.

BellSouth Position:

BellSouth will only agree to provide the due date.

**58. Issue 3(l): Escalation Procedures (Att. 6 - 4.8.16)**

Statement of the Issue:

Should the Parties establish escalation procedures for ordering/provisioning problems?

ITC^DeltaCom Position:

Yes. The parties should be required to develop escalation procedures for ordering and provisioning problems.

BellSouth Position:

No. BellSouth contends this language is not necessary.

**59. Issue 3(m): Repair Information (Att. 6 - 5.2; 6 - 5.3 - 5.3.2)**

Statement of the Issue:

What type of repair information should BellSouth be required to provide to ITC^DeltaCom such that ITC^DeltaCom can keep the customer informed?

ITC^DeltaCom Position:

BellSouth should be required to provide all information needed to allow ITC^DeltaCom to enter a customer trouble ticket into the BellSouth system, retrieve and track current status on all ITC^DeltaCom trouble and repair tickets, receive an estimated time to repair on a real-time basis, and other related repair functions in Attachment 6, Sections 5.3 through 5.3.2.

BellSouth Position:

Unclear.

**60. Issue 3(n): Billing for Unauthorized Work (Att. 6 - 5.13)**

Statement of the Issue:

Should ITC^DeltaCom be billed by BellSouth for unauthorized work?

ITC^DeltaCom Position:

No. ITC^DeltaCom should not be billed for work performed that was not requested nor approved by ITC^DeltaCom.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

61. **Issue 3(o): Training Technicians (Att. 6 - 5.6)**

Statement of the Issue:

Should BellSouth be required to train their technicians on the procedures contained in the interconnection agreement which sets forth the manner in which BellSouth must treat ITC^DeltaCom customers?

ITC^DeltaCom Position:

Yes. BellSouth must develop escalation procedures for handling all customer issues including problems encountered while ordering or provisioning services. ITC^DeltaCom thinks that BellSouth needs to train those personnel who come in contact with ITC^DeltaCom customers pursuant to the terms of the interconnection agreement.

BellSouth Position:

BellSouth does not believe this language is necessary. BellSouth is reviewing.

62. **Issue 4(a): Cageless Collocation (Att. 4 - 6.4)**

Statement of the Issue:

Should BellSouth provide cageless collocation to ITC^DeltaCom 30 days after a complete application is filed?

ITC^DeltaCom Position:

Yes. This is a requirement of the FCC's recent Advanced Services Order.

BellSouth Position:

Unclear. BellSouth is reviewing the issue in light of the FCC's recent Advanced Services Order.

**63. Issue 4(b): Compensation for Use of ITC^DeltaCom Collocation Space**

Statement of the Issue:

Should BellSouth be required to compensate ITC^DeltaCom when BellSouth collocates in ITC^DeltaCom collocation space?

ITC^DeltaCom Position:

Yes. BellSouth should be required to compensate ITC^DeltaCom when BellSouth locates in ITC^DeltaCom's collocation space at the same rates, terms and conditions that apply to ITC^DeltaCom when it collocates in BellSouth's space.

BellSouth's Position:

No.

**64. Issue 4(c): Security (Att. 4 - 11)**

Statement of the Issue:

Should ITC^DeltaCom and its agents be subject to stricter security requirements than those applied to BellSouth's agents and third party outside contractors?

ITC^DeltaCom Position:

No. The same security procedures should be applied to ITC^DeltaCom as that which BellSouth applies to itself and its agents and third party contractors.

BellSouth Position:

Unclear.

**65. Issue 4(d): Space Reclamation (Att. 4 - 1.2.1)**

Statement of Issue:

Whether BellSouth should be permitted to reclaim collocation space if BellSouth believes that ITC^DeltaCom is not fully utilizing such space?

ITC^DeltaCom Position:

No. BellSouth should not be permitted to reclaim space which belongs to ITC^DeltaCom. ITC^DeltaCom will sublease space where appropriate.

BellSouth Position:

Yes.

**66. Issue 5: Local Interconnection (Att. 3)**

Statement of the Issue:

Should the Parties continue operating under existing local interconnection arrangements?

ITC^DeltaCom Position:

Yes. There is no reason to change the arrangement for local interconnection that has worked well for the past two years. That arrangement was previously approved by the Commission.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

**67. Issue 6(a): Rates and Charges for BellSouth OSS (Att. 11)**

Statement of the Issue:

Should BellSouth be permitted to impose charges for BellSouth's OSS on ITC^DeltaCom?

ITC^DeltaCom Position:

No. ITC^DeltaCom is being required to pay for OSS interfaces that BellSouth claims are compliant with the requirements of the Act. BellSouth's systems do not currently provide resold services or unbundled network elements in a nondiscriminatory manner. ITC^DeltaCom has made substantial investments to develop the ITC^DeltaCom side of these OSS interfaces.

ITC^DeltaCom should not be required to also underwrite BellSouth's development.

BellSouth's Position:

Yes. BellSouth is permitted to recover its costs for OSS.

**68. Issue 6(b): Rates and Charges for ADSL/HDSL and two-wire and four wire ADSL/HDSL, Two-wire SL2, Two-wire SL1, Two-wire SL2 Order Coordination for Specified Conversion Time, Extended Loops, Loop-Port Combinations (Att. 11)**

Statement of the Issue:

What are the appropriate recurring and non-recurring rates and charges for BellSouth ADSL/HDSL and two-wire and four wire ADSL/HDSL, Two-wire SL2, Two-wire SL1, Two-wire SL2 Order Coordination for Specified Conversion Time, Extended Loops and Loop-Port Combinations services?

ITC^DeltaCom Position:

In light of the decision of the United States Supreme Court in AT&T Corp. v. Iowa Utilities Board, no true TELRIC cost based rates are in place. The rates specified in the interconnection agreement which was previously approved by the Commission should remain in effect until permanent TELRIC based rates which reflect the Court's decision are presented and adopted. For those elements for which there is no rate, the Commission should establish a true TELRIC based rate.

BellSouth Position:

Unknown.

**69. Issue 6(c): Rates and Charges for Disconnection (Att. 6 - 4.8.20)**

Statement of Issue:

Should BellSouth be permitted to charge ITC^DeltaCom a disconnection charge when BellSouth does not incur any costs associated with such disconnection?

ITC^DeltaCom Position:

No. BellSouth should only be permitted to recover costs which it actually incurs such costs and should not be permitted to recover any costs twice.

BellSouth Position:

Yes.

**70. Issue 6(d): Rates and Charges for Collocation (Att. 11)**

Statement of Issue:

What should be the appropriate rate for cageless/shared collocation in light of the recent FCC Advanced Services Order?

ITC^DeltaCom Position:

The FCC's recent order changes the methods and procedures for collocation, thus there must be separate cageless collocation rates established. Until the Commission establishes such rates, ITC^DeltaCom thinks the appropriate interim cageless collocation rate should be the virtual collocation rate contained in BellSouth's FCC Tariff No. 1, Section 20 minus those costs ITC^DeltaCom incurs for maintaining its own equipment.

BellSouth Position:

Unknown.

**71. Issue 6(e): Rates and Charges for Conversion of Customers from Resale to UNE-based Service (Att. 2 - 2.3.1.6)**

Statement of the Issue:

Should BellSouth be permitted to charge for ITC^DeltaCom conversions of customers from resale to unbundled network elements?



ITC^DeltaCom Position:

No. Our current agreement does not permit such charges if BellSouth waives like charges for any other carrier. This makes sure ITC^DeltaCom can convert customers to its facilities based offerings on the same conditions offered to anyone else.

BellSouth Position:

Unknown.

**72. Issue 6(f): Recovery of Resale Costs (Att. 1 - 3.14)**

Statement of the Issue:

Should BellSouth be permitted to recover all of its costs for resale from ITC^DeltaCom?

ITC^DeltaCom Position:

No. ITC^DeltaCom will not agree to BellSouth's position that it be given wide discretion with regard to recovery of costs associated with resale offerings.

BellSouth Position:

Yes.

**73. Issue 7(a): Billing - Detail (Att. 7 - 1.1 and 1.9)**

Statement of the Issue:

What billing detail must BellSouth provide to ITC^DeltaCom to verify BellSouth's charges to ITC^DeltaCom?

ITC^DeltaCom Position:

Bills must contain sufficient information to enable ITC^DeltaCom to verify charges. Sufficient detail should include at a minimum the items purchased, quantity and price.

BellSouth Position:

Unknown.

**74. Issue 7(b): Billing - Access Usage Records (Att. 7 - 4.14)**

Statement of the Issue:

Whether the party responsible for failing to deliver access usage records in a timely manner is liable for lost revenue?

ITC^DeltaCom Position:

Yes. This is the current arrangement between the parties. ITC^DeltaCom has obligations, as does BellSouth, in ensuring that access usage records are provided in a timely manner.

BellSouth Position:

BellSouth wants to strike this language. ITC^DeltaCom does not know why.

**75. Issue 7(b)(i): Lost Access Data (Att. 7 - 4.14)**

Statement of the Issue:

What is a reasonable time frame for the parties to estimate lost access data for purposes of billing?

ITC^DeltaCom Position:

Three months to one year. This is the arrangement under which ITC^DeltaCom and BellSouth currently operate. This allows the parties to provide a fair estimate of access usage should the data be lost or destroyed.

BellSouth Position:

Unknown. BellSouth is reviewing.

**76. Issue 7(b)(ii): Meet Point Billing (Att. 3 - 9)**

Statement of the Issue:

What procedures should be adopted for meet point billing?

ITC^DeltaCom Position:

ITC^DeltaCom has proposed language based on BellSouth's proposal and the current agreement with BellSouth.

BellSouth Position:

Unknown. BellSouth is reviewing this issue.

**77. Issue 7(b)(iii): Relevant Information for ADUF (Att. 7 - Exhibit A 2.1)**

Statement of the Issue:

How should "all relevant information" be defined for purposes of ADUF?

ITC^DeltaCom Position:

ITC^DeltaCom needs clarification as to what BellSouth requires.

BellSouth Position:

BellSouth has stated it will provide an explanation but has not yet done so.

**78. Issue 7(b)(iv): Audits (Att. 3 - 2.0)**

Statement of the Issue:

Who pays for the audit?

ITC^DeltaCom Position:

The party seeking the audit should pay for it. This is the arrangement in the current agreement which was previously approved by the Commission.

BellSouth Position:

ITC^DeltaCom should pay for any audits if it has overstated PLU/PIU by 20 percentage points or more.

**79. Issue 8(a): General Contract Issues - Appropriate Forum (GTC - 11)**

Statement of Issue:

What is the appropriate legal forum for enforcement of the provisions of the interconnection agreement?

ITC^DeltaCom Position:

ITC^DeltaCom believes that the parties should not be limited by contract as to where they can file for legal recourse.

BellSouth Position:

No. BellSouth wants to place limits on the process by which ITC^DeltaCom may seek recourse.

**80. Rule 8(b): General Contract Issues - Loser Pays (GTC - 11)**

Statement of the Issue:

Whether the losing party to an enforcement proceeding or proceeding for breach of the interconnection agreement should be required to pay the costs of such litigation?

ITC^DeltaCom's Position:

Yes. This provision is contained in the current agreement which was previously approved by the Commission. This provision would prevent frivolous claims.

BellSouth's Position:

No. BellSouth provided no explanation.

**Rule 8(c): General Contract Issues - Limitation of Liability (GTC - 6.3)**

**81. Statement of the Issues:**

What should be the appropriate standard for limitation of liability under the interconnection agreement?

ITC^DeltaCom Position:

The parties should not be required to limit their liability for acts of gross negligence or willful misconduct per Georgia law.

BellSouth Position:

BellSouth contends that it wants to limit liability because it does not want any actions taken in reliance on their reasonable interpretation of the agreement to be held to be an act of willful misconduct.

**82. Issue 8(d): General Contract Issues - Most Favored Nations Provision (GTC - 16.1)**

Statement of the Issue:

Should ITC^DeltaCom be permitted to "pick and choose" any individual element, service or term of interconnection contained in any other interconnection agreement approved by this Commission?

ITC^DeltaCom Position:

Yes. The Act requires that ITC^DeltaCom should be able to adopt any individual network element, service interconnection and rate, term or condition contained in the interconnection agreement of another CLEC.

BellSouth Position:

No. ITC^DeltaCom must take all interrelated terms, rates and conditions if it chooses to utilize the interconnection agreement of another CLEC.

**83. Issue 8(e): General Contract Issues - Tax Liability (GTC - 13.1; Att. 1 - 11.5)**

Statement of the Issue:

Whether language covering tax liability should be included in the interconnection

agreement, and if so, whether that language should simply state that each Party is responsible for its tax liability?

ITC^DeltaCom Position:

No. ITC^DeltaCom does not believe tax liability language is required. However, if this Commission believes it is necessary, ITC^DeltaCom believes the parties should simply state that they will abide by state and federal rules and regulations.

BellSouth Position:

Yes. BellSouth believes that tax liability language is necessary. BellSouth is reviewing ITC^DeltaCom's language and has requested ITC^DeltaCom to contact BellSouth's tax expert.

**84. Issue 8(f): Breach of Contract (GTC - 25)**

Statement of the Issue:

Should BellSouth be required to compensate ITC^DeltaCom for breach of material terms of the contract?

ITC^DeltaCom Position:

Yes. Penalties are appropriate for breach of contract.

BellSouth Position:

No.

**VI. TIMING AND PROCESS**

85. Section 252(b)(4)(c) of the Act requires that the Commission render a decision in this proceeding not later than nine months after BellSouth received ITC^DeltaCom's request for negotiations, *i.e.*, by October 4, 1999. ITC^DeltaCom respectfully requests that the Commission issue a procedural order as soon as possible to establish a procedural schedule for a prehearing conference, the submission of testimony, discovery requests, and the timing and conduct of the

evidentiary hearing in this matter.

## VII. STANDARD OF REVIEW

86. This arbitration must be resolved pursuant to the standards established in Sections 251 and 252 of the Act, and the effective rules adopted by the Federal Communications Commission (the "FCC") in the Local Competition Order. See 47 U.S.C. §§ 251, 252; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, CC Docket No. 96-98, First Report and Order, 11 FCC Rcd 13042 (1996) ("Local Competition Order"). Section 252(c) of the Act requires a state commission resolving open issues through arbitration to:

- (1) ensure that such resolution and conditions meet the requirements of Section 251, *including the regulations prescribed by the [FCC] pursuant to Section 251; [and]*
- (2) establish any rates for interconnection, services, or network elements according to subsection (d) [of Section 252].

87. The Commission must make an affirmative determination that the rates, terms, and conditions that it prescribes in this arbitration proceeding for interconnection are consistent with the requirements of Sections 251(b)-(c) and Section 252(c) of the Act.

88. Under Section 251(b), 47 U.S.C. § 251(b), each local exchange carrier has the following duties:

- (1) the duty not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on the resale of its telecommunications service;
- (2) the duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the FCC;
- (3) the duty to provide dialing parity to competing providers of telephone exchange

service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays;

- (4) the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with Section 224 of the Act; and
- (5) the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.

89. Section 251(c) states that each incumbent local exchange carrier, such as BellSouth, has the following additional duties:

- (1) the duty to negotiate in good faith;
- (2) the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within the carrier's network that is at least equal in quality to that provided by the local exchange carrier to itself, or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory.
- (3) the duty to provide, to any requesting telecommunications carrier, *nondiscriminatory access to network elements on an unbundled basis* at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to



- combine such elements in order to provide such telecommunications service;
- (4) the duty to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers and not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on the resale of such services;
  - (5) the duty to provide reasonable public notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks; and
  - (6) the duty to provide, on rates, terms and conditions that are just, reasonable and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that virtual collocation may be provided if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.

90. Section 252(d) sets forth the applicable pricing standards for interconnection and network element charges as well as for transport and termination of traffic. Section 252(d)(1) states in pertinent part that “determinations by a State commission of the just and reasonable rate for the interconnection of facilities and equipment . . . and the just and reasonable rate for network elements . . . shall be (i) based on the cost (determined by reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable), and (ii) nondiscriminatory, and (B) may include a reasonable profit.”

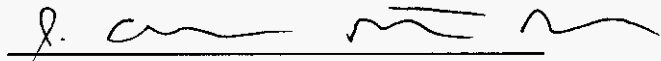
47 U.S.C. § 252(d)(1). Section 252(d)(2) further states in pertinent part that “a State commission

shall not consider the terms and conditions for reciprocal compensation [for transport and termination] to be just and reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of another carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls." 47 U.S.C. § 252(d)(2).

### VIII. CONCLUSION

91. WHEREFORE, for the foregoing reasons, ITC^DeltaCom respectfully requests that the Commission arbitrate this matter in accordance with the Act; upon hearing this matter and receiving evidence regarding the issues contained in this petition, require incorporation of ITC^DeltaCom's position on each disputed issue into a successor Interconnection Agreement to be executed between ITC^DeltaCom and BellSouth; and such other, more general or specific relief as is just and proper.

Respectfully submitted this 11<sup>th</sup> day of June, 1999.



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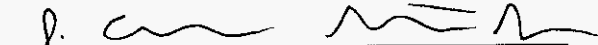
**Certificate of Service**

The undersigned certifies that a true and correct copy of the foregoing has been furnished by **overnight-delivery** on this 11<sup>th</sup> day of June, 1999, to the following:

Ms. Parkey Jordan  
BellSouth Telecommunications, Inc.  
BellSouth Center  
675 West Peachtree Street, Suite 4300  
Atlanta, Georgia 30375-0001  
404-335-0794 (telephone)  
404-658-9022 (facsimile)

and by **hand-delivery** to:

BellSouth Business Systems  
2661 W. Executive Center Circle  
Tallahassee, Florida  
850-216-3500

  
\_\_\_\_\_  
Attorney

**INTERCONNECTION AGREEMENT BETWEEN  
ITC^DELTACOM COMMUNICATIONS, INC.  
AND BELLSOUTH TELECOMMUNICATIONS, INC.**

## AGREEMENT

**THIS AGREEMENT** is made by and between BellSouth Telecommunications, Inc., ("BellSouth"), a Georgia corporation, and ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom, hereinafter referred to as ("ITC^DeltaCom") an Alabama corporation, and shall be deemed effective as of \_\_\_\_\_. This agreement may refer to either BellSouth or ITC^DeltaCom or both as a "Party" or "Parties. "

## WITNESSETH

WHEREAS, BellSouth is an incumbent 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, ITC^DeltaCom is a competitive 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 ITC^DeltaCom agree as follows:

### **1. Term of the Agreement**

- 1.1 The term of this Agreement shall be two years, beginning \_\_\_\_\_. The term of this Agreement may be extended by one year by mutual agreement of the Parties.
- 1.2 The Parties agree that by no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the terms, conditions and prices of local interconnection to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").
- 1.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 1.2, 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.

## **2. Ordering Procedures**

- 2.1 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide, Resale Ordering Guide, and as set forth in Attachment 6 of this Agreement, as appropriate.
- 2.2 BellSouth has developed electronic systems for placing most resale and some 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.

## **3. Parity**

- 3.1 The services and service provisioning that BellSouth provides ITC^DeltaCom for resale will be at least equal in quality to that provided to BellSouth, or any BellSouth subsidiary, affiliate or end user. In connection with resale, BellSouth will provide ITC^DeltaCom with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality that will enable ITC^DeltaCom to provide equivalent levels of customer service to their local exchange customers as BellSouth provides to its own end users.
- 3.2 BellSouth shall also provide ITC^DeltaCom with unbundled network elements, and access to those elements, that is at least equal in quality to that which BellSouth provides BellSouth, or any BellSouth subsidiary, affiliate or other CLEC. BellSouth will provide ITC^DeltaCom with pre-ordering, ordering, maintenance and trouble reporting, and daily usage data functionality equal to or greater than that which BellSouth provides to its own end users.

#### 4. White Pages Listings

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

- 4.1 Listings. BellSouth or its agent will include ITC^DeltaCom residential and business customer listings in the appropriate White Pages (residential and business) or alphabetical directories and to all directory publishers that BellSouth end users are included. Directory listings will make no distinction between ITC^DeltaCom and BellSouth subscribers.
- 4.2 Rates. Subscriber primary listing information in the White Pages shall be provided at no charge to ITC^DeltaCom or its subscribers provided that ITC^DeltaCom provides subscriber listing information to BellSouth at no charge.
- 4.3 Procedures for Submitting ITC^DeltaCom Subscriber Information. BellSouth will provide to ITC^DeltaCom a magnetic tape or computer disk containing the proper format for submitting subscriber listings. ITC^DeltaCom will be required to provide BellSouth with directory listings and daily updates to those listings, including new, changed, and deleted listings, in an industry-accepted format. These procedures are detailed in BellSouth's Local Interconnection and Facility Based Ordering Guide.
- 4.4 Unlisted and Non-Published Subscribers. ITC^DeltaCom will be required to provide to BellSouth the names, addresses and telephone numbers of all ITC^DeltaCom customers that wish to be omitted from directories.
- 4.5 Inclusion of ITC^DeltaCom Customers in Directory Assistance Database. BellSouth will include and maintain ITC^DeltaCom subscriber listings in BellSouth's directory assistance databases at no charge. BellSouth and ITC^DeltaCom will formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.
- 4.6 Listing Information Confidentiality. BellSouth will accord ITC^DeltaCom's directory listing information the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to ITC^DeltaCom's customer proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings.
- 4.7 Optional Listings. Additional listings and optional listings will be offered by BellSouth at tariffed rates as set forth in the General Subscriber Services Tariff.
- 4.8 Delivery. BellSouth or its agent shall deliver White Pages directories to ITC^DeltaCom subscribers at no charge.

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

If ITC^DeltaCom is a facilities based provider or a facilities based and resale provider, this section and Attachment 9 shall apply. BellSouth shall, upon request of ITC^DeltaCom, provide to ITC^DeltaCom access to its unbundled elements at any technically feasible point for the provision of ITC^DeltaCom's telecommunications service where such access is necessary and failure to provide access would impair the ability of ITC^DeltaCom to provide services that it seeks to offer. Any request by ITC^DeltaCom 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 following.

- 5.1 Bona Fide Request/New Business Requests are to be used when ITC^DeltaCom 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 ITC^DeltaCom'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.
- 5.2 A Bona Fide Request/New Business Request shall be submitted in writing by ITC^DeltaCom and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a ITC^DeltaCom'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 ITC^DeltaCom's Account Executive.
- 5.3 A BFR/NBR requested by another CLEC shall be available as a UNE to ITC^DeltaCom on request.

**6. Liability and Indemnification**

- 6.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ITC^DeltaCom revenues.
- 6.2 Liability for Acts or Omissions of Third Parties. Neither BellSouth nor ITC^DeltaCom shall be liable for any act or omission of another telecommunications company providing a portion of the services provided under this Agreement.



### 6.3 Limitation of Liability.

6.3.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ITC^DeltaCom, any ITC^DeltaCom customer or by any other person or entity, for damages associated with any of the services provided by BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Part A, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ITC^DeltaCom pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Part A, ITC^DeltaCom's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ITC^DeltaCom, any ITC^DeltaCom customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by ITC^DeltaCom resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability. Likewise, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of ITC^DeltaCom and claims for damages by BellSouth resulting from the failure of ITC^DeltaCom to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability. Willful misconduct as used in this Section shall not include either Party's actions in reliance upon a reasonable interpretation of any term of this Agreement, even if such interpretation is ultimately found to be erroneous by a State Commission, the FCC or a court of competent jurisdiction.

6.3.2 Limitations in Tariffs. Subject to the provisions of 6.3.1, 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.

6.3.3 Neither BellSouth nor ITC^DeltaCom shall be liable for damages to the other's terminal location, POI or other company's customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment or associated wiring, except to the extent caused by a company's negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

6.3.4 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.

6.4 Indemnification for Certain Claims. BellSouth and ITC^DeltaCom providing services, their affiliates and their parent company, shall be indemnified, defended and held harmless by each other against any claim, loss or damage arising from the receiving company's use of the services provided under this Agreement pertaining to (1) claims for libel, slander, invasion of privacy or copyright infringement arising from the content of the receiving company's own communications, or (2) any claim, loss or damage claimed by the other company's customer arising from one company's use or reliance on the other company's services, actions, duties, or obligations arising out of this Agreement; provided that in the event of a claim arising under this Section 6, to the extent any claim, loss or damage is caused by the gross negligence or willful misconduct of the providing party, the receiving Party shall have no obligation to indemnify, defend or hold harmless the providing Party hereunder, subject to the other terms of this Section 6. Notwithstanding the foregoing, to the extent that a claim, loss or damage is caused by the gross negligence or willful misconduct of a supplying Party, the receiving Party shall have no obligation to indemnify, defend and hold harmless the supplying Party hereunder.

6.5 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.

- 6.6 ITC^DeltaCom and BellSouth will work cooperatively to minimize fraud associated with third-number billed calls, calling card calls, or any other services related to this Agreement. The Parties fraud minimization procedures are to be cost effective and implemented so as not to unduly burden or harm one Party as compared to the other.

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

To the extent technically feasible, BellSouth maintains call detail records for ITC^DeltaCom end users for limited time periods and can respond to subpoenas and court ordered requests for information. BellSouth shall maintain such information for ITC^DeltaCom end users for the same length of time it maintains such information for its own end users.

- 7.1 In situations where BellSouth is providing Call Detail Records to ITC^DeltaCom as a service to ITC^DeltaCom.

ITC^DeltaCom agrees that BellSouth will respond to subpoenas and court ordered requests delivered directly to BellSouth for the purpose of providing call detail records when the targeted telephone numbers belong to ITC^DeltaCom end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request.

- 7.2 ITC^DeltaCom agrees that in cases where ITC^DeltaCom receives subpoenas or court requests for call detail records for targeted telephone numbers belonging to ITC^DeltaCom end users, ITC^DeltaCom will advise the law enforcement agency initiating the request to redirect the subpoena or court ordered request to BellSouth. Billing for call detail information will be generated by BellSouth and directed to the law enforcement agency initiating the request.

- 7.2 In cases where the timing of the response to the law enforcement agency prohibits ITC^DeltaCom from having the subpoena or court ordered request redirected to BellSouth by the law enforcement agency, ITC^DeltaCom will furnish the official request to BellSouth for providing the call detail information. BellSouth will provide the call detail records to ITC^DeltaCom and bill ITC^DeltaCom for the information. ITC^DeltaCom agrees to reimburse BellSouth for the call detail information provided.

- 7.3 In cases where the timing of the response to the law enforcement agency prohibits BellSouth from having the subpoena or court ordered request redirected to ITC^DeltaCom by the law enforcement agency, BellSouth will

furnish the official request to ITC^DeltaCom for providing the call detail information. ITC^DeltaCom will provide the call detail records to BellSouth and bill BellSouth for the information. BellSouth agrees to reimburse ITC^DeltaCom for the call detail information provided.

- 7.4 ITC^DeltaCom will provide ITC^DeltaCom end user and/or other customer information that is available to ITC^DeltaCom in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests ITC^DeltaCom end user and/or other customer information to ITC^DeltaCom for the purpose of providing this information to the law enforcement agency.

## **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. ITC^DeltaCom is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.
- 8.2 Ownership of Intellectual Property. Any intellectual property which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.
- 8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.

Promptly after receipt of notice of any claim or the commencement of any action for which a Party may seek indemnification pursuant to this Section, such Party (the "Indemnified Party") shall promptly give written notice to the other Party (the "Indemnifying Party") of such claim or action, but the failure to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability it may

have to the Indemnified Party except to the extent the Indemnifying Party has actually been prejudiced thereby. The Indemnifying Party shall be obligated to assume the defense of such claim, at its own expense. The Indemnified Party shall cooperate with the Indemnifying Party's reasonable requests for assistance or information relating to such claim, at the Indemnifying Party's expense. The Indemnified Party shall have the right to participate in the investigation and defense of such claim or action, with separate counsel chosen and paid for by the Indemnified Party.

- 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 under the circumstances, 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 ITC^DeltaCom to provide each other with certain confidential information, including trade secret information, including but not limited to, technical and business plans, technical information, proposals, specifications, drawings, procedures, customer account data, call detail records and like information (hereinafter collectively referred to as "Information"). All Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend and that the Information will be returned to the owner within a reasonable time. The Information shall not be copied or reproduced in any form. BellSouth and ITC^DeltaCom shall receive such Information and not disclose such Information. BellSouth and ITC^DeltaCom shall protect the Information received from distribution, disclosure or dissemination to anyone except employees of BellSouth and ITC^DeltaCom with a need to know such Information and which employees agree to be bound by the terms of this Section. BellSouth and ITC^DeltaCom will use the same standard of care to protect Information received as they would use to protect their own confidential and proprietary Information. Where customer specific information or critical network information is communicated orally to designated company representatives in furtherance of this Agreement, both Parties agree that those employees shall protect such Information from disclosure to anyone except employees of BellSouth and ITC^DeltaCom with a need to know such Information.
- 9.2 **Exception to Obligation.** Notwithstanding the foregoing, there will be no obligation on BellSouth or ITC^DeltaCom 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 ITC^DeltaCom; (2) lawfully obtained from any source other than the owner of the Information; or (3) previously known to the receiving Party without an obligation to keep it confidential.

**10. Assignments**

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

## 11. Resolution of Disputes

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, either Party may petition the Commission or other appropriate forum 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. The Party which does not prevail shall pay all reasonable costs of the arbitration or other formal complaint proceeding, including reasonable attorney's fees and other legal expenses of the prevailing Party.

## 12. Limitation of Use

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

## 13. Taxes

- 13.1 **Any Federal, state or local excise, license, sales, use or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party to obligated to pay any such taxes may contest the same and shall be entitled to the benefit of any refund or recovery. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing, records, testimony, and such additional information or assistance as may reasonably be necessary to pursue the contest.**

## 14. 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 best efforts to avoid or remove such causes of non-performance and both Parties shall proceed whenever such causes are removed or cease.

**15. Year 2000 Compliance**

Each party warrants that it has implemented a program the goal of which is to ensure that all software, hardware and related materials (collectively called "Systems") delivered, connected with or supplied in the furtherance of the terms and conditions specified in this Agreement (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendars dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

**16. Modification of Agreement**

- 16.1 BellSouth shall make available , pursuant to 47 USC § 252 and 47 CFR 51.809 any individual interconnection, service or network element provided under any other agreement filed and approved.
- 16.1 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.
- 16.3 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).
- 16.4 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 ITC^DeltaCom or BellSouth to perform any material terms of this Agreement, ITC^DeltaCom 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.

- 16.5 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.
- 16.6 If ITC^DeltaCom changes its name or makes changes to its structure or identity due to a merger, acquisition, transfer or any other reason, it is the responsibility of ITC^DeltaCom to notify BellSouth of said change and request that an amendment to this Agreement, if necessary, be executed to reflect said change.

**17. Waivers**

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

**18. Governing Law**

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

**19. Arm's Length Negotiations**

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

**20. Notices**

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

**BellSouth Telecommunications, Inc.**

CLEC Account Team  
9<sup>th</sup> Floor

600 North 19<sup>th</sup> Street  
Birmingham, Alabama 35203

and

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

ITC^DeltaCom  
Senior Manager – Industry Relations  
1530 DeltaCom Drive  
PO Box 787  
Anniston, AL 36202

and

Director – Regulatory Affairs  
Suite 101  
700 Boulevard South  
Huntsville, AL 35802

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

- 20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.
- 20.3 BellSouth shall provide ITC^DeltaCom 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale and notify ITC^DeltaCom via e-mail of new Internet postings within 3 days of said posting. To the extent that revisions occur between the time BellSouth notifies ITC^DeltaCom of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify ITC^DeltaCom of such revisions consistent with its internal notification process. ITC^DeltaCom 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. ITC^DeltaCom may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

**21. Interpretation of Terms of Contract**

The terms and conditions of this contract shall be liberally construed to achieve the purpose of enabling ITC^DeltaCom to provide competing telephone exchange service to telecommunications service end users within the territory of BellSouth.

**22. Rule of Construction**

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

**23. 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.

**24. 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.

**25. Breach of Contract**

Notwithstanding Section 6.3.1 hereof, if either Party fails to perform its obligations under any material provision of this Agreement in any material respect arising from its gross negligence, willful misconduct or otherwise and the Parties cannot resolve the dispute within thirty days following written notice thereof, the non-defaulting Party at its option may (i) file a claim for a complaint with the appropriate commission requesting penalties; (ii) file a complaint for damages with the appropriate court or commission; or (iii) pursue any other remedies provided by law or in equity. Penalties shall consist of \$100,000 for each default for each day the breach or default continues after said thirty (30) days notification. A breach of contract shall not include instances defined by Section 14 ("Force Majeure") of this Agreement, instances where the non-defaulting Party's actions or omissions caused the other Party's failure to perform or actions by either party in reliance upon a reasonable interpretation of any term of this Agreement, even if such interpretation is ultimately found to be erroneous by a State Commission, the FCC or a court of competent jurisdiction. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment of its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.

**26. 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

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

**BellSouth Telecommunications, Inc.**

**ITC^DeltaCom Communications, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Definitions

**“Undefined Terms”** The Parties acknowledge that terms may appear in this Agreement 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.

1. **“Access Service Request” or “ASR”** means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.
2. **“Advanced Intelligent Network” or “AIN”** means a network switching and architecture concept that centralizes intelligence in databases and application processors internal to the network rather than in central office switching systems. AIN enables the network to complete interactions (or actions) regarding routing, signaling and information quickly and accurately. The AIN concept permits intelligent database systems and application processors to be either centralized or distributed throughout one network.
3. **“Advanced Intelligent Network Features” or “AIN/IN Features”** refers to the replacement or enhancement of electronic switching and electronic network hardware and software functions via the use of distributed network based processors and Common Channel Interoffice Signaling (CCIS/SS7). For example, SCPs and STCs are part of the advanced intelligent network. AIN also features a “service creation environment” which permits the end user or reseller to create, and modify, in near real time, their own network routing instructions for calls to their facilities, creating, in effect a user customizable virtual network.
4. **“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.
5. **“American National Standards Institute” or “ANSI”** is a private, non-profit organization representing more than 1,300 corporations, 30 government agencies, 20 institutions and 250 trade, labor, consumer, technical and professional organizations which sets voluntary standards for the United States (US.). ANSI has established an Information Infrastructure Standards Panel. ANSI is appointed by the U.S. State Department as a representative of the U.S. to the ITU's International Standards Organization.
6. **“Automated Report Management Information System” or “ARMIS”** means the most current ARMIS 4308 report issued by the FCC.

7. **“Automatic Number Identification” or “ANI”** is a telecommunications carrier signaling parameter that identifies, through industry standard network interfaces and formats (either SS7/CC1S (preferred), or in band signaling (predecessor technology), the billing number of the calling party. This functionality is also known and referred to as “Calling Party Number” or “CPN”. This term is not to be limited by “Called Party Identification” service, another product that is frequently required by call centers.
8. **“Busy Line Verification/BLVI Traffic” or “BLV/BLVI Call”** refers to an operator call in which the end user inquires as to the busy status of, or requests an interruption of, a call on an Exchange Service.
9. **“Calling Party Number” or “CPN”** When a call is set up over an ISDN network, SS7 sends an IAM (Initial Address Message) as part of the ISUP (ISDN User Part) protocol. Included in the IAM is the Calling Party Number subfield, which contains the number of the calling party. Also included is a two-bit Presentation Indicator (PI), which indicates whether the terminating switch (cellular or PSTN) should pass the CPN to the called party. If the PI says “yes”, the originating number is passed to the called party, who can see that number displayed on the telephone set or on an adjunct display device. The end result is Caller ID, perhaps also with the Caller Name, assuming that the called party has subscribed to those features. Based on recognition of the calling party, or the lack of it, Caller ID can prompt the called party to either accept or reject the call.
10. **“Carrier Identification Code” or “CIC”** means a three or four digit number assigned to an IXC that identifies that carrier's traffic.
11. **“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.
12. **“CLASS Features”** refers to features and functions (products) which become available on the “line side” of the Central Office through the use of common channel signaling system seven (CCS/SS7). CLASS features include, but are not necessarily limited to: Automatic Call Back, Call Trace, Caller ID and Related Blocking Features, Distinctive Ringing/Call Waiting, Selective Call Forward, and Selective Call Rejection.
13. **“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.
14. **“Common Channel (Interoffice) Signaling” or “CCS”** means a method of digitally transmitting call set-up and network control data over separate physical or virtual connections from those which normally carry the actual call user connections.

The current industry standard for common carrier network signaling is called Signaling System 7.

**15. "Cross Connect"** is a connection scheme between cabling runs, subsystems, and equipment using patch cords or numbers that attach to connecting hardware on each end.

**16 "Customer Local Area Signaling Services" or "CLASS"** means features available to end users based on availability of CCS, including, without limitation, Automatic Callback, Call Trace, Caller ID and related blocking, Distinctive Ringing, Call Waiting, Selective Call Forward and Selective Call Rejection.

**17. "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.

**18. "DID" or "Direct Inward Dialing"** is a feature which allows callers on the public switched network to directly dial a specific PBX or Centrex extension telephone.

**19. "Digital Loop Carrier" or "DLC"** is as defined in BellCore TR-TSY-000008, "Digital Interface Between the SLC-96 Digital Loop Carrier System and Local Digital Switch" and TRTSY-00303, " Integrated Digital Loop Carrier (IDLC) Requirements, Objectives and Interface."

**20. "Digital Service - Level 0" or "DS-0"** means a signal rate of 64 kilobits per second.

**21. "Digital Service - Level 1" or "DS-1"** is an industry standard telecommunications transport channel which can support a digital signaling rate of 1.544 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional", this channel is assumed to be fully available.

**22. "Digital Service - Level 3" or "DS-3"** is an industry standard telecommunications transport channel which can support a digital signal rate of 44.736 Mbps (Mega Bits Per Second) at industry standard performance levels. Unless identified and priced as "fractional", this channel is assumed to be fully available.

**23. "DSX" or "Digital and Access Cross-Connect System" ("DACS")** is a cross-connection product (including a

mounting bay/panel) used for termination of equipment and facilities operating at digital rates.

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

**25. "Electronic Data Interchange", "Electronic File Transfer" or "EFT"** is a process which utilizes an electronic format and protocol to send/receive digital data business documents between different companies' computers over phone lines. There are several generally accepted industry standards for EFT, pending acceptance of a single common standard.

**26. "Exchange Access"** means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.

**27. "Exchange Service"** is a traditional marketing term used to refer to a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or receive calls from, other stations on the public switch telecommunications network. Exchange Services include, but are not limited to, basic residence and business line service, PBX trunk line service, pay telephone stations, pay phone line service, Centrex and Centrex-like line services, AIN, and ISDN line/trunk services, Exchange Service does not traditionally include Private Line, Toll, Switched and Special Access (digital channel) services, which have traditionally been separately billed and regulated, although today these services are frequently formed from and bundled within common transport and network elements.

**28. "Feature Group A" or "FGA"** means FGA interexchange access as defined in BellSouth's FCC Tariff No. 1.

**29. "Feature Group B" or "FGB"** means FGB interexchange access as defined in BellSouth's FCC Tariff No. 1.

**30. "Feature Group D" or "FGD"** means FGD interexchange access as defined in BellSouth's FCC Tariff No. 1.

**31. "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.



- 32. "Interconnection"** means the connection between network elements that enable the formation of network systems. The objective of interconnection is to provide transport and transparent interoperation among separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several industry standard, or regulatory structured methods including, but not limited to, collocation arrangements ("physical" and "virtual" collocation) arrangements via industry standard interface arrangements.
- 33. "Interconnection Point", "Point of Interconnection" or "POI"** includes all points where ITC^DeltaCom is entitled to interconnect with BellSouth under the terms of this Agreement.
- 34. "Intermediary Function"** is defined as the delivery of traffic from:
- i) ITC^DeltaCom ; a CLEC other than ITC^DeltaCom or another telecommunications carrier through the network of BellSouth to an end user of ITC^DeltaCom; a CLEC other than ITC^DeltaCom or another telecommunications carrier;
  - ii) BellSouth; a CLEC other than ITC^DeltaCom or another telecommunications carrier through the network of ITC^DeltaCom to an end user of BellSouth; a CLEC other than ITC^DeltaCom or another telecommunications carrier.
- 35. "Interexchange Carrier" or "IXC"** traditionally means a provider of interexchange telecommunications services. Under the new Act, the term IXC may be interpreted to embrace any competitive intermediary telecommunications carrier providing switched (and/or private line) services between switching entities operated by local exchange service providers. (BOC-LEC, Independent-LEC, Competitive-LEC, Wireless-LEC). IXC connectivity is typically an access services arrangement. The use of this term does not preclude the provider from also offering bundled telecommunications services.
- 36. "InterLATA Service"** means telecommunications between a point located in one LATA and a point located outside such area.
- 37. "IntraLATA Service"** means telecommunications between a point located in one LATA and a point located in the same LATA.
- 38. "International Telecommunications Union" or "ITU"** is a United Nations organization which comprises the organization previously known as the CCITT. Open Standards Interconnection (OSI) standards are established by the ITU. Telecommunications Management Network (TMN) standards are a subset of the OSI model. The American National Standards Institute (ANSI) is appointed by the State Department as a U.S. representative to the ITU's ISO.

39. **"Line Side"** refers to local loop interface ports of an end office switch that are programmed to treat the circuit as a local line.

40. **"Local Exchange Carrier" or "LEC"** means any carrier that provides local common carrier telecommunications services to telecommunication services to end users within a given LATA and interconnects to other carriers for the provision of alternative telecommunications products or services, including, but not limited to toll, special access, and private line services. This includes the Parties to this Agreement. The term "Incumbent-LEC" or "I-LEC" is sometimes used to refer to the dominant LEC for a particular locality (such as BellSouth). Such Incumbent-LECs include both Bell Operating Companies ("BOCs") and non-BOC LECs, which are often referred to as "Independent-LECs". New entrants into the local exchange market are sometimes referred to as "Competitive LECs" or "CLECs", or sometimes as "Alternative LECs" or "ALECs."

41. **"Local Exchange Routing Guide" or "LERG"** means a BellCore Reference customarily used to identify NPA-NXX routing and homing information, as well as network element and equipment designations.

42. **"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.

43. **"Local Traffic"** for the purpose of reciprocal compensation, calls to ISPs shall continue to be treated as local traffic.

44. **"Local Access and Transport Area" or "LATA"** means one of the contiguous geographic areas established pursuant to the AT&T Content Decree to define the permitted operating regions of the RBOCs prior to the enactment of the Telecommunications Act of 1996.

45. **"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.

46. **"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.

**47. "Network Element"** means any facility or equipment used by BellSouth in the provision of Exchange Services, and all features, functions and capabilities that are provided by means of such facility or equipment.

**48. "Numbering Plan Area" or "NPA"** is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each "digit" telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 Possible NXX Codes. At present, there are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAS". A "Geographic NPA" is associated with a defined geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. In some locations, and ultimately with number portability, more than one area code will be associated with many geographic areas. A "Non-Geographic NPA", also known as a "Service Access Code" (SAC Code) is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 9100, 700, and 888 are examples of Non-Geographic NPAS.

**49. "NXX", "NXX Code", "Central Office Code" or "CO Code"** is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan. Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches, because, in general, this approach did not conflict with geographic numbering except as the CO approached number exhaustion. Where there are multiple COs in the same geographic area, this assignment method must change. With the advent of end-user telephone number portability, the usual one-on-one association on an NXX with an end office switching entity will be severed.

**50. "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.

**51. "OZZ Codes"** define FGD call paths through a LEC's access Tandem Office Switch.

**52. "Rate Center"** is defined as telephone company-designated geographic locations assigned vertical and horizontal coordinates between which airline mileages are determined for the charging of private lines.

**53. "Rating Point"** means the vertical and horizontal coordinates associated with a particular telephone number for rating purposes.

**54. "Routing Point"** traditionally refers to a location which a LEC or CLEC has designated on its own network as the homing (routing) point for traffic inbound to Telecommunications Services provided by the LEC or CLEC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage

measurements for the distance-sensitive transport element charges of Switched Access Services. At present, Bellcore Practice BR 795-100-100, places the Routing Point at either an "End Office" location, or a "LEC Consortium Point of Interconnection". According to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. Nothing in this Agreement shall be construed to preclude either Party hereto from establishing its own Routing Points.

**55. "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.

**56. "Reciprocal Compensation"** provides for the mutual and reciprocal recovery by each party of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of the other carrier. Calls are "terminated" when they are delivered to the end user receiving the call regardless of jurisdiction. Reciprocal compensation does not refer to the exchange of equal traffic volumes, nor does it refer to equal compensation or equal rates for compensation.

**57. "Synchronous Optical Network" or "SONET"** is a set of optical interface standards that allow optical transmission at rates from 51.4 Mbps to 13.22 Gbps. Synchronous optical network standard is an ultra-high-speed, fiber-optic transmission standard developed by Bellcore for largescale, fiber-based digital transmission networks that use equipment from many different manufacturers. It is the first telecom industry agreement on standardized interfaces between fiber optic transmission systems and is well on the way to becoming an international standard. Because all SONET-compatible devices speak a common language, network administrators will gain network-wide use of advanced operation and maintenance systems, regardless of who made individual network components. The SONET standard is built around a 51.84 Mbps basic communications channel that is multiplexed upward. SONET line-rate standards now include network bandwidths up to 2.488 Gbps, a rate equivalent to 48 basic SONET communications channels. SONET network standards incorporate present-day 1.544 Mbps DS-1 service and 44.6 Mbps DS-3 service as subsets of the 51.84 Mbps SONET basic channel. SONET will eventually become the primary avenue for transporting broadband ISDN services. Major network equipment manufacturers are introducing network products claiming conformity to the SONET standard.

**58. "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.).

59. **"Transit Calls"** means intraLATA calls (local and toll) sent between the Parties originating from or terminating to an end user of a third-party LEC, CLEC, wireless provider, or other carrier or calls sent between the Parties destined for or originating from an LEC.

60. **"Wire Center"** denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected and/or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of telecommunications services are located. The Parties hereby agree that interconnection will be available at any wire center which meets any or all legislative, judicial and regulatory eligibility standards for interconnection. Interconnection services and access to these interconnections shall not unreasonably be withheld by either Party on any grounds.

## **Attachment 1**

### **Resale**

## RESALE

### 1.0 Discount Rates

ITC^DeltaCom may purchase all retail Telecommunications Services provided by BellSouth. The price, or wholesale *discount* for these Telecommunications Services shall be the retail rates reduced by the wholesale discount rate established by the appropriate state public utility commission. The wholesale discount shall be as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

### 2.0 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 COMPETITIVE LOCAL EXCHANGE COMPANY (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 ITC^DeltaCom 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 an CLEC, such as ITC^DeltaCom, may offer resold local exchange telecommunications service.

### 3.0 General Provisions

- 3.1 ITC^DeltaCom 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.
- 3.2 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. Neither Party waives its right 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. Both



Parties reserve 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.

- 3.3 ITC^DeltaCom may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:
- 3.3.1 ITC^DeltaCom must resell services to other end users.
  - 3.3.2 ITC^DeltaCom must order services through resale interfaces, i. e., the LCSC and/or appropriate Resale Account Teams pursuant to Section 2 of General Terms and Conditions.
  - 3.3.3 ITC^DeltaCom cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.
- 3.4 The provision of services by BellSouth to ITC^DeltaCom does not constitute a joint undertaking for the furnishing of any service.
- 3.5 ITC^DeltaCom 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 ITC^DeltaCom for all services.
- 3.6 ITC^DeltaCom 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.
- 3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. The Parties shall not restrict the customer's choice of using other telecommunications carriers and their services.
- 3.8 BellSouth maintains the right to serve directly any end user within the service area of ITC^DeltaCom. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ITC^DeltaCom.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party. Neither Party, its employees, and its subcontractors shall make disparaging comments regarding the other Party or its services to end users.
- 3.10 Current telephone numbers may normally be retained by the end user.
- 3.11 For the purpose of the resale of BellSouth's telecommunications services by ITC^DeltaCom, BellSouth will provide ITC^DeltaCom with an on line access to telephone numbers for reservation on a first come first serve basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days. ITC^DeltaCom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC) and in such instances BellSouth may request that ITC^DeltaCom cancel its reservations of numbers. ITC^DeltaCom shall comply with such request.
- 3.12 Further, upon ITC^DeltaCom's request, and for the purpose of the resale of BellSouth's telecommunications services by ITC^DeltaCom, BellSouth will reserve up to 100 telephone numbers per CLLIC, for ITC^DeltaCom's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. ITC^DeltaCom 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 of ITC^DeltaCom's reasonable need in that particular CLLIC.

- 3.13 ITC^DeltaCom may resell BellSouth services only within the specific resale service area as defined in its certificate(s) of authority as a local telecommunications carrier.

- 3.14 ~~All costs incurred by BellSouth for providing services requested by ITC^DeltaCom that are not covered in the BellSouth tariffs, including but not limited to Special Assemblies, shall be recovered from ITC^DeltaCom as specified by BellSouth.~~

**4.0 Restrictions on Provision of Service**

- 4.1 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 4.2 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 4.3 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 4.4 BellSouth accepts no responsibility to any person for any unlawful act committed by ITC^DeltaCom or its end users as part of providing service to ITC^DeltaCom for purposes of resale or otherwise.
- 4.5 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 4.5.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;
- 4.5.2 Cause damage to BellSouth's plant;
- 4.5.3 Impair the privacy of any communications; or
- 4.5.4 Create hazards to any employees or the public.
- 4.5.5 ITC^DeltaCom 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 any such changes will be implemented in a nondiscriminatory manner.
- 4.5.6 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ITC^DeltaCom is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

**5.0 BellSouth's Provision of Services to ITC^DeltaCom**

- 5.1 ITC^DeltaCom agrees that its resale of BellSouth services shall be as follows:
- 5.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

- 5.1.2 Hotel and Hospital PBX service 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 Shared Tenant Service Tariff
- 5.1.3 ITC^DeltaCom 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.
- 5.2 BellSouth reserves the right to periodically audit services purchased by ITC^DeltaCom to establish authenticity of use. Such audit shall not occur more than once in a calendar year. ITC^DeltaCom 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.
- 5.3 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 BellSouth's Tariff referring to Shared Tenant Service
- 5.4 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 ITC^DeltaCom.
- 5.5 White page directory listings will be provided in accordance with Section 4 of the General Terms and Conditions.
- 5.6 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services: Simplified Message Desk Interface -- Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone 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.
- 5.7 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.
- 5.8 BellSouth will provide customer record information to ITC^DeltaCom provided ITC^DeltaCom has either executed a blanket agency agreement or has the appropriate Letter(s) of Authorization. BellSouth shall provide customer record information via an electronic interface and in accordance with the provisions of Attachment 6.

- 5.9 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.

## **6.0 Operations Support Systems Functions**

- 6.1 BellSouth shall provide ITC^DeltaCom advance notice of changes to the prices, terms, and conditions for Resale in accordance with the provisions of Section 20.3 of the General Terms and Conditions. BellSouth provides electronic access to customer record information. Access is provided through the Local Exchange Navigation System (LENS), and the Telecommunications Access Gateway (TAG). Customer Record Information includes but is not limited to, customer specific information in CRIS and RSAG. ITC^DeltaCom agrees not to view, copy or otherwise obtain access to the customer record information of any customer without that customer's permission and only in accordance with applicable federal and state regulations.

- 6.2 As provided in Section 3 of the General Terms and Conditions and Attachment 6, BellSouth shall provide ITC^DeltaCom, at its request, non-discriminatory access to BellSouth's OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing.

- 6.3 Resale Services made available by BellSouth for resale and OSS functions for ordering, provisioning, repair, maintenance and billing shall be equal in quality and provisioned with the same timeliness to that provided by BellSouth to itself or to any Subsidiary, Affiliate or any other Person to which BellSouth directly provides the Resale Service, including BellSouth's retail Customers and any other Telecommunications Carrier.

## **7.0 Maintenance of Services**

- 7.1 ITC^DeltaCom will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.
- 7.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth
- 7.3 ITC^DeltaCom 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.
- 7.4 ITC^DeltaCom accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 7.5 ITC^DeltaCom will be BellSouth's single point of contact for all repair calls on behalf of ITC^DeltaCom's end users. The parties agree to promptly provide one another with toll-free contact numbers for such purposes.
- 7.6 ITC^DeltaCom will contact the appropriate repair centers in accordance with reasonable procedures established by BellSouth
- 7.7 For all repair requests, ITC^DeltaCom accepts responsibility for adhering to BellSouth's reasonable prescreening guidelines prior to referring the trouble to BellSouth.
- 7.8 BellSouth will bill ITC^DeltaCom 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.

- 7.9 BellSouth reserves the right to contact ITC^DeltaCom's customers, if deemed necessary, for maintenance purposes. Facilities and/or equipment utilized by BellSouth to provide service to ITC^DeltaCom remain the property of BellSouth.
- 8.0 Establishment of Service**
- 8.1 If ITC^DeltaCom has not already done so, after receiving certification as a local exchange company from the appropriate regulatory agency, ITC^DeltaCom will provide the appropriate Company service center the necessary documentation to enable BellSouth to establish a master account for ITC^DeltaCom. 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. BellSouth.
- 8.2 Service orders will be in a standard format designated by BellSouth.
- 8.3 BellSouth will not require end user confirmation prior to establishing service for ITC^DeltaCom's end user customer. ITC^DeltaCom must, however, be able to demonstrate end user authorization upon request.
- 8.4 ITC^DeltaCom 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 ITC^DeltaCom to BellSouth or will accept a request from another CLEC for conversion of the end user's service from ITC^DeltaCom to the other LEC. BellSouth will promptly notify ITC^DeltaCom that such a request has been processed.
- 8.5 If BellSouth determines that an unauthorized change in local service to ITC^DeltaCom has occurred, BellSouth will reestablish service with the appropriate local service provider. If BellSouth determines that ITC^DeltaCom has initiated the unauthorized change, the unauthorized change charge described in F.C.C. Tariff No. 1, Section 13 will be assessed. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to ITC^DeltaCom. These charges shall be credited if ITC^DeltaCom provides proof of authorization or if it is determined that BellSouth or another LEC other than ITC^DeltaCom is the source of the error.
- 8.6 BellSouth shall provide prompt electronic notification to ITC^DeltaCom of all cutovers of Resale Services to ITC^DeltaCom end users.
- 8.7 BellSouth shall notify ITC^DeltaCom via an electronic means or as otherwise specified by ITC^DeltaCom promptly of any installation due dates for Resale Services which are in jeopardy of being missed.
- 8.8 At least five (5) days prior to re-establishing its local services directly to "win-back" customers that are ITC^DeltaCom end users, BellSouth shall notify ITC^DeltaCom of the date upon which such Customers will be switched back to BellSouth.
- 8.9 BellSouth shall take orders for resale from ITC^DeltaCom provided the deposit requirements of Section 1.11 of Attachment 7 to this Agreement are met.
- 8.10 The Parties will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

**9.0 Standards of Performance**

- 9.1 BellSouth shall provide Resale Services to ITC^DeltaCom (i) in accordance with the Performance Standards and Performance Measurements included in Attachment 10 hereto and (ii) as required by the FCC or the applicable State Commission.
- 9.2 911- BellSouth shall provide to ITC^DeltaCom 911 emergency call routing services at parity with BellSouth.
- 9.3 Customer Service Functions-Except as otherwise provided in this Agreement, ITC^DeltaCom shall be the single point of contact for all ITC^DeltaCom end users.
- 9.4 BellSouth shall refer all questions regarding ITC^DeltaCom service or product directly to ITC^DeltaCom. BellSouth shall use its best efforts to ensure that all BellSouth representatives who receive inquiries regarding ITC^DeltaCom services do not in any way disparage or discriminate against ITC^DeltaCom or its products or services.
- 9.5 The same quality standards that BellSouth requires of its employees when contacting BellSouth end users (e.g. honesty, respect, and courtesy) shall apply when its employees are in contact with ITC^DeltaCom end users.

**10. Resale of Customer Specific Arrangements**

- 10.1 BellSouth shall make available CSAs for resale as provided in Exhibits A and B to this Attachment. In cases where ITC^DeltaCom resells an existing CSA, BellSouth will not impose any termination charges on the end user or on ITC^DeltaCom provided that ITC^DeltaCom agrees to execute a mutually acceptable assumption letter and thereafter abides by the terms of the CSA.

**11. Payment And Billing Arrangements**

- 11.1 If ITC^DeltaCom has not already done so, Prior to submitting orders to BellSouth for local service, a master account must be established for ITC^DeltaCom. ITC^DeltaCom 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.
- 11.2 BellSouth shall bill ITC^DeltaCom on a current basis all applicable charges and credits.
- 11.3 Payment of all charges will be the responsibility of ITC^DeltaCom. ITC^DeltaCom shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ITC^DeltaCom from ITC^DeltaCom's customer. BellSouth will not become involved in billing disputes that may arise between ITC^DeltaCom 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.
- 11.4 BellSouth will render bills each month on established bill days for each of ITC^DeltaCom's accounts.
- 11.5 BellSouth will bill ITC^DeltaCom, 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, and telecommunications relay charges and other applicable taxes in accordance with Section 13 of the General Terms and Conditions.

- 11.6 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.
- 11.7 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.
- 11.8 If ITC^DeltaCom requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to ITC^DeltaCom.

**12. Billing Disputes**

- 12.1 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:
- 12.2 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.
- 12.3 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.
- 12.4 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.
- 12.5 Upon proof of tax exempt certification from ITC^DeltaCom, the total amount billed to ITC^DeltaCom will not include any taxes due from the end user. ITC^DeltaCom 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.
- 12.6 As the customer of record, ITC^DeltaCom will be responsible for, and remit to the 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.
- 12.7 If any portion of the payment is received by the CompanyBellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by the CompanyBellSouth in funds that are not immediately available to the CompanyBellSouth, then a late payment penalty shall be due to the CompanyBellSouth. 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.

- 12.8 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 ITC^DeltaCom.
- 12.9 BellSouth will not perform billing and collection services for ITC^DeltaCom 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.
- 12.10 Pursuant to 47 CFR Section 51.617, BellSouth will bill ITC^DeltaCom end user common line charges identical to the end user common line charges BellSouth bills its end users.
- 12.11 In general, BellSouth will not become involved in disputes between ITC^DeltaCom and ITC^DeltaCom's end user customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, ITC^DeltaCom 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 ITC^DeltaCom to resolve the matter in as timely a manner as possible. ITC^DeltaCom may be required to submit documentation to substantiate the claim.

### **13. Discontinuance of Service**

- 13.1 The procedures for discontinuing service to an end user are as follows:
  - 13.1.1. Where possible, BellSouth will deny service to ITC^DeltaCom's end user on behalf of, and at the request of, ITC^DeltaCom. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of ITC^DeltaCom. 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.
  - 13.1.2. At the request of ITC^DeltaCom, BellSouth will disconnect a ITC^DeltaCom end user customer.
  - 13.1.3. All requests by ITC^DeltaCom for denial or disconnection of an end user for nonpayment must be in writing or via the electronic interface established pursuant to Attachment 6 to the Agreement.
  - 13.1.4 ITC^DeltaCom will be made solely responsible for notifying the end user of the proposed disconnection of the service.
  - 13.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise ITC^DeltaCom 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 ITC^DeltaCom and/or the end user against any claim, loss or damage arising from providing this information to ITC^DeltaCom. It is the responsibility of ITC^DeltaCom 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.
- 13.2 The procedures for discontinuing service to ITC^DeltaCom are as follows:
  - 13.2.1 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 violation or noncompliance by ITC^DeltaCom of the rules and regulations of BellSouth's Tariffs.

- 13.2.2 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 ITC^DeltaCom, 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 ITC^DeltaCom to receive notices of noncompliance, discontinue the provision of existing services to ITC^DeltaCom at any time thereafter subject to state and federal regulatory requirements.
- 13.3.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 13.3.4 If BellSouth does not refuse additional applications for service and ITC^DeltaCom's noncompliance continues, nothing contained herein shall preclude BellSouth's right to refuse additional applications for service without further notice.
- 13.3.5 If payment is not received or arrangements made for payment by the date given in the written notification, ITC^DeltaCom's services will be discontinued. Upon discontinuance of service on a ITC^DeltaCom account, service to ITC^DeltaCom's end users will be denied. BellSouth will also reestablish service at the request of the end user or ITC^DeltaCom upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. ITC^DeltaCom is solely responsible for notifying the end user of the proposed disconnection of the service.

**14. MODIFICATION OF AGREEMENT**

- 14.1 Provisions for modifying the terms, rates and conditions of this Agreement are contained in Section 16 of the General Terms and Conditions to this Agreement.



## EXHIBIT A

Page 1

## APPLICABLE DISCOUNTS

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

<b>DISCOUNT*</b>			
<b>STATE</b>	<b>RESIDENCE</b>	<b>BUSINESS</b>	<b>CSAs***</b>
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%	9.05%
MISSISSIPPI	15.75%	15.75%	
NORTH CAROLINA	21.5%	17.6%	
SOUTH CAROLINA	14.8%	14.8%	8.98%
TENNESSEE**	16%	16%	

- When ITC^DeltaCom 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 ITC^DeltaCom provides its own operator services and directory services, the discount shall be 21.56%. ITC^DeltaCom 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%.**

**\*\*\* Unless noted in this column, the discount for Business will be the applicable discount rate for CSAs.**

**EXHIBIT B**

Type of Service		AL		FL		GA		KY		LA	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	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	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
4	Promotions - < 90 Days	Yes	No	Yes	No	Yes	No		No	Yes	No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	No	No	Yes	Yes
6	911/E911 Services (See Note8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes		
7	N11 Services (See Note 8)	Yes	Yes	Yes	Yes	Yes	Yes	No	No	No	No
8	AdWatch <sup>SM</sup> Svc (See Note 7)	Yes	No	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall <sup>®</sup> 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

Type of Service		MS		NC		SC		TN	
		Resale?	Discount?	Resale?	Discount?	Resale?	Discount?	Resale?	Discount?
1	Grandfathered Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
2	Contract Service Arrangements	YES	YES	Yes	Yes	Yes	Yes	Yes	Yes
3	Promotions - > 90 Days	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 3
4	Promotions - < 90 Days	Yes	No	Yes	Yes	Yes	No		No
5	Lifeline/Link Up Services	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Note 4
6	911/E911 Services (See Note8)	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes
7	N11 Services (See Note 8)	No	No	No	No	Yes	Yes	Yes	Yes
8	AdWatch <sup>SM</sup> Svc (See Note 7)	Yes	No	Yes	No	Yes	No	Yes	No
9	MemoryCall <sup>®</sup> 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

**Applicable Notes:**

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotion had it been provided by BellSouth directly.
- 3 In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
  - (a) the stated tariff rate, less the wholesale discount;
  - (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)
- 4 **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 Tennessee, ITC^DeltaCom shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. ITC^DeltaCom 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. ITC^DeltaCom 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 ITC^DeltaCom may charge for LifeLine Service shall be capped at the flat retail rate offered by BellSouth.
- 5 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 6 AdWatch<sup>SM</sup> Service is tariffed as BellSouth<sup>®</sup> AIN Virtual Number Call Detail Service.
- 7 Exclusions for N11/911/E911 are also applicable to equipment associated with the service.

## **Attachment 2**

### **Unbundled Network Elements**

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## ACCESS TO UNBUNDLED NETWORK ELEMENTS

### 1. Introduction

- 1.1 BellSouth shall, upon request of ITC^DeltaCom, and to the extent technically feasible, provide to ITC^DeltaCom access to its unbundled network elements for the provision of ITC^DeltaCom's telecommunications service. If no rate is identified in the contract, the rate for the specific service or function will be as set forth in applicable BellSouth tariff or as negotiated by the parties upon request by either party. Services cannot be charged as unbundled network elements; for example, ordering services from the tariff to a point collocated in a Central Office shall not incur UNE local loop or cross connect charges. At ITC^DeltaCom's option, access services may be ordered to the collocation space. When an End User of ITC^DeltaCom elects to discontinue service from ITC^DeltaCom and to transfer service to another LEC, including BellSouth, ITC^DeltaCom may at its option permit BellSouth to reuse the facilities. Disconnect charges shall not apply when BellSouth reuses the facilities to provide similar UNEs or services to itself or to another telecommunications carrier. BellSouth will refund any special construction charges when BellSouth takes the facilities back and reuses them to provide similar UNEs or services to itself or to other telecommunications carriers.
- 1.2 ITC^DeltaCom may purchase unbundled network elements from BellSouth for use in any manner ITC^DeltaCom 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 ITC^DeltaCom for combining to the designated ITC^DeltaCom collocation space. The unbundled network elements shall be provided as set forth in this Attachment.
- 1.3 BellSouth will provide the following combined unbundled network elements for purchase by ITC^DeltaCom. The rate of the following combined unbundled network elements is the sum of the individual element prices as set forth in this Attachment. Order Coordination as defined in Section 2 of Attachment 2 of this Agreement is available for each of these combinations in addition to SL1:
- SL2 loop and cross connect

- Port and cross connect
- Port and cross connect and vertical features
- Port and cross connect and common transport
- Port and cross connect and common transport and vertical features
- Port and vertical features
- SL2 Loop with loop concentration
- Loop with loop concentration and LNP
- Port and common transport
- SL2 Loop and LNP
- Extended loops
- Any other UNE combination(s) furnished to ITC^DeltaCom as of January 25, 1999. These UNE combinations will continue to be furnished until resolution of the remand to the 8<sup>th</sup> Circuit and the FCC's Orders addressing these issues.
- Access to BellSouth's NXX testing functionality at a comparable cost and access as that provided by BellSouth to its end users.

1.4 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.

1.5 In the event that any final and nonappealable legislative, regulatory, judicial or other legal action modifies or redefines the "Network Elements" in a manner which materially affects the terms of this Attachment or the Network Elements and/or prices set forth herein, either Party may, on thirty (30) days written notice, require renegotiation of such terms, and the Parties shall renegotiate in good faith such new terms in accordance with such legislative, regulatory, judicial or other legal action. In the event such new terms are not renegotiated within ninety (90) days after the notice for renegotiation, either party may petition the Commission for resolution of the dispute between the Parties. Each Party reserves the right to seek judicial review of any Commission ruling concerning this Attachment.

1.6 Performance Measurements associated with this Attachment 2 are contained in Attachment 10, and penalties for nonperformance are contained in the General Terms and Conditions section of this Agreement.

## **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 this Attachment.

### **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 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 loops to a CLEC 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 collocation space. These cross-connects are a separate element and are not considered a part of the loop.
  - 2.2.2.1 The standard time expected from disconnection of a live Exchange Service to the connection of the unbundled element to the ITC^DeltaCom collocation arrangement is 15 minutes.
  - 2.2.2.2 If the coordinated cut-over is delayed, the Party responsible for such delay is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ITC^DeltaCom.
  - 2.2.2.3 BellSouth Order Coordination referenced in this Attachment includes two types: "Order Coordination" and "Order Coordination - Time Specific."
  - 2.2.2.4 "Order Coordination" (also known as Manual Order Coordination) refers to standard BellSouth service order coordination involving SL2 and 4-wire 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 ITC^DeltaCom advised. Except for voice SL1, BellSouth shall waive NRCs where the OC is not provided.
  - 2.2.2.5 "Order Coordination – Time Specific" (also known as Order Coordination – Time Specific) refers to service order coordination in which ITC^DeltaCom requests a specific time for a service order conversion to take place. Loops on a single service order of 14 or more loops will be provisioned on a project basis. OC-TS is a chargeable option in addition to any applicable OC charge. ITC^DeltaCom may specify a time between 9:00 a.m. and 4:00 p.m. Monday through Friday. If ITC^DeltaCom specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC-TS charges.
  - 2.2.2.6 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. Said interval will be set in a reasonable manner and in accordance with any required extra work times. Some unbundled loops 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 ITC^DeltaCom, expedite charges will apply for intervals less than 5 days. The charges outlined in BST's FCC # 1 Tariff, Section 5.1.1, will apply. If ITC^DeltaCom 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 #1 Tariff, Section 5.4."

- 2.2.2.7 If ITC^DeltaCom modifies an order after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be reimbursed by ITC^DeltaCom.
- 2.2.2.8 If BellSouth modifies an order after sending a Firm Order Confirmation (FOC), any costs incurred by ITC^DeltaCom to accommodate the modification will be reimbursed by BellSouth.
- 2.2.2.9 Should BellSouth fail to meet the coordinated cutover time or complete the order within the specified time interval, BellSouth shall waive any non-recurring charges. For each subsequent failure on the same order, BellSouth shall waive 1 month's recurring charge.
- 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. Order Coordination (OC) and/or engineering information/circuit make-up data will be options. Upon issuance of an order in the service order system, SL1 loops without optional Order Coordination 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 provided to ITC^DeltaCom, and will be provided with Order Coordination. The OC feature will allow ITC^DeltaCom 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 (where appropriate), will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).



2.2.5 As a chargeable option on all unbundled loops BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow ITC^DeltaCom the ability to specify the time that the coordinated conversion takes place.

Except for SL1 voice grade loops, BellSouth shall provide UNE Center personnel dedicated to ITC^DeltaCom on the following schedule (based on BellSouth's worktimes filed with the state commissions):

Less than 7 loops per day: Available personnel  
From 7 to 13 loops per day: 1 person plus available personnel;  
From 14 to 20 loops per day: 2 people plus available personnel;  
One additional person for each additional 7 loops per day.

2.2.6 ITC^DeltaCom will be responsible for testing and isolating troubles on the unbundled loops. Once ITC^DeltaCom has isolated a trouble to the BellSouth provided loop, ITC^DeltaCom will issue a trouble 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 similarly situated loops to its customers (i.e., trouble clearance response times will be based on ITC^DeltaCom's class of service). [What is the time frame for customer repair especially for hospitals, etc.? What mechanism is BellSouth going to use to monitor and report on repair intervals?]

2.2.7 If ITC^DeltaCom reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge ITC^DeltaCom for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status. The applicable rate is in FCC No. 1, Section 13. If a No Trouble Found status is later proven to be a BellSouth trouble or outside of ITC^DeltaCom's network, BellSouth will waive any assessed testing and dispatch charges, BellSouth shall reimburse ITC^DeltaCom for any additional costs associated with isolating the trouble to BellSouth's facilities and/or equipment

2.2.8 If ITC^DeltaCom reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge ITC^DeltaCom for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status. The applicable rate is in FCC No. 1, Section 13. If a No Trouble Found status is later proven to be a BellSouth trouble or outside of ITC^DeltaCom's network, BellSouth will waive any assessed testing and dispatch charges. BellSouth shall reimburse ITC^DeltaCom for any additional costs associated with isolating the trouble to BellSouth's facilities and/or equipment

2.3 Technical Requirements

2.3.1 To the extent available within BST's Network at a particular location, BellSouth will offer loops capable of supporting telecommunications services such as: POTS, Centrex, basic rate ISDN, analog PBX, voice grade private line, ADSL, HDSL, DS1 and digital data (up to 64 kb/s). Additional services may include digital PBXs, primary rate ISDN, xDSL, and Nx 64 kb/s. If a requested loop type is not available, then the CLEC can use the Special Construction process to request that BellSouth place facilities or otherwise modify facilities in order to meet the CLEC's request.

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 ITC^DeltaCom will be consistent with industry standards and BST's TR73600.

2.3.1.2 In some instances, ITC^DeltaCom will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.) and/or limited amounts of bridge/end taps, so that ITC^DeltaCom can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. ITC^DeltaCom shall have access to the BellSouth network to determine how the copper loop should be engineered. ITC^DeltaCom will determine the type of service that will be provided over the loop. In some cases, ITC^DeltaCom may be required to pay additional charges for the removal of certain types of equipment. BellSouth's Special Construction process will be used to determine the costs and feasibility of these activities. In competitive wins where BellSouth reuses said loop for equivalent service, BellSouth will reimburse ITC^DeltaCom for these special construction charges.

2.3.1.2.1 The wholesale ADSL service is a non-designed service and that ADSL and HDSL UNEs are currently provided using old technology (plain copper pairs). In these instances where xDSL is provided by the current low technology methods, BellSouth agrees to cap the ADSL and HDSL NRCs at SL1 (for non-designed) and SL2 (for designed) NRC rates. Except for ADSL and HDSL, in cases in which ITC^DeltaCom has requested that BellSouth remove equipment from the BellSouth loop, BellSouth will no longer be expected to maintain and repair the loop to the standards specified for that loop type in the TR73600 and other standards referenced in this agreement.

2.3.1.2.2. ITC^DeltaCom, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to ITC^DeltaCom's request BellSouth has removed certain

equipment from BellSouth provided loops and as such, except for ADSL and HDSL, the loop may not perform within the technical specifications associated with that loop type. ITC^DeltaCom will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

2.3.1.2.3 In addition, ITC^DeltaCom recognizes there may be instances, except for ADSL and HDSL where a loop modified in this manner may be subjected to normal network configuration changes that may cause the circuit characteristics to be changed and may create an outage of the service that ITC^DeltaCom has placed on the loop. If this occurs, BellSouth will work cooperatively with ITC^DeltaCom to restore the circuit to its previous modified status as quickly as possible. ITC^DeltaCom will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status. BellSouth will use reasonable care to prevent the occurrence of such changes.

- 2.3.1.3 At ITC^DeltaCom's discretion, each unbundled loop or port element shall be delivered to the ITC^DeltaCom collocation arrangement over an individual 2-wire hand-off, in multiples of 24 over a digital DS-1 hand-off in any combination or order ITC^DeltaCom may specify, in multiples of 672 over a digital DS-3 hand-off in any combination or order ITC^DeltaCom may specify, or through other technically feasible and economically comparable hand-off arrangements requested by ITC^DeltaCom (e.g., SONET STS-1 hand-off). Economically comparable as used in this section refers to an economically comparable effect upon ITC^DeltaCom and is not meant to ensure an equivalent revenue stream or contribution level to BellSouth.
- 2.3.1.4 Except as otherwise specified herein, all dedicated transport-based features, functions, service attributes, grades-of-service, install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled loops.
- 2.3.1.5 Except as otherwise specified herein, all switch-based features, functions, service attributes, grades-of-service, and install, maintenance, and repair intervals which apply to BellSouth's bundled local exchange service shall apply to unbundled ports.
- 2.3.1.6 BellSouth will permit any customer to convert its bundled local service to an unbundled element or service and assign such unbundled element or service to ITC^DeltaCom with no penalties, rollover, termination or conversion charges to ITC^DeltaCom or the customer, except as

specific customer service agreement, if BellSouth waives like charges and penalties for any other telecommunications carrier (unless superceded by government action).

2.3.1.7 The Parties shall attempt in good faith to mutually devise and implement a means to extend the unbundled loop sufficient to enable ITC^DeltaCom to use a collocation arrangement to obtain access to the unbundled loop(s) at another such BellSouth location over BellSouth facilities.

2.3.1.8 BellSouth shall develop a process to identify the carrier for each unbundled loop and establish automated intercompany referral and/or call hand-off processes for an additional charge developed via the BFR process. In addition, BellSouth will not in any way hinder ITC^DeltaCom from deploying modern DLC equipment (TR303 compliant) throughout ITC^DeltaCom's portion of the unbundled loop/transport network.

2.3.2 The loop shall be provided to ITC^DeltaCom in accordance with the following Technical References:

BellSouth's TR73600, Unbundled Local Loop Technical Specification

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 T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.

2.3.2.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

### **3. Integrated Digital Loop Carriers**

3.1 BellSouth must offer an unbundled loop which will allow end users to obtain the same level of performance as that offered by IDLC. Specifically, the unbundled loop should deliver to ITC^DeltaCom a digital signal which is equivalent to that which enters a switch when IDLC is employed. No additional digital to analog or analog to digital transformation should occur. The price of such an unbundled loop should be computed by calculating the combined cost of a loop connected to a switching port with access to all software features using IDLC technology. The loop cost



between this combined cost and the cost of an unbundled switching port with access to all software features.

#### 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 at the end user customer's premises. 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 ITC^DeltaCom designated personnel. In cases where entrance to the customer premises is required to give access to the NID, ITC^DeltaCom shall obtain entrance permission directly from the customer.
- 4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, ITC^DeltaCom may connect its loop to any spare capacity on the

BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow ITC^DeltaCom to disconnect the BellSouth loop from the BellSouth NID in order to connect ITC^DeltaCom's loop to the BellSouth NID. In these cases, ITC^DeltaCom accepts all liability associated with this process and it is ITC^DeltaCom's responsibility to make sure the disconnected BellSouth loop is properly grounded.

4.3 Interface Requirements

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

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

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

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

4.3.1.4 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 ITC^DeltaCom 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 ITC^DeltaCom at ITC^DeltaCom'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 the CLEC'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 or remote terminal. 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 will be copper twisted pair.

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.

Unbundled Sub-Loop shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop as well as provide necessary access to provisioning, maintenance and testing functions for Network Elements to which it is associated. In these scenarios, ITC^DeltaCom would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal or cross-box. This cable would be connected, by a BST technician, to a cross-connect panel within the BellSouth RT/cross-box. ITC^DeltaCom's cable pairs can then be connected to BST's USL within the BST cross-box by the BST technician.

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;
- 6.3 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 to ITC^DeltaCom with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into ITC^DeltaCom'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 different systems. System A will allow up to 96 of ITC^DeltaCom's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of ITC^DeltaCom's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. 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 the CLEC's collocation space within the SWC that serves the RT where the CLEC'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 ITC^DeltaCom would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow ITC^DeltaCom'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 Unbundled Network Terminating Wire (UNTW) to ITC^DeltaCom pursuant to the following terms and conditions at rates as set forth in this Attachment.
- 6.5 Definition



UNTW is twisted copper wire that extends from BellSouth's point-of-entry into a multi-dwelling unit (MDU) complex or multi-tenant unit (MTU) complex to the point of demarcation at the end-users location. The UNTW will not include a Network Interface Device (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 ITC^DeltaCom. 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 CLEC-1'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 ITC^DeltaCom. If after BellSouth has relinquished the first pair to ITC^DeltaCom and the end-user decides to change local service providers to BellSouth, ITC^DeltaCom 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, ITC^DeltaCom agrees to surrender their spare pair(s) upon request by BellSouth provided ITC^DeltaCom's working pairs will not be affected.
- 6.6.3 If an end-user of ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom has placed NTW at a location and an end-user desires to receive local exchange service from BellSouth and BellSouth needs access to ITC^DeltaCom's NTW to provide local exchange service to the end-user, then ITC^DeltaCom agrees to surrender the requisite number of its inactive spare pair(s) upon request by BellSouth. Rates for ITC^DeltaCom NTW furnished to BellSouth will be reciprocal with BellSouth's rates.
- 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 the CLEC.

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. ITC^DeltaCom will be required to place a cross-box, terminal, or other similar device and deliver a cable to this cross-connect panel. ITC^DeltaCom 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 this Attachment.

[What management systems has BST put in place to manage the day to day monitoring and configuration of the customer?] ITCD needs to know the OAMP – operating, administration, maintenance and provisioning procedures. For example, how will ITCD know when the port is active or inactive, if there are any traffic issues, etc.?.]

### 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 international calls to the 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 ITC^DeltaCom'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 ITC^DeltaCom 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 ITC^DeltaCom. 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 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to ITC^DeltaCom unbundled local BellSouth switching and resold BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. ITC^DeltaCom customers may use the same dialing arrangements as BellSouth customers, but obtain an ITC^DeltaCom 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 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 Section 7.1.1 and 7.1.3 , 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 ITC^DeltaCom 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. ITC^DeltaCom, however, may choose customized call treatment via its or BellSouth's AIN platforms.

- 7.2.1.5 BellSouth shall activate service for an ITC^DeltaCom customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to ITC^DeltaCom'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 ITC^DeltaCom, upon a

reasonable request from ITC^DeltaCom. ITC^DeltaCom will pay BellSouth the rate specified in Attachment 11.

- 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 ITC^DeltaCom and BellSouth service applications.

BellSouth shall offer to ITC^DeltaCom 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 ITC^DeltaCom:
    - 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 ITC^DeltaCom customer line the class of service designated by ITC^DeltaCom (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from ITC^DeltaCom customers to ITC^DeltaCom directory assistance operators at ITC^DeltaCom's option. [Routing of 211 and 611 calls – how are these calls treated with regard to resale ?] [Routing of n11 calls other than 911 and 411? ITCD needs parity so that if BellSouth offers 211 in an area – ITCD can offer the same to its customers.]
- 7.2.1.16 Where capacity exists, BellSouth shall assign each ITC^DeltaCom customer line the class of services designated by ITC^DeltaCom (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from ITC^DeltaCom customers to ITC^DeltaCom operators at ITC^DeltaCom's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an ITC^DeltaCom 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 ITC^DeltaCom;
- 7.2.2.12 Interface to ITC^DeltaCom operator services systems or Operator Services through appropriate trunk interconnections for the system; and
- 7.2.2.13 Interface to ITC^DeltaCom directory assistance services through the ITC^DeltaCom switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other ITC^DeltaCom 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 two BellSouth end-offices, BellSouth end-office and a tandem, or between two tandems. 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, 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 defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.
- 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 ITC^DeltaCom.
- 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;

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

8.3.2 Unbundled Local Channel

8.3.2.1 The Unbundled Local Channel is the dedicated transmission path between ITC^DeltaCom's Point of Presence and the BellSouth Serving Wire Center.

8.3.2.2 BellSouth currently offers Unbundled Local Channels for switched traffic. Rates for these elements are listed in this Attachment. For those states that do not contain rates in Attachment 11 for DS1 and DS3 switched Local Channels, the rates in the applicable State Access Tariff will apply as interim rates. When final rates (not subject to appeal) are developed, these interim rates will be subject to true-up, and the parties will amend the Agreement to reflect the new rates.

8.3.2.3 BellSouth currently offers Unbundled Local Channels for non-switched traffic at DS1, DS3, OC3, OC12, and OC48 levels at interim rates from the applicable State Access Tariff. When final rates (not subject to appeal) are developed these interim rates will be subject to true-up, and the parties will amend the Agreement to reflect the new rates.

8.3.3 Technical Requirements

This Section sets forth technical requirements for all Dedicated Transport.

8.3.3.1 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 ITC^DeltaCom designated traffic.

8.3.3.2 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.

8.3.3.3 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.

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- 8.3.3.4 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.
- 8.3.3.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:
- 8.3.3.5.1 DS0 Equivalent;
  - 8.3.3.5.2 DS1 (Extended SuperFrame - ESF, D4, and unframed applications shall be provided);
  - 8.3.3.5.3 DS3 where applicable (C-bit Parity, M13, and unframed applications shall be provided);
  - 8.3.3.5.4 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.
- 8.3.3.6 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 ITC^DeltaCom.
- 8.3.4 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
- 8.3.4.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
- 8.3.4.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
  - 8.3.4.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
  - 8.3.4.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
  - 8.3.4.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);

8.3.4.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;

8.3.4.1.6 Bellcore FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;

8.3.4.1.7 Bellcore GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

8.3.4.1.8 Bellcore TR-NWT 000507, Transmission, Section 7, Issue 5 (Bellcore, December 1993). (A module of LSSGR, FR-NWT-000064.);

8.3.4.1.9 Bellcore TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;

8.3.4.1.10 Bellcore ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue 1 May 1989;

8.3.4.1.11 Bellcore ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;

## **9. Tandem Switching**

### **9.1 Definition**

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

### **9.2 Technical Requirements**

9.2.1 Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90. The requirements for Tandem Switching include, but are not limited to the following:

9.2.1.1 Tandem Switching shall provide signaling to establish a tandem connection;

9.2.1.2 Tandem Switching will provide screening as jointly agreed to by ITC^DeltaCom and BellSouth;

9.2.2.1.3 Tandem Switching shall provide Advanced Intelligent Network triggers supporting AIN features where such routing is not available from the originating end office switch, to the extent such Tandem switch has such capability;

9.2.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by ITC^DeltaCom;

9.2.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));

9.2.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and

9.2.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.

9.2.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches.

9.2.2.3 Tandem Switching shall provide local tandem functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).

9.2.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.

9.2.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by ITC^DeltaCom. Tandem Switching will provide recording of all billable events as jointly agreed to by ITC^DeltaCom and BellSouth.

9.2.2.6 Upon a reasonable request from ITC^DeltaCom, 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 ITC^DeltaCom.

9.2.2.7 BellSouth shall maintain ITC^DeltaCom's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.

9.2.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.

- 9.2.2.9 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 ITC^DeltaCom and BellSouth.
- 9.2.2.10 Tandem Switching shall process originating toll-free traffic received from ITC^DeltaCom local switch.
- 9.2.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.
- 9.3 Interface Requirements
- 9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 9.3.4 Tandem Switching shall interconnect with ITC^DeltaCom's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At ITC^DeltaCom's request, Tandem Switching shall record and keep records of traffic for billing.
- 9.3.5 Tandem Switching shall provide an alternate final routing pattern for ITC^DeltaCom traffic overflowing from direct end office high usage trunk groups.
- 9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to ITC^DeltaCom) each of the requirements for Tandem Switching set forth in the following technical references:
  - 9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
  - 9.4.2 GR-905-CORE covering CCSNIS;

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

**10. Operator Systems**

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

**10.1 Definition**

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

**10.2 Operator Service**

**10.2.1 Definition**

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

BellSouth will offer to ITC^DeltaCom Operator Call Processing Access Service BLV/BLVI. Busy Line Verification ("BLV") shall be performed when one Party's Customer requests assistance from the operator bureau of the other Party to determine if the called line is in use. However, the operator bureau will not complete the call for the Customer initiating the BLV inquiry. Only one BLV attempt will be made per Customer operator bureau call, and a charge shall apply whether or not the called party releases the line.

Busy Line Verification Interrupt ("BLVI") shall be performed when one Party's Customer requests the operator bureau of the other Party to interrupt a telephone call in progress after BLV has occurred. The operator bureau will interrupt the busy line and inform the called party, that there is a call waiting. The operator bureau will only interrupt the call and will not complete the telephone call of the End User initiating the BLVI request. The operator bureau will make only one BLVI attempt per telephone call and the applicable charge applies whether or not the called party releases the line. Each Party's operator bureau shall accept BLV and



BLVI inquiries from the operator bureau of the other Party in order to allow transparent provision of BLV/BLVI Traffic between the Parties' networks.

Each Party shall route BLV/BLVI traffic inquiries over separate direct trunks (and not the Local/IntraLATA Trunks) established between the Parties' respective operator bureaus. ITC^DeltaCom will route BLV and BLVI traffic to the BellSouth access tandem. BellSouth will route BLV and BLVI traffic to the ITC^DeltaCom access tandem. Each Party shall compensate the other Party for BLV/BLVI Traffic as set forth in Attachment 11 (Pricing Schedule) to the Agreement.

#### 10.2.2 Requirements

10.2.2.1 When ITC^DeltaCom requests BellSouth to provide Operator Services, the following requirements apply:

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

10.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

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

10.2.2.1.4 BellSouth shall complete person-to-person calls.

10.2.2.1.5 BellSouth shall complete collect calls.

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

10.2.2.1.7 BellSouth shall complete station-to-station calls.

10.2.2.1.8 BellSouth shall process emergency calls.

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

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

10.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

- 10.2.2.2 BellSouth shall adhere to equal access requirements, providing ITC^DeltaCom local customers the same IXC access as provided to BellSouth customers.
- 10.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to ITC^DeltaCom that BellSouth provides for its own operator service.
- 10.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 10.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by ITC^DeltaCom.
- 10.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to ITC^DeltaCom in accordance with CLECODUF standards specified in Attachment 7.

10.2.3 Interface Requirements

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

10.3 Directory Assistance Service

10.3.1 Definition

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

10.3.2 Requirements

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

10.3.2.2 Directory Assistance Service Updates

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

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

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

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

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

#### 10.4 Branding for Operator Call Processing and Directory Assistance

10.4.1 The BellSouth Operator Systems Branding Feature provides a definable announcement to ITC^DeltaCom end users using Directory Assistance (DA)/Operator Call Processing (OCP) prior to placing them in queue or connecting them to an available operator or automated operator system. This feature allows ITC^DeltaCom to have its calls custom branded with ITC^DeltaCom name on whose behalf BellSouth is providing Directory Assistance and/or Operator Call Processing. Rates for Custom Branding, Operator Call Process and Directory Assistance are set forth in Attachment 11.

10.4.2 BellSouth offers four service levels of branding to ITC^DeltaCom when ordering Directory Assistance and/or Operator Call Processing.

10.4.2.1 Service Level 1 - BellSouth Branding

10.4.2.2 Service Level 2 - Unbranded

10.4.2.3 Service Level 3 - Custom Branding

10.4.2.4 Service Level 4 - Self Branding (applicable only to ITC^DeltaCom for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).

#### 10.4.3 For Resellers and Use with an Unbundled Port

- 10.4.3.1 BellSouth Branding is the Default Service Level.
- 10.4.3.2 Unbranding, Custom Branding, and Self Branding require ITC^DeltaCom to order selective routing for each originating BellSouth end office identified by ITC^DeltaCom. Rates for Selective Routing are set forth in this Attachment.
- 10.4.3.3 Customer Branding and Self Branding require ITC^DeltaCom to order dedicated trunking from each BellSouth end office identified by ITC^DeltaCom, to either the BellSouth Traffic Operator Position System (TOPS) or ITC^DeltaCom Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 10.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by ITC^DeltaCom to the BellSouth TOPS. These calls are routed to "No Announcement."
- 10.4.4 For Facilities Based Carriers
- 10.4.4.1 All Service Levels require ITC^DeltaCom 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.
- 10.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which ITC^DeltaCom requires service

Directory Assistance customized branding uses:

- the recording of the name;
- the front-end loading of the Digital Recorded Announcement Machine (DRAM) in each TOPS switch.

Operator Call Processing customized branding uses:

- the recording of the name;
- the front-end loading of the DRAM in the TOPS Switch;
- the back-end loading in the audio units in the Automated Alternate Billing System (AABS) in the Interactive Voice Subsystem (IVS);
- the 0- automation loading for the audio units in the Enhanced Billing and Access Service (EBAS) in the Network Applications Vehicle (NAV).

10.4.4.3 BellSouth will provide at ITC^DeltaCom's option, unbundled local BellSouth switching and resold BellSouth local exchange service, with selective routing of calls to a requested directory assistance services platform or operator services platform. ITC^DeltaCom customers may use the same dialing arrangements as BellSouth customers, but obtain a ITC^DeltaCom branded service.

10.5 Directory Assistance Database Service (DADS)

10.5.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to ITC^DeltaCom 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 assisted and Electronic Directory Assistance (Data System assisted)). ITC^DeltaCom agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, ITC^DeltaCom agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, ITC^DeltaCom authorizes the inclusion of ITC^DeltaCom Subscriber listings in the BellSouth Directory Assistance products.

10.5.2 BellSouth shall provide ITC^DeltaCom initially with daily updates which reflect all listing change activity occurring since ITC^DeltaCom's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by ITC^DeltaCom and BellSouth. ITC^DeltaCom agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.

10.5.3 BellSouth will require approximately one month after receiving an order to prepare the Base File. BellSouth will provide daily updates which will reflect all listing change activity occurring since CLEC's most recent update. BellSouth shall provide updates to ITC^DeltaCom on a Business, Residence, or combined Business and Residence basis. ITC^DeltaCom agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after ITC^DeltaCom receives the Base File.

10.5.4 BellSouth is authorized to include ITC^DeltaCom Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by

BellSouth of ITC^DeltaCom 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 ITC^DeltaCom.

10.5.5 Rates for DADS are as set forth in Attachment 11 and to the extent appropriate in BellSouth FCC Tariff No. 1.

10.6 Direct Access to Directory Assistance Service

10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide ITC^DeltaCom's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow ITC^DeltaCom to utilize its own switch, operator workstations and optional audio subsystems.

10.6.2 BellSouth will provide DADAS from its DA location. ITC^DeltaCom will access the DADAS system via a telephone company provided point of availability. ITC^DeltaCom 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.

10.6.3 A specified interface to each ITC^DeltaCom subsystem will be provided by BellSouth. Interconnection between ITC^DeltaCom system and a specified BellSouth location will be pursuant to the use of ITC^DeltaCom owned or ITC^DeltaCom leased facilities and shall be appropriate sized based upon the volume of queries being generated by ITC^DeltaCom.

10.6.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:

10.6.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification

10.6.4.2 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

10.6.4.3 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

- 10.6.5 Rates for DADAS are as set forth in Attachment 11 and to the extent appropriate in the BellSouth FCC Tariff No. 1.

**11. Signaling**

Unbundled signaling and access to BellSouth's signaling databases shall be provided pursuant to this Attachment and Attachment 3 Section 4.8 BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

**11.1 Definition of Signaling Link Transport**

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

**11.2 Technical Requirements**

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

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

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

- 11.2.2.2 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)).

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

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

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

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

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

- 11.2.4.2 There shall be negligible (less than 2 seconds) down time per year for a B-link layer.
- 11.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
  - 11.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and
  - 11.2.5.2 No two concurrent failures of facilities or equipment shall cause the failure of all four links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).
- 11.3 Interface Requirements
- 11.3.1 There shall be a DS1 (1.544 Mbps) interface at the ITC^DeltaCom-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 12. Signaling Transfer Points (STPs)
- 12.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (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
- 12.2 Technical Requirements
- 12.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
  - 12.2.1.1 BellSouth Local Switching or Tandem Switching;
  - 12.2.1.2 BellSouth Service Control Points/DataBases;
  - 12.2.1.3 Third-party local or tandem switching;
  - 12.2.1.4 Third-party-provided STPs.
- 12.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (i.e., transient messages). When



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

- 12.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an ITC^DeltaCom 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 ITC^DeltaCom 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.
- 12.2.4 STPs shall provide all functions of the MTP as defined in Bellcore ANSI Interconnection Requirements. This includes:
  - 12.2.4.1 Signaling Data Link functions, as defined in Bellcore ANSI Interconnection Requirements,
  - 12.2.4.2 Signaling Link functions, as defined in Bellcore ANSI Interconnection Requirements, and
  - 12.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.
- 12.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a ITC^DeltaCom 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 ITC^DeltaCom database, then ITC^DeltaCom agrees to provide BellSouth with the Destination Point Code for the ITC^DeltaCom database.
- 12.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

- 12.2.6.1 MTP Routing Verification Test (MRVT) and
- 12.2.6.2 SCCP Routing Verification Test (SRVT).
- 12.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is an ITC^DeltaCom 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 ITC^DeltaCom and BellSouth.
- 12.2.8 STPs shall be on parity with BellSouth.
- 12.2.9 SS7 Advanced Intelligent Network (AIN) Access
  - 12.2.9.1 When technically feasible and upon request by ITC^DeltaCom, 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 ITC^DeltaCom SS7 network to exchange TCAP queries and responses with an ITC^DeltaCom SCP.
  - 12.2.9.2 SS7 AIN Access shall provide ITC^DeltaCom SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and ITC^DeltaCom 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 ITC^DeltaCom SCP as at least at parity with BellSouth's SCP's in terms of interfaces, performance and capabilities.
- 12.3 Interface Requirements
  - 12.3.1 BellSouth shall provide the following STPs options to connect ITC^DeltaCom or ITC^DeltaCom-designated local switching systems or STPs to BellSouth SS7 network:
    - 12.3.1.1 An A-link interface from ITC^DeltaCom local switching systems; and,
    - 12.3.1.2 A B-link interface from ITC^DeltaCom local STPs.

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

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

13. **Service Control Points/DataBases**

13.1 **Definition**

- 13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 13.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.
- 13.2 Technical Requirements for SCPs/Databases
- Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to ITC^DeltaCom in accordance with the following requirements.
- 13.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.
- 13.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).
- 13.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.
- 13.2.4 Database Availability
- Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.
- 13.2.5 The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for ITC^DeltaCom customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.3 Local Number Portability Database

13.3.1 Definition

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

13.4 Line Information Database (LIDB)

13.4.1 Definition

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

13.4.1.1 BellSouth will store in its LIDB only records relating to service in the BellSouth region. BellSouth shall offer to ITC^DeltaCom any additional capabilities that are developed for LIDB during the life of this Agreement.

13.4.1.2 Prior to the availability of a long-term solution for LNP, BellSouth shall enable ITC^DeltaCom to store in BellSouth's LIDB any customer name, Line Number or Special Billing Number record, whether ported or not, for which the non-ITC^DeltaCom dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB.

13.4.1.3 Prior to the availability of a long-term solution for LNP, BellSouth shall enable ITC^DeltaCom to store in BellSouth's LIDB any customer name, Line Number or Special Billing Number record, whether

ported or not, for which the ITC^DeltaCom dedicated NPA-NXX or RAO-0/1XX Group is supported by that LIDB.

13.4.1.4 Subsequent to the availability of a long-term solution for LNP, BellSouth shall enable ITC^DeltaCom to store in BellSouth's LIDB any customer name, Line Number or Special Billing Number record, whether ported or not, regardless of the number's dedicated NPA-NXX or RAO [NXX]-0/1XX.

13.4.2 Technical Requirements

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

- 13.4.2.1 BellSouth shall process ITC^DeltaCom's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to ITC^DeltaCom what additional functions (if any) are performed by LIDB in the BellSouth network.
- 13.4.2.2 Within two (2) weeks after a request by ITC^DeltaCom, BellSouth shall provide ITC^DeltaCom with a list of the customer data items which ITC^DeltaCom would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 13.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.
- 13.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.
- 13.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.
- 13.4.2.6 All additions, updates and deletions of ITC^DeltaCom data to the LIDB shall be solely at the direction of ITC^DeltaCom. Such direction from ITC^DeltaCom will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).

- 13.4.2.7 BellSouth shall provide priority updates to LIDB for ITC^DeltaCom data upon ITC^DeltaCom's request (e.g., to support fraud detection), via password-protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact.
- 13.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of ITC^DeltaCom customer records will be missing from LIDB, as measured by ITC^DeltaCom audits. BellSouth will audit ITC^DeltaCom records in LIDB against DBAS to identify record mismatches and provide this data to a designated ITC^DeltaCom contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to ITC^DeltaCom within one business day of audit. Once reconciled records are received back from ITC^DeltaCom, 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 ITC^DeltaCom to negotiate a time frame for the updates, not to exceed three business days.
- 13.4.2.9 BellSouth shall perform backup and recovery of all of ITC^DeltaCom's data in LIDB including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.
- 13.4.2.10 BellSouth shall provide ITC^DeltaCom with LIDB reports of data which are missing or contain errors, as well as any misroute errors, within a reason time period as negotiated between ITC^DeltaCom and BellSouth.
- 13.4.2.11 BellSouth shall prevent any access to or use of ITC^DeltaCom 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 ITC^DeltaCom in writing.
- 13.4.2.12 BellSouth shall provide ITC^DeltaCom 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 ITC^DeltaCom at least at parity with BellSouth Customer Data. BellSouth shall obtain from ITC^DeltaCom the screening information associated with LIDB Data Screening of ITC^DeltaCom 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 ITC^DeltaCom under the Bona Fide Request process of Attachment 9.

13.4.2.13 BellSouth shall accept queries to LIDB associated with ITC^DeltaCom customer records, and shall return responses in accordance with industry standards.

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

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

13.4.3 Interface Requirements

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

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

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

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

13.5 Toll Free Number Database

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

13.5.1 Technical Requirements

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

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

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

13.5.1.3.1 Network Management;

13.5.1.3.2 Customer Sample Collection; and

13.5.1.3.3 Service Maintenance

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

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

13.6.1 Technical Requirements

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

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

13.6.1.2.1 Name;

13.6.1.2.2 Address;

13.6.1.2.3 Telephone number; and

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

- 13.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless ITC^DeltaCom requests otherwise and shall be updated if ITC^DeltaCom requests, provided ITC^DeltaCom supplies BellSouth with the updates.
- 13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 13.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

13.6.2 Interface Requirements

The interface between the E911 Switch or Tandem and the ALI/DMS database for ITC^DeltaCom customers shall meet industry standards.

13.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to ITC^DeltaCom in order to allow ITC^DeltaCom to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide ITC^DeltaCom 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 ITC^DeltaCom and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ITC^DeltaCom telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

13.8 Calling Name (CNAM) Database Service.

ITC^DeltaCom must provide to its account manager a written request with a requested activation date to activate this service. If ITC^DeltaCom is interested in requesting CNAM with volume and term pricing, ITC^DeltaCom must contact its account manager to request a separate CNAM volume and term agreement.

- 13.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
    - 13.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);
    - 13.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Bellcore, March 1994);
    - 13.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Bellcore, October 1995);
    - 13.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);
    - 13.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);
    - 13.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and
    - 13.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).
  - 13.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.
    - 13.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ITC^DeltaCom the capability that will allow ITC^DeltaCom and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.
    - 13.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ITC^DeltaCom. Scheduling procedures shall provide ITC^DeltaCom equivalent priority to these resources
    - 13.10.3 BellSouth SCP shall partition and protect ITC^DeltaCom service logic and data from unauthorized access, execution or other types of compromise.
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- 13.10.4 When ITC^DeltaCom selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ITC^DeltaCom to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.
- 13.10.5 When ITC^DeltaCom selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. ITC^DeltaCom access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.10.6 When ITC^DeltaCom selects SCE/SMS AIN Access, BellSouth shall allow ITC^DeltaCom to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

**14. 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 this Attachment. The parties agree that Dark Fiber will be used in the provisioning of telecommunications service.

- 14.1.1 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.

**14.2 Requirements**

- 14.2.1 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 ITC^DeltaCom pursuant to the prices set forth in Attachment 11 and the BellSouth FCC Tariff No. 1.
- 14.2.2 ITC^DeltaCom may test the quality of the Dark Fiber to confirm its usability and performance specifications.
- 14.2.3 BellSouth shall use its best efforts to provide to ITC^DeltaCom 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 ITC^DeltaCom ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").

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

**15. SS7 Network Interconnection**

**15.1.1 Definition**

SS7 Network Interconnection is the interconnection of ITC^DeltaCom local Signaling Transfer Point Switches (STP) and ITC^DeltaCom 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), ITC^DeltaCom local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

**15.1.2 Technical Requirements**

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

15.1.2.1.1 BellSouth local or tandem switching systems;

15.1.2.1.2 BellSouth DBs; and

15.1.2.1.3 Other third-party local or tandem switching systems.

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

If traffic is routed based on dialed or translated digits between an ITC^DeltaCom 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 ITC^DeltaCom local STPs and BellSouth or other third-party local switch.

- 15.1.2.3 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).
- 15.1.2.4 SS7 Network Interconnection shall provide all functions of the MTP as specified in ANSI T1.111. This includes:
  - 15.1.2.4.1 Signaling Data Link functions, as specified in ANSI T1.111.2;
  - 15.1.2.4.2 Signaling Link functions, as specified in ANSI T1.111.3; and
  - 15.1.2.4.3 Signaling Network Management functions, as specified in ANSI T1.111.4.
- 15.1.2.5 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 ITC^DeltaCom local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ITC^DeltaCom local STPs, and shall not include SCCP Subsystem Management of the destination.
- 15.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.
- 15.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.
- 15.1.2.8 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.

- 15.1.2.9 SS7 Network Interconnection shall be equal to or better than the following performance requirements:

15.1.2.9.1 MTP Performance, as specified in ANSI T1.111.6;

15.1.2.9.2 SCCP Performance, as specified in ANSI T1.112.5; and

15.1.2.9.3 ISDNUP Performance, as specified in ANSI T1.113.5.

15.1.3 Interface Requirements

- 15.1.3.1 BellSouth shall offer the following SS7 Network Interconnection options to connect ITC^DeltaCom or ITC^DeltaCom-designated local or tandem switching systems or STPs to the BellSouth SS7 network:

15.1.3.1.1 A-link interface from ITC^DeltaCom local or tandem switching systems; and

15.1.3.1.2 B-link interface from ITC^DeltaCom STPs.

- 15.1.3.2 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 ITC^DeltaCom local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and ITC^DeltaCom will work jointly to establish mutually acceptable SPOI.

- 15.1.3.3 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 ITC^DeltaCom will work jointly to establish mutually acceptable SPOI.

- 15.1.3.4 The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the following specifications:

15.1.3.4.1 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);

15.1.3.4.2 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;

15.1.3.4.3 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and

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

15.1.3.5 BellSouth shall set message screening parameters to block accept messages from ITC^DeltaCom local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the ITC^DeltaCom switching system has a legitimate signaling relation.

15.1.4 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:

15.1.4.1 ANSI T1.110-1992 American National Standard Telecommunications - Signaling System Number 7 (SS7) - General Information;

15.1.4.2 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);

15.1.4.3 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;

15.1.4.4 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);

15.1.4.5 ANSI T1.113-1995 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Integrated Services Digital Network (ISDN) User Part;

15.1.4.6 ANSI T1.114-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Transaction Capabilities Application Part (TCAP);

- 15.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
- 15.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);
- 15.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 15.1.4.10 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);
- 15.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 15.1.4.12 Bellcore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 15.1.4.13 Bellcore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 15.1.4.14 Bellcore GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

**16. Basic 911 and E911**

If ITC^DeltaCom orders unbundled network elements, then ITC^DeltaCom 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 set forth in this Attachment

**16.1 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).

**16.2 Requirements**

- 16.2.1 Basic 911 Service Provisioning. For Basic 911 service, BellSouth will provide to ITC^DeltaCom 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. ITC^DeltaCom 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. ITC^DeltaCom will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ITC^DeltaCom will be required to discontinue the Basic 911 procedures and being using E911 procedures.

16.2.2 E911 Service Provisioning. For E911 service, ITC^DeltaCom will be required to install a minimum of two dedicated trunks originating from the ITC^DeltaCom 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. ITC^DeltaCom will be required to provide BellSouth daily updates to the E911 database. ITC^DeltaCom 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, ITC^DeltaCom 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. ITC^DeltaCom shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

16.2.3 Rates. Charges for 911/E911 service are borne by the municipality purchasing the service. BellSouth will impose no charge on ITC^DeltaCom beyond applicable charges for BellSouth trunking arrangements.

16.2.4 Basic 911 and E911 functions provided to ITC^DeltaCom shall be at least at parity with the support and services that BellSouth provides to its customers for such similar functionality.

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 ITC^DeltaCom to follow in providing 911/E911 services. BellSouth shall provide ITC^DeltaCom with updates and the latest available copies of said Guides, including E911 Practice B3838-39393 (September 18, 1998).

**17. Rates**

**17.1. General Principles**

All services and network elements currently provided hereunder and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the applicable state commissions.

**17.2. Unbundled Network Elements**

The prices that ITC^DeltaCom shall pay to BellSouth for Unbundled Network Elements are set forth in Attachment 11.

**EXHIBIT A**  
**[To Be Completed]**

**EXHIBIT B**  
**[To Be Completed]**

## **Attachment 3**

### **Local Interconnection**

## LOCAL INTERCONNECTION

### 1.0 Scope

BellSouth shall provide ITC^DeltaCom interconnection with BellSouth's network for the transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic pursuant to Section 251 (c)(2) of the Act on the terms and conditions specified in this Attachment 3. Such Interconnection shall be at least equal in quality to that provided by the Parties to themselves or any Subsidiary, Affiliate or third party. For purposes of this Attachment 3, "equal in quality" means the same or equivalent interface specifications, provisioning, installation, maintenance, testing, repair intervals, call blocking incidence, grade of service and transmission clarity, and access to alternative Wire Centers for diverse routing purposes.

### 1.1 Local Traffic

Local traffic for these purposes shall include any telephone call that originates and terminates in the same LATA and is billed by the originating exchange outside of BellSouth's service area with respect to which BellSouth has a local interconnection arrangement with an independent LEC, with which ITC^DeltaCom is not directly connected. The Parties further agree that the exchange of traffic on BellSouth's Extended Area Service (EAS) shall be considered local traffic and compensation for the termination of such traffic shall be pursuant to the terms of this section. EAS routes are those exchanges within an exchange's Basic Local Calling Area, as defined in Section A3 of BellSouth's General Subscriber Services Tariff and in ITC^DeltaCom's General Subscriber Services Tariff.

### 1.2 Interconnection Points

At ITC^DeltaCom's option, Interconnection in each LATA may be accomplished at any technically feasible point of Interconnection (an "Interconnection Point") within the Parties' networks by any technically feasible means, including without limitation (i) Collocation as provided in Attachment 4 to the Agreement; (ii) establishment of a Fiber Meet as provided in Sections 1.6 hereof; (iii) interconnection via purchase of facilities from either Party by the other Party, or (iv) through the use of a combination of unbundled network elements as provided in Attachment 2. For Interconnection methods other than a Fiber Meet, ITC^DeltaCom shall have the right to designate the Interconnection Point(s) in any given LATA. For Interconnection by Fiber Meet, the Parties shall mutually agree in good faith and consistent with general industry practice on the Interconnection Point.



There will be at least one Interconnection Point per LATA; however, ITC^DeltaCom may designate additional Interconnection. Points in such LATA pursuant to Section 1.6 hereof. BellSouth may designate an Interconnection Point at one or more of ITC^DeltaCom's local switching centers within each LATA in which ITC^DeltaCom is providing local service. If no ITC^DeltaCom local switching center is located within such LATA, the Parties will arrange a point of termination at a mutually agreed upon location within such LATA. ITC^DeltaCom will not unreasonably refuse to interconnect at a point of termination designated by BellSouth provided that BellSouth will pay ITC^DeltaCom collocation charges equal to BellSouth collocation charges.

- 1.3 Technically feasible Interconnection Points include the following minimum list, without limitation: trunk side of any local switch; trunk interconnection points for any tandem switch; central office cross connect points; out-of-band signal transfer points; and unbundled Network Element points; as specified in Attachments 2 and 4 of the Agreement. The Party requesting interconnection may, upon 60 days' advance written notice to the other Party, change from one of the interconnection methods specified above to another of the networks specified above. A mutually acceptable third party contractor can be employed by the Party making the change.

1.3.1 Each Party at its election shall have the sole right and discretion to specify any one of the following methods for interconnection at the POI:

- (a) a mid-fiber meet in a manhole or other appropriate junction point inside, near to, or just outside the wire center designated as the POI, in which case the Party requesting interconnection shall additionally have the sole right and discretion to effect such meet by leasing from a third party, fiber facilities into the POI mid-fiber meet junction point (i.e. virtual collocation);
- (b) a collocation facility which it maintains at the other Party's POI wire center (i.e., physical collocation);
- (c) a collocation facility maintained at the POI wire center by a third party with whom the Party requesting interconnection has contracted for such purpose;
- (d) a digital transport facility(ies) leased from the other Party hereto under the most favorable contract or tariff terms offered, where such facility(ies) extends to the POI from some second point designated by the Party requesting interconnection; or
- (e) currently established POIs for traffic exchange.

- 1.4 Based on the physical architecture and Reciprocal Compensation arrangements that the Parties have agreed to in this Agreement, each Party shall be responsible for establishing and maintaining facilities and trunking at its own expense, on its side of the Interconnection Point to provide for the transmission, routing and termination of Telephone Exchange Service traffic and Exchange Access traffic to their respective End Users, consistent with the standards set forth in this Agreement.

1.5 Each Party shall be responsible for routing calls to the Interconnection Point for termination via the other's facilities. Either Party may use the Interconnection Point for the interconnection of other types of services, such as toll services, subject to the applicable rates for such traffic. Notwithstanding the foregoing, the Parties agree that no interexchange access services traffic will be exchanged as local traffic.

1.51 Neither Party will charge the other reconfiguration charges for new installations at existing Interconnection Points.

1.52 BellSouth will absorb any applicable nonrecurring charges incurred by ITC^DeltaCom as a result of network redesigns/reconfigurations initiated by BellSouth to its own network.

1.53 Each Party shall be solely responsible for the installation, operation and maintenance of equipment and facilities provided by it for Interconnection, subject to compatibility and cooperative testing and monitoring, and the specific operation and maintenance provisions for equipment and facilities used to provide Interconnection.

1.54 The intervals for installation, maintenance, joint testing, and repair of facilities and services associated with or used in conjunction with Interconnection shall be determined in accordance with the requirements of Attachment 10 to the Agreement.

#### 1.6 Fiber Meet

"Fiber-Meet" or "Mid-Span Meet" means an Interconnection architecture method whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.

1.61 If ITC^DeltaCom elects to interconnect with BellSouth pursuant to a Fiber Meet, ITC^DeltaCom and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect their networks for the transmission and routing of Telephone Exchange Service traffic pursuant to Section 251 (c)(2) of the Act. The Parties shall work together to determine the specific SONET transmission system. However, ITC^DeltaCom's SONET transmission system must be compatible with BellSouth's equipment in the Serving Wire Center. The same vendor's equipment and software version must be used and the data communications channel must be turned off. BellSouth reserves the right to determine the equipment that it employs for service.

1.6.1 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth central office within the interconnection wire center.

**1.6.3** ITC^DeltaCom shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the ITC^DeltaCom central office within the interconnection wire center.

**1.6.4** BellSouth shall designate a Point of Interconnection ("POI") outside the BellSouth central office within the interconnection wire center as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable ITC^DeltaCom to deliver, fiber optic facilities into the POI with sufficient spare length to reach the fusion splice point at the POI. BellSouth shall, wholly at its own expense, procure, install and maintain the fusion splicing point in the POI. A Common Language Location Identification ("CLLI") code will be established for each POI. The code established must be a building type code. All orders shall originate from the POI (i.e., POI to ITC^DeltaCom, POI to BellSouth).

**1.6.5** ITC^DeltaCom shall deliver and maintain such strands wholly at its own expense. Upon verbal request by ITC^DeltaCom, BellSouth shall allow ITC^DeltaCom access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

**1.6.6** The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of the SONET transmission system.

**1.6.7** Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, (ii) the cost to build-out its facilities to such Fiber Meet, and (iii) ITC^DeltaCom can use BellSouth's dark fiber leases as ITC^DeltaCom's portion of the network between the ITC^DeltaCom POP and the POI.

## **1.7 Interconnection in Additional LATAs**

**1.7.1** If ITC^DeltaCom elects to offer Telephone Exchange Services in any other LATA in which BellSouth also offers Telephone Exchange Services, ITC^DeltaCom shall provide written notice to BellSouth of the need to establish Interconnection in such additional LATA pursuant to this Agreement.

**1.7.2** The notice provided in Section 1.7.1 shall include (i) the initial POI ITC^DeltaCom has designated in the new LATA; (ii) ITC^DeltaCom's requested Interconnection Activation Date; and (iii) a non-binding forecast of ITC^DeltaCom's trunking requirements.

**1.7.3** Unless otherwise agreed by the Parties, the Parties shall designate the Interconnection Point ITC^DeltaCom has identified as its initial POI in the LATA as the ITC^DeltaCom wire center ("ITC WC") in that LATA and shall designate the BellSouth Tandem Office within the LATA nearest to the ITC WC (as measured in airline miles utilizing the V&H coordinates method) as the ITC WC in that LATA.

1.7.4 Unless otherwise agreed by the Parties, the Interconnection Activation Date in each new LATA shall be the earlier of (i) the date mutually agreed by the Parties and (ii) the date that is ninety (90) days after the date on which ITC^DeltaCom delivered notice to BellSouth pursuant to Section 1.7.1. Within ten (10) business days of BellSouth's receipt of ITC^DeltaCom's notice, BellSouth and ITC^DeltaCom shall confirm the Interconnection Point and the Interconnection Activation Date for the new LATA. BellSouth will not unreasonably refuse to interconnect at each designated Point of Interconnection.

## 1.8 Additional Interconnection in Existing LATAs

If ITC^DeltaCom wishes to establish additional Interconnection Point(s) in any LATA, ITC^DeltaCom shall provide written notice thereof to BellSouth. The terms and conditions of this Agreement shall apply to such Interconnection. If either Party establishes an additional Tandem Switch in a given LATA or re-homes such a Tandem Switch, the Parties shall jointly determine the requirements regarding the establishment and maintenance of separate Trunk Group connections and the sub-tending arrangements relating to Tandem Switches and End Offices that serve the other Party's End Users within the Exchange Areas served by such Tandem Switches.

## 1.9 Percent Local Usage

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 ITC^DeltaCom 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.

Percentage Interstate Usage. Both Party's based on their respective tariffs for combined interstate and intrastate traffic terminated by the other Party over the same facilities, will be required to provide a projected Percentage Interstate Usage ("PIU") to the other Party. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in the Parties' Access Services Tariff will apply. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at either Party's option be utilized to determine the appropriate local usage compensation to be paid.



## 2.0 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 ITC^DeltaCom shall retain records of call detail for a minimum of nine months from which a PLU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditor paid for by the party requesting the audit. The PLU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit.

~~If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by twenty (20) percentage points or more, that Party shall reimburse the auditing Party for the cost of the audit.~~

## 3.0 Methods of Interconnection

### 3.1 Scope of Traffic

This Section prescribes parameters for trunk groups (the "Local/IntraLATA Trunks") to be effected over the Interconnections specified in this Attachment 3 hereof for the transmission and routing of Telephone Exchange Service Traffic, IntraLATA Toll Traffic and Exchange Access Traffic. The Parties agree for the purpose of this Agreement only that local interconnection is defined as the delivery of local traffic to be terminated on each party's local network so that customers of either party have the ability to reach customers of the other party, without the use of any access code or delay in the processing of the call.

### 3.2 Trunk Group Connections

The Parties shall jointly engineer and configure Local/IntraLATA Trunks over the physical Interconnection arrangements as follows:

**3.2.1 Trunking Options.** Each of the following trunking arrangements shall be available to either Party, unless BellSouth demonstrates, consistent with objectively verifiable engineering standards, that such arrangement is not technically feasible.

**3.2.11** Each Party shall initially configure either a two (2) way trunk group or upon mutual agreement of the Parties, a one (1) way trunk group, as a direct transmission path through the Interconnection Points designated by ITC^DeltaCom. Each Party shall specify the level of trunking (DSO, DS1, DS3, OCN, EC1, STSx-1 or higher) consistent with reasonable traffic forecasts.

**3.2.1.2 Two-Way Trunks.** This trunk group shall combine BellSouth's terminating traffic to ITC^DeltaCom and ITC^DeltaCom's terminating traffic to BellSouth onto one trunk group. This arrangement is a substitute for ITC^DeltaCom's one-way trunk group to BellSouth and BellSouth's one-way trunk group to ITC^DeltaCom for terminating traffic. ITC^DeltaCom may order this trunk group to any switch in the BellSouth network, including end office switches.

**3.2.1.3 Transient Group.** This trunk group shall combine the trunk group(s) terminating BellSouth's traffic to ITC^DeltaCom and ITC^DeltaCom's terminating traffic to BellSouth, together with the two-way trunk group that allows BellSouth to provide an intermediary switching functionality, whereby CLECs can route calls from the network of other CLECs, IXC's, ILEC's, Wireless Carrier, etc., on a single two-way trunk group. ITC^DeltaCom may order this trunk group to any switch in the BellSouth network which has recording capability.

**3.2.1.4 Multiple Tandem Access.** BellSouth multiple tandem access (MTA) applies to the termination of ITC^DeltaCom-originated traffic and does not apply to traffic ITC^DeltaCom receives from other parties or to switched access traffic. Within each LATA, ITC^DeltaCom must interconnect at all BellSouth access tandems where ITC^DeltaCom must interconnect at all BellSouth tandems where ITC^DeltaCom NXXs are "homed". However, if ITC^DeltaCom does not have NXXs homed at each BellSouth access tandem within a LATA and elects not to interconnect at such BellSouth access tandems where no NXXs are homed, ITC^DeltaCom must order MTA in each BellSouth access tandem within the LATA where it interconnects to the extent it desires to terminate traffic to customers served through BellSouth access tandems in the LATA to which ITC^DeltaCom has not interconnected. MTA shall be provisioned in accordance with BellSouth's Ordering Guidelines. With MTA, both parties agree that mutual and reciprocal compensation for local traffic will be based on the Local Interconnection (Call Transport and Termination) rates unless ITC^DeltaCom deployed MTA due to BellSouth lack of facilities.

**3.3 Local Tandem Interconnection.** This interconnection to the local tandem shall be provisioned as two one-way trunk groups or as a two-way trunk group, at ITC^DeltaCom's option. This interconnection is for ITC^DeltaCom's terminating local traffic to BellSouth end offices within the local calling area served by this local tandem, and likewise BellSouth shall terminate local traffic from these end offices to ITC^DeltaCom.

**3.3.1 Intermediary Tandem Switching.** BellSouth will provide intermediary tandem switching and transport services for DeltaCom'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 MECAB procedures.

- 3.4 Charges for Two-Way Trunk Groups. Nonrecurring and recurring charges for two-way trunk groups shall be shared equally by the Parties.
- 3.5 Direct connection to an End Office shall provide the Party requesting Interconnection with access to all valid NXX codes served by that End Office. Direct end office trunking may not be unreasonably withheld. Trunking can be established to tandems or end offices or a combination as mutually agreed.
- 3.6 To the extent that a Party desires the ubiquitous delivery of traffic within an Exchange Area, each Party shall establish and maintain Logical Trunk Groups to a Tandem of the other Party which serves, or is sub-tended by End Offices which serve, such other Party's Customers within the Exchange Areas served by such Tandem Switches. Each Party shall ensure that each Tandem connection permits the completion of traffic to all End Offices within the Exchange Area in which such Tandem is located. ITC^DeltaCom shall either provide Trunk Groups and such facilities for Trunk Groups, or purchase Trunk Groups and such facilities for Trunk Groups from BellSouth, at the rates for Dedicated Interoffice Transmission Facilities set forth in the Pricing Schedule. Where a Tandem also provides End Office functionality, Interconnection by a Party at such Tandem shall provide access to Tandem and End Office functionality. Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.
- 3.7 If a pre-existing trunk group is unable to support additional traffic loads, or consistent with standard trunk engineering practices, is reasonably forecasted as specified in accordance with Section 4.7 to be unable to support additional traffic loads, each Party shall, upon request of the other Party, provision additional trunks to expand the capacity of such pre-existing trunk group (within the timeframes specified in Attachments 6 and 10 to the Agreement).
- 3.8 If a Tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to, support additional traffic loads for any Busy Season, the Parties will mutually agree on an End Office trunking plan that will alleviate the Tandem capacity shortage and ensure completion of traffic between ITC^DeltaCom and BellSouth customers. For purposes of this Agreement, "Busy Season" means any three (3) consecutive month period. The Parties shall install and retain direct end office trunking sufficient to handle actual or reasonably forecast traffic volumes, whichever is greater, between a ITC^DeltaCom local switching center and a BellSouth end office where traffic between such points exceeds or is forecast to exceed 125,000 minutes of local traffic per month. The Parties will install additional capacity between such points when overflow traffic between the ITC^DeltaCom switching center and BellSouth access tandem exceeds or is forecast to exceed 125,000 minutes of local traffic per month.
- 3.9 ITC^DeltaCom may opt at any time to terminate to BellSouth some or all local exchange traffic and intraLATA toll traffic originating on its network, together with switched access traffic, via Feature Group B or D Switched Access services which ITC^DeltaCom may otherwise purchase from BellSouth, subject to the rates, terms and conditions specified in

BellSouth's applicable switched access tariffs. At no time shall ITC^DeltaCom be required to route outbound traffic via facilities for which a full retail or end user toll charge would be assessed when parallel FG-B or FG-D routing, or routing via a different carrier exists which is capable of carrying and completing said traffic at more favorable rates.

- 3.10 At either Party's request, the other Party shall provide for overflow routing from a given high usage trunk group or groups onto another final tandem trunk group.

#### 4.0 Network Design and Management for Interconnection

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

- 4.2 There will be no re-arrangement, reconfiguration, disconnect, or other nonrecurring fees associated with the initial reconfiguration of each carrier's traffic exchange arrangements upon execution of this agreement.

- 4.3 BellSouth shall not impose a cross-connect fee on ITC^DeltaCom where ITC^DeltaCom accesses 911 or E-911, reciprocal traffic exchange trunks, and network platform services, through a collocation arrangement at the BellSouth Wire Center.

- 4.4 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- I 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-TSV000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall hand off calling number ID when technically feasible.

- 4.5 Quality of Interconnection. The local interconnection for the transmission and routing of Telephone Exchange Service and Exchange Access that BellSouth provides to ITC^DeltaCom 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. Attachments 2 and 10 to the Agreement contains detailed service descriptions, technical requirements and quality measures applicable to Interconnection Services and Facilities.



4.6 Network Management Controls. BellSouth shall work cooperatively with ITC^DeltaCom to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent network congestion.

4.7 Forecasting Requirements.

4.7.1 The Parties shall exchange technical descriptions and binding 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.

4.7.2 Both Parties shall meet every six (6) months or at otherwise mutually agreeable intervals for the purpose of exchanging binding forecasts of their 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 4.7.3 hereof contains guidelines regarding trunk forecasts, the forecast meetings and meeting intervals, that the Parties can use to form the basis of their Agreement. Should either Party fail to meet the requirements of the binding forecasts, the non-complying party shall pay liquidated damages of \$20,000 per occurrence of missed order to a tandem and \$1500 per DS1. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" under Section 9 of the General Terms and Conditions - Part A of the Agreement.

4.7.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next future year. The forecast meeting between the Parties could be a face-to-face meeting, video conference or audio conference. It could 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 ten percent (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 where the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as described in the General Terms and Conditions Part A of the Agreement.

4.8 Common Channel Signaling. BellSouth shall provide LEC-to-LEC Common Channel Signaling ("CCS") to ITC^DeltaCom, where available, at no charge, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), calling

party number ("CPN"), originating line information ("OLI"), calling company category, charge number, etc. All privacy indicators will be honored, and BellSouth will cooperate with ITC^DeltaCom on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Where available, network signaling information such as Carrier Identification Parameter (CCS platform), at the standard tariff rates, and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum (OBF) adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency (MF) wink start E&M channel Associated signaling will be provided. Such MF arrangements will require a separate trunk group between ITC^DeltaCom's switch and one specified BellSouth switch. ITC^DeltaCom shall establish CCS interconnection with BellSouth signal transfer points (STPs) in each LATA, either directly or via an intermediary STP provider.

**4.8.1** Where the interconnection is via B-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge – BellSouth will not bill an STP port charge nor will BellSouth agree to pay a port charge; 2) SS7 Network Usage – BellSouth will bill SS7 Network Usage and will agree to pay usage billed by ITC^DeltaCom (to the extent that a flat rate surrogate charge is billed by ITC^DeltaCom, it will not exceed BellSouth's charge); 3) SS7 Link- BellSouth will bill for only two links of each quad ordered. Application of these charges in this manner reflects the reciprocal use of the two parties signaling networks.

**4.8.2** Where the interconnection is via A-link connections, charges for the SS7 interconnection elements are as follows: 1) Port Charge- BellSouth will bill an STP port charge and does not agree to pay a termination charge at ITC^DeltaCom's end office; 2) SS7 Network Usage- BellSouth will bill for usage on its SS7 network and will not agree to pay for any usage billed by ITC^DeltaCom; 3) Link- BellSouth will bill full charges for each link in the A link pair and will not agree to pay ITC^DeltaCom for any portion of those links.

**4.8.3** Call Information. BellSouth and ITC^DeltaCom shall exchange the proper call information, *i.e.*, originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

## **4.9 Signaling**

Signaling Interconnection may be used for signaling between ITC^DeltaCom switches connected to the BellSouth network, between ITC^DeltaCom switches and BellSouth switches, and between ITC^DeltaCom switches and those third party networks with which BellSouth's SS7 network is interconnected.

4.9.1 When available, CCS 7 signaling shall be used by the Parties to set up calls between the Parties' Telephone Exchange Service networks. Each Party shall supply the calling party number ("CPN") within the SS7 signaling message, if available. If CCS 7 signaling is unavailable, MultiFrequency ("MF") signaling shall be used by the Parties. Each Party is responsible for providing its portion of the signaling links and ports on its STPs necessary to provide CCS 7 signaling to support the exchange of traffic under this Agreement. Such SS7 signaling interconnection shall be accomplished either by connecting to the BellSouth STPs or by arranging signaling connectivity through a third party provider of signaling services. Each Party shall charge the other Party equal and reciprocal rates for CCS 7 signaling in accordance the rates included in with Attachment 11 to the Agreement (Pricing Schedule).

4.9.2 The Parties directly or, where applicable, through their third party provider, shall cooperate on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate interoperability of CCS 7 based features between their respective networks, including all CLASS features and functions (except call return, until technically feasible), to the extent each Party offers such features and functions to its Customers. All CCS 7 signaling parameters shall be provided including, without limitation, Automatic Number Identification ("ANI") Calling Party Number ("CPN"), Originating Line Information ("OLI"), calling party category and charge number, and Carrier Identification Code ("CIC") and, upon request in accordance with the terms specified in Attachment 2 to the Agreement. For terminating Exchange Access, such information shall be passed by a Party to the extent that such information is provided to such Party.

4.9.3 Where available and upon the request of the other Party, each Party shall cooperate to ensure that its trunk groups are configured utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission to allow for ISDN interoperability between the Parties' respective networks.

## 5.0 Parity

5.1 Interconnection shall be equal in quality to that provided by the Parties to themselves or any Subsidiary, Affiliate or other Telecommunications Carrier. "Equal in quality" means the same technical criteria and service standards that a Party uses within its own network, including the same or equivalent interface specifications, provisioning, installation, maintenance, testing, repair intervals, call blocking incidence, grade of service and transmission clarity.

5.2 BellSouth shall provide ITC^DeltaCom with Interconnection (i) in accordance with the requirements of this Attachment 3, (ii) in conformance with the Performance Standards listed in Attachment 10, and (iii) as required by the applicable state Commission and the FCC.

## 6.0 Reciprocal Compensation Arrangements – Section 251(b)(5)



Reciprocal Compensation applies for transport and termination of Local Traffic and traffic terminated to ISPs billable by BellSouth or ITC^DeltaCom that a Telephone Exchange Service End User originates on BellSouth's or ITC^DeltaCom's network for termination on the other Party's network. Local Traffic is defined as any telephone call that originates in one local calling area and terminates in either the same local calling area, or a corresponding Extended Area Service ("EAS") exchange area. Termination is defined as the switching of telecomm traffic at the terminating carriers end office switch or equivalent facilities and delivery of such traffic to the called party's premises.

- 6.1 Compensable local traffic shall include calls terminated by ITC^DeltaCom to BellSouth for special and AIN services, in which BellSouth has a dedicated NXX code for multiple NPA's (i.e. 557, 780). Each party agrees to terminate local traffic originated and routed to it by the other party. Each Party will pay the other for terminating its local traffic on the other's network the local interconnection rate of \$.009 per minute of use in all states.
- 6.2 This Reciprocal Compensation obligation includes the payment for the Transport and Termination of traffic destined to Information Service Providers ("ISPs").
- 6.3 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service.
- 6.4 Each Party shall charge the other Party its effective Feature Group D Switched Access rates for traffic based on the applicable PIU/PLU, as referenced in Section 1.9

## 7.0 Transmission and Routing of Exchange Access Traffic

The Parties shall jointly provide Tandem-transported Switched Exchange Access Services to Interexchange Carriers to enable such Interexchange Carriers to originate and terminate traffic from/to ITC^DeltaCom's End Users, and to originate and terminate traffic to/from BellSouth's End Users.

Only those valid NXX codes served by an End Office may be accessed through a direct connection to that End Office.

## 8.0 NXX Translations Implementation

It shall be the responsibility of each Party to program and update its switches and network systems pursuant to the local exchange routing guide (LERG) and other switched telecommunications industry guidelines to recognize and route traffic to the other Party's assigned NXX codes using that party's preferred routing at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, except as expressly defined in this Agreement.

- 8.1 Neither party shall be obligated to adopt the specific end user dialing plan of the other.

Testing and loading of ITC^DeltaCom's NXXs' should be the same as BellSouth's own. BellSouth will make testing platforms available to ITC^DeltaCom at parity to those tests that BellSouth performs for its own retail services.

- 8.2 BellSouth will load NXXs according to industry guidelines, including the terminating LATA in which the NXXs/rate center is located.
- 8.3 BellSouth will supply ITC^DeltaCom with copies of its Local Calling Area Boundary Guide, including all updates thereto.
- 8.4 All BellSouth services provided to ITC^DeltaCom pursuant to this Section 8.0 will be at no charge to ITC^DeltaCom.
- 8.5 The Parties will cooperate by exchanging technical information in order to identify and explore potential solutions to enable ITC^DeltaCom to establish unique rate centers, or to assign a single NXX code across multiple rate centers.

## 9.0 **Meet-Point Billing Arrangements**

### 9.1 **Meet-Point Billing**

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

- 9.2 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.

- 9.3 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.
- 9.4 Each company agrees to recreate the lost or damaged data ~~within forty-eight (48) hours~~ ten (10) days of notification by the other or by an authorized third party handling the data.
- 9.5 Each company also agrees to process the recreated data ~~within forty-eight (48) hours~~ ten (10) days of receipt at its data processing center.
- 9.6 All claims should be filed with the other company with 120 days of the receipt of the date of the unbillable usage.
- 9.7 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 9.8 In each LATA, the Parties shall establish MPB arrangements between the applicable Rating Point/Serving Wire Center combinations.
- 9.9 Either Party may make this billing percentage information available to IXC's. The billing percentages shall be calculated according to one of the methodologies specified for such purposes in the MECAB document.
- 9.10 The Parties shall undertake all reasonable measures to ensure that the billing percentage and associated information are maintained in their respective federal and state access Tariffs, as required, until such time as such information can be included in the National Exchange Association ("NECA") FCC Tariff No.4.
- 9.11 Each Party shall provide the other Party with the billing name, billing address, and Carrier Identification Code ("CIC") of the IXC, and identification of the IXC's Local Serving Wire Center in order to comply with the MPB notification process as outlined in the MECAB document.
- 9.12 MPB also shall apply for traffic bearing the 500, 900, 800/888/877 or any new-geographic NPA which may likewise be designated for such traffic in the future.
- 9.13 Within thirty (30) days of a request by ITC^DeltaCom, BellSouth agrees to notify all switched access users with a CIC in an affected LATA that the Parties have entered into a MPB arrangement.



9.14 Two-way meet point trunks which are separate from the local interconnection trunk groups will be established to enable ITC^DeltaCom and BellSouth to provide Exchange Access Services to IXCs via a BellSouth Central Office. No Party shall charge the other any amount for any meet point facilities unless one Party is ordering trunks from the other.

9.15 All originating Toll Free Service calls for which BellSouth performs the Service Switching Point (SSP) function (e.g., performs the database query) shall be delivered by ITC^DeltaCom using GR-394 format over a trunk group designated for Toll Free Service. Carrier Code "0110" and Circuit Code of "08" shall be used for all such calls. In the event ITC^DeltaCom becomes a toll free service provider, BellSouth shall deliver traffic using the GR-394 format over a trunk group designated for Toll Free Service.

9.16 All originating Toll Free Service calls for which ITC^DeltaCom performs the SSP function, if delivered to BellSouth, shall be delivered by ITC^DeltaCom using GR-394 format over the meet point trunk group for calls destined to IXCs, or shall be delivered by ITC^DeltaCom using GR-317 format over the Local Interconnection Trunk Group for calls destined to end offices that directly subtend BellSouth access tandems.

9.17 Any switched access charges associated with interexchange access provided over unbundled Network Elements or UNE platform shall be billed by, and due to, ITC^DeltaCom or in accordance with Meet Point Billing Arrangements, as appropriate. BellSouth shall provide ITC^DeltaCom the billing name, billing address, and CIC of the IXC's and copies of relevant IXC Access Service Request (ASRs) in order to comply with the notification process outlined in MECAB.

## **10.0 Transit Service**

The Parties agree that each shall provide Transit Service to the other on the terms and conditions set forth in this Section 10.1.

10.1 "Transit Service" means the delivery of certain traffic between either Party and a third party telecommunications provider (hereafter, "Third Party Carrier") by the Other Party over the local interconnection trunks. The following traffic types will be delivered: (i) Local Traffic (including EAS traffic), IntraLATA, and InterLATA Toll Traffic originated from the Other Party to such Third Party Carrier, and (ii) Local (including EAS traffic), IntraLATA and InterLATA Toll Traffic originated from such Third Party Carrier and terminated to the Other Party. If either party provides intermediary tandem switching and transport services for the other party's connection of its end user to a local end user of: (1) a CLEC other than ITC^DeltaCom; (2) an ILEC other than BellSouth; or (3) another telecommunications company such as a wireless telecommunications service provider, the party performing the intermediary function will bill either the state ordered rate or a \$0.0015 per minute charge. However, BellSouth agrees that ITC^DeltaCom may cross-connect directly to such third Parties at the POI. In such event, tariffed cross-connection non-recurring charges will apply, and no transiting charge will apply.

## **11.0 Packet Switched Network Interconnection/Frame Relay**

The Parties agree to interconnect their local data services networks for the exchange of Frame Relay Services ("FRS") traffic.

**11.1** The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states where traffic is being exchanged between ITC^DeltaCom and BellSouth Frame Relay Switches in the same LATA.

**11.1.1** The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually-agreed upon Frame Relay Service point(s) of interconnection ("POIs") within the LATA. All POIs shall be within the same Frame Relay Network Serving Area as defined in Section A40 of BellSouth's General Subscriber Services Tariff.

**11.1.2** Upon the request of either Party, such interconnection will be established where BellSouth and ITC^DeltaCom have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in the central office of a Party, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.

**11.1.3** The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay Trunks between the respective Frame Relay switches and the POIs.

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

- (i) Frame Relay framed packet data is transported within Virtual Circuits ("VC"). For the purposes of calculating the PLCU, if all the data packets transported within a VC remain within the LATA, then consistent with the local definitions in this Agreement, the traffic on that VC is local ("Local VC").
- (ii) If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA.
- (iii) The PLCU shall be determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility at the end of the reporting period. The Parties agree to renegotiate the method for determining PLCU, at either Parties' request, and within 90 days, if either Party notifies the other that it has found that this method does not adequately represent the PLCU.
- (iv) If there are no VCs on a facility when it is billed, the PLCU will be zero.

**11.1.5** BellSouth will provide the Frame Relay Trunk(s) between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows- BellSouth will invoice, and ITC^DeltaCom will pay, the total non-recurring and recurring charges for the trunk facility. ITC^DeltaCom will then invoice, and BellSouth will pay, an amount calculated by



multiplying the BellSouth billed charges for the trunk facility by one-half of ITC^DeltaCom's PLCU.

**11.1.6** Each Party will provide a Frame Relay network-to-network interface ("NNI") port to the other Party for each trunk facility provided pursuant to 11.1.5 above. Compensation for NNI ports shall be based upon the NNI rates set forth in the BellSouth F.C.C Tariff No. 1. Pursuant to that tariff, ITC^DeltaCom may select a month-to-month or term rate structure for the NNI ports BellSouth provides to ITC^DeltaCom. Whatever rate structure ITC^DeltaCom selects shall be deemed to be the same rate structure that applies to the NNI port ITC^DeltaCom provides to BellSouth. There shall be no termination liability to either party for the local portion of the NNI port as determined by the ITC^DeltaCom PLCU at the time of termination.

**11.1.7** Compensation for the NNI ports shall be calculated as follows:

**11.1.7.1** For NNI ports provided by BellSouth to ITC^DeltaCom, BellSouth will invoice, and ITC^DeltaCom will pay, the total nonrecurring and recurring charges for the NNI port. ITC^DeltaCom will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed non-recurring and recurring charges for the NNI port by one-half of ITC^DeltaCom's PLCU.

**11.1.7.2** For NNI ports provided by ITC^DeltaCom to BellSouth, ITC^DeltaCom will invoice, and BellSouth will pay, the total non-recurring and recurring charges for the NNI port. BellSouth will then invoice, and ITC^DeltaCom will pay, an amount determined as follows: ITC^DeltaCom's combined interLATA and local usage will be calculated by subtracting one-half of ITC^DeltaCom's PLCU factor from one hundred percent. The difference will then be multiplied by the total charges initially billed by ITC^DeltaCom for the NNI port. BellSouth will then invoice, and ITC^DeltaCom will pay, this amount to BellSouth.

**11.1.8** A Permanent Virtual Circuit ("PVC") is a logical channel from a frame relay network interface (e.g., NNI or User Network Interface) to another frame relay network interface. A PVC is created when a Data Link Channel Identifier ("DLCI") is mapped together with another DLCI. Neither Party will charge the other Party any DLCI or Committed Information Rate ("CIR") charges for the PVC from its Frame Relay switch to its own subscriber's premises.

**11.1.9** For the PVC between the ITC^DeltaCom and BellSouth Frame Relay switches, compensation for the DLCI and CIR charges are based upon the rates in the BellSouth FCC Tariff No. 1. Compensation for PVC and CIR rate elements shall be calculated as follows:

**11.1.10** For PVCs between the BellSouth Frame Relay switch and the ITC^DeltaCom Frame Relay switch, BellSouth will invoice, and ITC^DeltaCom will pay, the total non-recurring and recurring DLCI and CIR charges. If the VC is a Local VC, ITC^DeltaCom

will invoice and BellSouth will pay, 100% of the DLCI and CIR charges initially billed by BellSouth for that PVC. If the VC is not local, no compensation will be paid to ITC^DeltaCom for the PVC.

**11.1.11** Each Party will compensate the other Party for any applicable Feature Change or Transfer of Service Charges as set forth in BellSouth's Tariff F.C.C. No. 1. The Parties agree to limit the sum of the CIR for the VCs on a given NNI port to not more than two times the port speed.

**11.1.12** Except as expressly provided herein, this Agreement does not address or alter in any way either Party's provision of Exchange Access Frame Relay Service or interLATA Frame Relay Service. All charges by each Party to the other for carriage of Exchange Access Frame Relay Service or interLATA Frame Relay Service are included in the BellSouth access tariffs.

**11.1.13** Until such time as BellSouth obtains authority to provide in-region, interLATA service, ITC^DeltaCom will identify and report its PLCU to BellSouth on a quarterly basis.

**11.1.14** Either Party may request a review or audit of the various service components, including but not limited to a Party's determination of its PLCU, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No. 1 Tariff.

**11.1.15** If during the term of this Agreement, BellSouth obtains authority to provide in-region, interLATA service, the Parties shall renegotiate the provisions of Section 11.1.5, 11.1.7, 11.1.8-11.1.10, and 11.1.13 to account for BellSouth's PLCU. In the event the parties are unable to reach agreement within one hundred eighty (180) days of the date BellSouth receives interLATA authority, the matter shall be resolved pursuant to the dispute resolution provisions set forth in this agreement.

**11.1.16** If during the term of this Agreement, BellSouth makes available, to an affiliate or any other telecommunications carrier, Frame Relay interconnection on rates, terms and conditions different than those provided for in this Section 11, then ITC^DeltaCom shall be entitled, at its option, to replace any part of this Section 11 with such rates, terms, and conditions.

Attachment 3

Exhibit A  
Page 1

EXHIBIT A

RATE ELEMENTS UNDER MEET POINT BILLING

Switched Access - Terminating to or originating from ITC^DeltaCom Customers

<u>Rate Element</u>	<u>Billing Company</u>
Carrier Common Line	ITC^DeltaCom
Local Switching	ITC^DeltaCom
Interconnection Charge	ITC^DeltaCom
Local Transport Facility/	
Tandem Switched Transport Per Mile	Based on negotiated billing percentage(BIP)
Tandem Switching	BellSouth
Local Transport Termination/	
Tandem Switched Transport Fixed	BellSouth
Entrance Facility	BellSouth
800 Database Query	Party that performs query

## PHYSICAL COLLOCATION

### 1. SCOPE OF ATTACHMENT

1.1 Right to occupy. BellSouth hereby grants ITC^DeltaCom a right to occupy that certain area designated by BellSouth within a BellSouth Central Office, of a size and dimension which is specified by ITC^DeltaCom and agreed to by BellSouth (hereinafter "Collocation Space"). Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth central office premises. The size specified by ITC^DeltaCom may contemplate a request for space sufficient to accommodate CLEC's growth within a two year period unless otherwise agreed to by the Parties.

1.2 Use of space. ITC^DeltaCom shall use the Collocation Space for the purposes of installing, maintaining and operating ITC^DeltaCom's equipment (to include testing and monitoring equipment) which is used or useful primarily to interconnect with BellSouth's services and facilities including access to unbundled network elements, for the provision of telecommunications services. Pursuant to Section 5, following, ITC^DeltaCom may place ITC^DeltaCom-owned fiber entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, ITC^DeltaCom may connect to other ITC^DeltaComs within the designated BellSouth Central Office (including to its own virtual or physical collocated arrangements) through co-carrier cross connect facilities designated by ITC^DeltaCom.

1.2.1 Space Reclamation. In the event of space exhaust within a central office premises, ITC^DeltaCom may be required to sublease space to other physical collocation applicants. ~~release space to BellSouth to be allocated to other physical collocation applicants when a minimum of fifty percent of the total amount of space in ITC^DELTACom's collocation arrangement is not being utilized within the first year of operation, or 100% of the total amount of space by the end of the second year of operation.~~

1.3 Rates and charges. ITC^DeltaCom agrees to pay the rates and charges identified at Exhibit A attached hereto.

1.4 Performance Measures. Collocation provided under this Collocation Agreement shall be subject to the Collocation Performance Standards and Measurements in Attachment 10 of the Agreement.

### 2. SPACE NOTIFICATION

2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit ITC^DeltaCom to physically collocate, pursuant to the terms of this Agreement, at any BellSouth central office premises, unless BellSouth has determined that there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth central office premises.

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

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

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

2.3 Denial of Application. After notifying ITC^DeltaCom that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow ITC^DeltaCom, upon request, to tour the entire Central Office within ten (10) business days of such Denial of Application. In order to schedule said tour within ten (10) business days, the request for a tour of the Central Office must be received by BellSouth within five (5) business days of the Denial of Application.

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

2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the central office premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list when space becomes available according to how much space becomes available and the position of telecommunications carrier on said waiting list. Upon request BellSouth will advise ITC^DeltaCom as to its position on the list.

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

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



### 3. COLLOCATION OPTIONS

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

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

3.2.1 BellSouth has the right to review ITC^DeltaCom's plans and specifications prior to allowing construction to start. BellSouth has the right to inspect the enclosure after construction to make sure it is designed and constructed according to BellSouth's guidelines and specifications and to require ITC^DeltaCom to remove or correct at ITC^DeltaCom's cost any structure that does not meet these standards.

3.3 Shared (Subleased) Caged Collocation. ITC^DELTACom may allow other telecommunications carriers to share ITC^DELTACom's caged collocation arrangement pursuant to terms and conditions agreed to by ITC^DELTACom ("Host") and other telecommunications carriers ("Guests") and pursuant to this section with the following exceptions: (1) where local building code does not allow Shared (Subleased) Caged Collocation and (2) where the BellSouth central office premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option,. The terms and conditions of the agreement between the Host and its Guests shall be written and a copy provided to the BellSouth contact specified in Section 15 within ten (10) business days of its

execution and prior to any Firm Order. Further, said agreement shall incorporate by reference the rates, terms, and conditions of this Agreement between BellSouth and ITC^DELTACOM.

3.3.1 ITC^DELTACOM shall be the sole interface and responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placements of Guest; for assessment of rates and charges contained within this Agreement; and for the purposes of ensuring that the safety and security requirements of this Agreement are fully complied with by the Guest, its employees and agents. The initial Guest application shall require the assessment of an Application Fee, as set forth in Exhibit A. Notwithstanding the foregoing, Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and Guest and for the provisions of the services and access to unbundled network elements.

3.3.2 ITC^DELTACOM shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of ITC^DELTACOM's Guests in the Collocation Space.

3.4 Adjacent Collocation. BellSouth will provide adjacent collocation arrangements ("Adjacent Arrangement") where space within the Central Office is legitimately exhausted, subject to technical feasibility, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Central Office property and where permitted by zoning and other applicable state and local regulations. The Adjacent Arrangement shall be constructed or procured by ITC^DELTACOM and in conformance with BellSouth's design and construction specifications. Further, ITC^DELTACOM shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Agreement. Rates shall be negotiated at the time of the request for Adjacent Collocation.

3.4.1 Should ITC^DELTACOM elect such option, ITC^DELTACOM must arrange with a BellSouth certified contractor to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, ITC^DELTACOM and ITC^DELTACOM's contractor must comply with local building code requirements. ITC^DELTACOM's contractor shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. ITC^DELTACOM's BellSouth Certified Vendor shall bill ITC^DELTACOM directly for all work performed for ITC^DELTACOM pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. ITC^DELTACOM must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access ITC^DELTACOM's locked enclosure prior to notifying ITC^DELTACOM.

3.4.2 BellSouth maintains the right to review ITC^DELTACOM's plans and specifications prior to construction of an Adjacent Arrangement(s). BellSouth may inspect the Adjacent Arrangement(s) following construction and prior to commencement, as defined in Section 4.1 following, to ensure the design and construction comply with BellSouth's guidelines and specifications. BellSouth may require ITC^DELTACOM, at ITC^DELTACOM's sole cost, to correct any deviations from BellSouth's guidelines and specifications found during such

inspection(s), up to and including removal of the Adjacent Arrangement, within five (5) business days of BellSouth's inspection, unless the Parties mutually agree to an alternative time frame.

3.4.3 ITC^DELTACom shall provide a concrete pad, the structure housing the arrangement, HVAC, lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of interconnection. At ITC^DELTACom's option, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement.

3.4.4 BellSouth shall allow Shared (Subleased) Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth in Section 3.3 proceeding.

#### 4. OCCUPANCY

4.1 Commencement Date. The "Commencement Date" shall be the day ITC^DeltaCom's equipment becomes operational as described in Article Section 4.2, following.

4.2 Occupancy. BellSouth will notify ITC^DeltaCom in writing that the Collocation Space is ready for occupancy. ITC^DeltaCom 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. ITC^DeltaCom must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. ~~BellSouth may, at its option not accept orders for interconnected service until receipt of such notice.~~ BellSouth may consent to an extension beyond 180 days upon a demonstration by ITC^DeltaCom that circumstances beyond its reasonable control prevented ITC^DeltaCom from completing installation by the prescribed date. If ITC^DeltaCom 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 ITC^DeltaCom's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to ITC^DeltaCom with respect to said Collocation Space. Termination of ITC^DeltaCom's rights to the Collocation Space pursuant to this paragraph shall not operate to release ITC^DeltaCom 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, ITC^DeltaCom's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

4.3 Termination. Except where otherwise agreed to by the Parties, ITC^DeltaCom may terminate occupancy in a particular Collocation Space upon thirty (30) days prior written notice to BellSouth. Upon termination of such occupancy, ITC^DeltaCom at its expense shall remove its equipment and other property from the Collocation Space. ITC^DeltaCom shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of ITC^DeltaCom's Guests; provided, however, that ITC^DeltaCom shall continue payment of monthly fees to BellSouth until such date as ITC^DeltaCom has fully vacated the Collocation Space. Should ITC^DeltaCom 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 ITC^DeltaCom at ITC^DeltaCom's expense and with no liability



for damage or injury to ITC^DeltaCom's property unless caused by the gross negligence or intentional misconduct of BellSouth. ITC^DeltaCom shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits), of an Adjacent Collocation arrangement at the termination of occupancy and restoring the grounds to their original condition.

## 5. USE OF COLLOCATION SPACE

5.1 Equipment Type. BellSouth permits the collocation of any type of equipment used or useful for interconnection to BellSouth's network or for access to unbundled network elements in the provision of telecommunications services. Such equipment used or useful for interconnection and access to unbundled network elements includes, but is not limited to transmission equipment including, but not limited to, optical terminating equipment and multiplexers, and digital subscriber line access multiplexers, routers, asynchronous transfer mode multiplexers, and remote switching modules. Nothing in this section requires BellSouth to permit collocation of equipment used solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of requesting carriers to use all the features, functions, and capabilities of equipment collocated pursuant to this section.

5.1.1 Such equipment must at a minimum meet the following BellCore (Telcordia) Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the BellCore (Telcordia) Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards.

5.1.2 ITC^DELTACOM shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Collocation Space or on the grounds of the central office premises.

5.1.3 ITC^DELTACOM shall place a plaque or other identification affixed to ITC^DeltaCom's equipment necessary to identify ITC^DELTACOM's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. ITC^DELTACOM may elect to place ITC^DELTACOM-owned or ITC^DELTACOM-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Central Office building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. ITC^DELTACOM will provide and place fiber cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. ITC^DELTACOM will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced, which will extend from the splice location to the ITC^DELTACOM's equipment in the Collocation Space. In the event ITC^DELTACOM utilizes a non-metallic, riser-type entrance facility, a splice will not be required. ITC^DELTACOM must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. ITC^DELTACOM is responsible for maintenance of the entrance facilities. At ITC^DELTACOM's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions.

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each central office premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Agreement, BellSouth shall provide ITC^DELTACom 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 ITC^DELTACom'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.

5.2.2 Shared Use. ITC^DELTACom may utilize spare capacity on an existing ITC^DeltaCom entrance facility for the purpose of providing an entrance facility to another ITC^DeltaCom collocation arrangement within the same BellSouth Central Office. ITC^DeltaCom must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to ITC^DeltaCom-provided riser cable.

5.3 Splicing in the Entrance Manhole. Although not generally permitted, should ITC^DELTACom 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 ITC^DELTACom by BellSouth, ITC^DELTACom 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). Manhole 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.

5.4 Demarcation Point. BellSouth will designate the point(s) of interconnection between ITC^DELTACom'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. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame. ITC^DELTACom shall be responsible for providing, and ITC^DELTACom's BellSouth Certified Vendor shall be responsible for installing and properly labelling/stenciling, the common block, and necessary cabling pursuant to Section 6.4. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. ITC^DELTACom or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to subsection 5.5, following, and may self-provision cross-connects that may be required within the collocation space to activate service requests. At ITC^DELTACom's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.

5.5 ITC^DELTACom's Equipment and Facilities. ITC^DELTACom, or if required by this Agreement, ITC^DELTACom's BellSouth certified vendor, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by ITC^DELTACom. Such equipment and

facilities may include but are not limited to cable(s); equipment; and point of termination connections.

5.6 Co-Carrier Cross-connect. In addition to, and not in lieu of, obtaining interconnection with, or access to, BellSouth telecommunications services, unbundled network elements, and facilities, ITC^DeltaCom may directly connect to other ITC^DeltaCom's within the designated BellSouth Central Office (including to its other virtual or physical collocated arrangements) through facilities owned by ITC^DeltaCom or through BellSouth facilities designated by ITC^DeltaCom, at ITC^DeltaCom's option. Such connections to other carriers may be made using either optical or electrical facilities. ITC^DELTACom may deploy such optical or electrical connections directly between its own facilities and the facilities of other ITC^DeltaCom(s) without being routed through BellSouth equipment.

5.6.1 If ITC^DELTACom requests a co-Carrier cross-connect after the initial installation i.e., ITC^DELTACom must submit an application with a Subsequent Application Fee. ITC^DELTACom must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the ITC^DELTACom equipment and the equipment of the other ITC^DeltaCom are located within the same collocation area or are within contiguous collocation spaces. In cases where ITC^DELTACom's equipment and the equipment of the other ITC^DeltaCom are located in the same collocation area or are in contiguous collocation spaces, ITC^DELTACom will have the option to deploy the co-Carrier cross connects between the sets of equipment. Where cable support structure exists for such connection there will be a recurring charge per linear foot of support structure used. When cable support structures do not exist and must be constructed a non-recurring charge for the individual case will be assessed.

5.7 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 BellSouth equipment and building modifications (e.g., running, altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give reasonable notice to ITC^DELTACom when access to the Collocation Space is required. ITC^DELTACom may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that ITC^DELTACom will not bear any of the expense associated with this work.

5.8 Access. Pursuant to Section 11, ITC^DELTACom shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week beginning at the time of Space Acceptance. ITC^DELTACom agrees to provide either the name, social security number, and date of birth or the existing access card information of each employee, contractor, or agents provided with Access Keys or cards ("Access Keys") ~~prior to the issuance of said Access Keys~~ at the time of Firm Order and BellSouth will make cards/keys available as part of the Space Acceptance process. Access Keys shall not be duplicated under any circumstances. ITC^DELTACom agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of ITC^DELTACom employees, contractors, Guests, or agents after termination of the employment relationship, contractual obligation with ITC^DELTACom or upon the termination of this Agreement or the termination of occupancy of an individual collocation arrangement.

5.8.1 Lost or Stolen Access Keys. ITC^DELTACom shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. ITC^DELTACom will pay

BellSouth \$250.00 per Access Key(s) lost or stolen. Should it become necessary for BellSouth to re-key buildings as a result of a lost Access Key(s) or for failure to return an Access Key(s), ITC^DELTA COM shall pay for all reasonable costs associated with the re-keying.

5.9 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 ITC^DeltaCom located in the Central Office; shall not endanger or damage the facilities of BellSouth or of any other ITC^DeltaCom, 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 ITC^DELTA COM violates the provisions of this paragraph, BellSouth shall give written notice to ITC^DELTA COM, which notice shall direct ITC^DELTA COM to cure the violation within forty-eight (48) hours of ITC^DELTA COM'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 ITC^DELTA COM 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 ITC^DeltaCom, 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 ITC^DELTA COM's equipment. BellSouth will endeavor, but is not required, to provide notice to ITC^DELTA COM prior to taking such action and shall have no liability to ITC^DELTA COM for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10 Personalty and its Removal. Subject to requirements of this Agreement, ITC^DELTA COM 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 ITC^DELTA COM 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 ITC^DELTA COM at any time. Any damage caused to the Collocation Space by ITC^DELTA COM's employees, agents or representatives during the removal of such property shall be promptly repaired by ITC^DELTA COM at its expense.

5.11 Alterations. In no case shall ITC^DELTA COM or any person acting on behalf of ITC^DELTA COM 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 ITC^DELTA COM.

5.12 Janitorial Service. ITC^DELTA COM shall be responsible for the general upkeep and cleaning of the Caged Collocation Space and shall arrange directly with a BellSouth certified contractor for janitorial services. BellSouth shall provide a list of such contractors on a site-specific basis upon request.



## 6. ORDERING AND PREPARATION OF COLLOCATION SPACE

6.1 Application for Space. ITC^DELTACOM shall submit an application document when ITC^DELTACOM or ITC^DELTACOM's Guest(s), as defined in Section 3.3, desires to request or modify the use of the Collocation Space.

6.1.1 Initial Application. For ITC^DELTACOM or ITC^DELTACOM's Guest(s) initial equipment placement, ITC^DELTACOM shall submit to BellSouth a complete and accurate Application and Inquiry document (Bona Fide Application), together with payment of the Application Fee as stated in Exhibit A. The Bona Fide Application shall contain a detailed description and schematic drawing of the equipment to be placed in ITC^DELTACOM's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event ITC^DELTACOM or ITC^DELTACOM's Guest(s) desire to modify the use of the Collocation Space, ITC^DELTACOM shall complete an Application document detailing all information regarding the modification to the Collocation Space ~~together with payment of the minimum Subsequent Application Fee as stated in Exhibit A. Said minimum Subsequent Application Fee shall be considered a partial payment of the applicable Subsequent Application Fee which shall be calculated as set forth below.~~ BellSouth shall determine what modifications, if any, to the Central Office premises are required to accommodate the change requested by ITC^DELTACOM in the Application. Such necessary modifications to the Central Office premises may include but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, and equipment additions. The fee paid by ITC^DELTACOM for its request to modify the use of the Collocation Space shall be dependent upon the modification requested and ~~ITC^DeltaCom will be notified of the applicable fee within 10 days of submission of the application.~~ Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required. ~~and the pre-paid fee shall be refunded to ITC^DELTACOM~~ The fee for an application where the modification requested has limited effect (e.g., does not require capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit A. All other modifications shall require a Subsequent Application Fee assessed at the applicable application fee. In the event such modifications require the assessment of a full Application Fee as set forth in Exhibit A, the outstanding balance shall be due by ITC^DELTACOM within 30 calendar days following ITC^DELTACOM's receipt of a bill or invoice from BellSouth.

6.2 Application Response. In addition to the notice of space availability pursuant to Section 2.1, BellSouth will respond within ten (10) calendar days of receipt of an Application whether the Application is Bona Fide, and if it is not Bona Fide, the items necessary to cause the Application to become Bona Fide. When space has been determined to be available, BellSouth will provide a comprehensive written response within thirty (30) calendar days of receipt of a complete application. When multiple applications are submitted within a fifteen calendar day window within the same state, BellSouth will respond to the applications as soon as possible, but no later than the following: within thirty (30) calendar days for applications 1-5; within thirty-six (36) calendar days for applications 6-10; within forty-two (42) calendar days for applications 11-15. Response intervals for multiple applications submitted within the same

timeframe for the same state in excess of 15 must be negotiated. ~~All negotiations shall consider the total volume from all requests from telecommunications companies for collocation.~~ The Application Response will detail whether the amount of space requested is available or if the amount of space requested is not available, the amount of space that is available. The response will also include the configuration of the space. When BellSouth's response includes an amount of space less than that requested by ITC^DELTACOM or differently configured, ITC^DELTACOM must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order.

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

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

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

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

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

6.4 Construction and Provisioning Interval. BellSouth will negotiate construction and provisioning intervals per request on an individual case basis. Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best

efforts to complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 business days from receipt of a complete and accurate Bona Fide Firm Order. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Excluding the time interval required to secure the appropriate government licenses and permits, BellSouth will use best efforts to complete construction of all other collocation space ("extraordinary conditions") within 130 business days of the receipt of a complete and accurate Bona Fide Firm Order. Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement. Space that is the subject of a request for cageless physical collocation shall be made available within thirty (30) days after receipt by BellSouth of a complete and accurate Bona Fide Order.

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

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

6.4.3 Acceptance Walk Through. ITC^DELTACOM and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by ITC^DELTACOM. BellSouth will correct any deviations to ITC^DELTACOM's original or jointly amended requirements within five (5) business days after the walk through, unless the Parties jointly agree upon a different time frame.

6.5 Use of Certified Vendor. ITC^DELTACOM shall select a vendor which has been approved as a BellSouth Certified Vendor to perform all engineering and installation work required in the Collocation Space. In some cases, ITC^DELTACOM must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide ITC^DELTACOM with a list of Certified Vendors upon request. The Certified Vendor(s) shall be responsible for installing ITC^DELTACOM's equipment and components, installing co-carrier cross connects, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and ITC^DELTACOM upon successful completion of installation. The Certified Vendor shall bill ITC^DELTACOM directly for all work performed for ITC^DELTACOM pursuant to this Agreement and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. ITC^DELTACOM must submit to BellSouth the completed Access Control Request Form (RF-2906-A), or existing card information for all certified vendors requiring access to the BellSouth Central Office a minimum of 30 calendar days prior to the date ITC^DELTACOM desires access to the



Collocation Space. BellSouth shall consider certifying ITC^DELTACOM or any vendor proposed by ITC^DELTACOM.

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

6.7 Basic Telephone Service. Upon request of ITC^DELTACOM, BellSouth will provide basic telephone service to the Collocation Space under the rates, terms and conditions of the current tariff offering for the service requested.

6.8 Space Preparation. BellSouth shall pro rate the costs of any renovation or upgrade to Central Office space or support mechanisms which is required to accommodate physical collocation. ITC^DELTACOM's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by ITC^DELTACOM divided by the total Central Office square footage receiving renovation or upgrade. For this section, support mechanisms provided by BellSouth may include, but not be limited to heating/ventilation/air conditioning (HVAC) equipment, HVAC duct work, cable support structure, fire wall(s), mechanical upgrade, asbestos abatement, or ground plane addition. Such renovation or upgrade will be evaluated and the charges assessed on a per Central Office basis. BellSouth will reimburse ITC^DELTACOM in an amount equal to ITC^DELTACOM reasonable, demonstrative and mitigated expenditures incurred as a direct result of delays to the completion and turnover dates caused by BellSouth.

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

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

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

## 7. RATES AND CHARGES

7.1 Non-recurring Fees. In addition to the Application Fee referenced in Section 6, preceding, ITC^DELTACOM shall remit payment of a Cable Installation Fee and one-half (1/2) of the estimated Space Preparation Fee, as applicable, coincident with submission of a Bona Fide Firm Order. The outstanding balance of the actual Space Preparation Fee shall be due thirty (30) calendar days following ITC^DELTACOM'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 7.4, when ITC^DELTACOM requests a modification to the arrangement.

7.2 Documentation. BellSouth shall provide documentation to establish the actual Space Preparation Fee. The Space Preparation Fee will be pro rated as prescribed in Section 6, preceding.

7.3 Cable Installation. Cable Installation Fee(s) are assessed per entrance fiber placed.

7.4 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 ITC^DELTACOM's equipment. When the Collocation Space is enclosed, ITC^DELTACOM shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, ITC^DELTACOM shall pay floor space charges based upon the following floor space calculation:  $[(\text{depth of the equipment lineup in which the rack is placed}) + (0.5 \times \text{maintenance aisle depth}) + (0.5 \times \text{wiring aisle depth})] \times (\text{width of rack and spacers})$ . For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event ITC^DELTACOM's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, ITC^DELTACOM shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement. Floor space charges are due beginning with the date on which BellSouth

releases the Collocation Space for occupancy or on the date ITC^DELTACOM first occupies the Collocation Space, whichever is sooner.

7.5 Power. BellSouth shall supply -48 Volt (-48V) DC power for ITC^DELTACOM's Collocation Space within the central office premises and shall make available AC power at ITC^DELTACOM's option for Adjacent Arrangement collocation.

7.5.1 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 ITC^DELTACOM's equipment or space enclosure. When obtaining power from a BellSouth Battery Distribution Fuse Bay, fuses and power cables (A&B) must be engineered (sized), furnished and installed by ITC^DELTACOM's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), furnished and installed by ITC^DELTACOM's certified power vendor. ITC^DELTACOM'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 ITC^DELTACOM's request to collocate in that Central Office ("Power Plant Construction"), ITC^DELTACOM 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 (Telcordia) and ANSI Standards regarding power cabling, including BellCore (Telcordia) Network Equipment Building System (NEBS) Standard GR-63-CORE. BellSouth will notify ITC^DELTACOM 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. ITC^DELTACOM shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. ITC^DELTACOM 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. ITC^DELTACOM 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 ITC^DELTACOM 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.

7.5.2 Charges for AC power will be assessed per breaker ampere per month based upon the certified vendor engineered and installed power feed fused ampere capacity. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth Distribution Fuse Bay, Power Board or Service Panel, fuses and power cables must be engineered (sized), furnished and installed by ITC^DELTACOM's certified vendor. ITC^DELTACOM's certified vendor must also provide a copy of the engineering power specification prior to the Commencement Date. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit A. AC power voltage and phase ratings shall be determined on a per location basis.

7.6 Security Escort. A security escort will be required whenever ITC^DELTACOM or its approved agent desires access to the entrance manhole or must have access to the Central Office Premises after the one accompanied site visit allowed pursuant to subsection 6.2.2 prior to completing BellSouth's Security Training requirements and/or prior to Space Acceptance. Rates for a security escort are assessed in one-half (1/2) hour increments according to the schedule appended hereto as Exhibit A.

7.7 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "trued-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, ITC^DELTACOM shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to ITC^DELTACOM. Each party shall keep its own records upon which a "true-up" can be based and any final payment from one party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such "true-up," the Parties agree that the Commission shall be called upon to resolve such differences.

7.8 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the parties upon request by either party. Payment of all other charges under this Agreement shall be due thirty (30) days after receipt of the bill (payment due date). ITC^DELTACOM 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.

## 8. INSURANCE

8.1 ITC^DELTACOM 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 applicable under this Agreement and having a BEST Insurance Rating of B ++ X (B ++ ten).

8.2 ITC^DELTACOM shall maintain the following specific coverage:

8.2.1 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.

8.2.2 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.

8.2.3 ITC^DELTA COM 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.

8.3 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 ITC^DELTA COM to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

8.4 All policies purchased by ITC^DELTA COM 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 ITC^DELTA COM's property has been removed from BellSouth's Central Office, whichever period is longer. If ITC^DELTA COM fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from ITC^DELTA COM.

8.5 ITC^DELTA COM shall annually submit one certificate of insurance covering all central offices and reflecting the coverage required pursuant to this Section. Failure to meet this requirement may result in construction and equipment installation delays. ITC^DELTA COM shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from ITC^DELTA COM's insurance company. ITC^DELTA COM shall forward a certificate of insurance and notice of cancellation to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
600 N. 19<sup>th</sup> Street, 18B3  
Birmingham, Alabama 35203

8.6 ITC^DELTA COM 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.

8.7 Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

## 9. MECHANICS LIENS

9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or ITC^DeltaCom), 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.

## 10. INSPECTIONS

10.1 BellSouth may conduct an inspection of ITC^DeltaCom's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between ITC^DeltaCom's equipment and equipment of BellSouth. BellSouth may conduct an inspection if ITC^DeltaCom adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. The Parties agree that three months is a reasonable interval on which to mutually agree unless BellSouth determines a need outside of the three month interval to conduct an inspection of ITC^DeltaCom's equipment and facilities. BellSouth shall provide ITC^DeltaCom with a minimum of 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.

## 11. SECURITY.

11.1 Only BellSouth employees, BellSouth certified vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of ITC^DELTACOM will be permitted in the BellSouth Central Office. ITC^DELTACOM 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. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the ITC^DELTACOM name. BellSouth reserves the right to remove from its premises any employee of ITC^DELTACOM not possessing identification issued by ITC^DELTACOM. ITC^DELTACOM shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises. ITC^DELTACOM shall be solely responsible for ensuring that any Guest of ITC^DELTACOM is in compliance with all subsections of this Section 11.

~~11.1.1 ITC^DELTACOM will be required, at its own expense, to conduct a statewide investigation of criminal history records for each ITC^DELTACOM employee being considered for work on the BellSouth Central Office, for the states/counties where the ITC^DELTACOM employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.~~

11.1.2 ITC^DELTACOM will be required to administer to their personnel assigned to the BellSouth Central Office security training either provided by BellSouth, or meeting criteria defined by BellSouth.

~~11.1.3 ITC^DELTACOM shall not assign to the BellSouth Central Office any personnel with records of felony criminal convictions. ITC^DELTACOM shall not assign to the BellSouth Central Office any personnel with records of misdemeanor convictions, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any ITC^DELTACOM personnel who have been identified to have misdemeanor criminal convictions.~~

11.1.4 For each ITC^DELTACOM employee requiring access to a BellSouth Central Office pursuant to this agreement, ITC^DELTACOM shall furnish BellSouth, prior to an employee gaining such access, a notarized affidavit certifying that the ~~aforementioned background check and security training were~~ was completed. The affidavit will contain a statement certifying ~~no felony convictions were found and certifying~~ that the security training was completed by the employee. ~~If the employee's criminal history includes misdemeanor convictions, ITC^DELTACOM will disclose the nature of the convictions to BellSouth at that time.~~

11.1.5 At BellSouth's request, ITC^DELTACOM shall promptly remove from the BellSouth's premises any employee of ITC^DELTACOM BellSouth does not wish to grant access to its premises pursuant to any investigation conducted by BellSouth.

11.2 Notification to BellSouth. ~~BST reserves the right to interview ITC^DELTACOM's employees, agents, or contractors in the event of wrongdoing.~~ ITC^DeltaCom and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving ITC^DELTACOM's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill ITC^DELTACOM for all costs associated with investigations involving its employees, agents, or contractors if it is established that ITC^DELTACOM's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill ITC^DELTACOM for BellSouth property which is stolen or damaged where an investigation determines the culpability of ITC^DELTACOM's employees, agents, or contractors. ITC^DELTACOM shall notify BellSouth in writing immediately in the event that ITC^DeltaCom discovers one of its employees already working on the BellSouth premises is a possible security risk. BellSouth reserves the right to permanently remove from its premises any employee of ITC^DELTACOM identified as posing a security risk to BellSouth or any other CLEC, or having violated BellSouth policies set forth in the BellSouth CLEC Security Training. ITC^DELTACOM shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth premises.

11.3 Use of BellSouth Supplies by ITC^DELTACOM Employees. Use of any BellSouth supplies by a ITC^DELTACOM employee, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be considered theft and will be handled accordingly. Costs associated with such unauthorized use of BellSouth property may be charged to ITC^DELTACOM as may be all associated investigative costs. At BellSouth's request, ITC^DELTACOM shall promptly and permanently remove from BellSouth's Central Office any employee of ITC^DELTACOM found to be in violation of this rule.

11.4 Use of Official Lines by ITC^DELTACOM Employees. Except for local calls necessary in the performance of their work, ITC^DELTACOM employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a ITC^DELTACOM's employees may be charged to ITC^DELTACOM as may be all associated investigative costs. At BellSouth's request, ITC^DELTACOM shall promptly and permanently remove from BellSouth's premises any employee of ITC^DELTACOM found to be in violation of this rule.

11.5 Accountability. Full compliance with the Security requirements of this section shall in no way limit the accountability of any CLEC for the improper actions of its employees.

## **12. DESTRUCTION OF COLLOCATION SPACE.**

12.1 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 ITC^DeltaCom's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Agreement, and if either party shall so elect, by giving the other written notice of termination, both parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for ITC^DeltaCom'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 ITC^DeltaCom, 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. ITC^DeltaCom 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 ITC^DeltaCom's acceleration of the project increases the cost of the project, then those additional charges will be incurred by ITC^DeltaCom. Where allowed and where practical, ITC^DeltaCom may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, ITC^DeltaCom shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for ITC^DeltaCom's permitted use, until such Collocation Space is fully repaired and restored and ITC^DeltaCom's equipment installed therein (but in no event later than thirty (30) days after the Collocation Space is fully repaired and restored).

## **13. EMINENT DOMAIN**

13.1 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 as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space shall be taken under eminent domain, BellSouth and ITC^DeltaCom shall each have the right to terminate this Agreement and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking.

## **14. NONEXCLUSIVITY**

14.1 ITC^DELTACom 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.



**15. NOTICES**

15.1 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 ITC^DeltaCom or BellSouth in writing and shall be given by hand delivery, or by certified or registered mail, and addressed to the parties as follows:

To BellSouth:

To ITC^DeltaCom:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTN: \_\_\_\_\_

ATTN: \_\_\_\_\_

15.2 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.

**16. Indemnity/Limitation of Liability**

16.1 ITC^DeltaCom shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of ITC^DeltaCom, its agents or employees pursuant to, or in furtherance of, rights granted under this Agreement. ITC^DeltaCom shall indemnify and hold BellSouth harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by ITC^DeltaCom, its agents or employees. Likewise, BellSouth shall be liable for any damage to property, equipment or facilities or injury to person caused by the activities of BellSouth, its agents or employees pursuant to, or in furtherance of, providing the Collocation Space(s) under this Agreement. BellSouth shall indemnify and hold ITC^DeltaCom harmless from and against any judgments, fees, costs or other expenses resulting or claimed to result from such activities by BellSouth, its agents or employees.

16.2 Except as may arise from the gross negligence or willful misconduct of BellSouth, its agents and employees, BellSouth shall not be liable to ITC^DeltaCom for any interruption of ITC^DeltaCom's service or for interference with the operation of ITC^DeltaCom's communications facilities, or for any special, indirect, incidental or consequential damages arising in any manner out of ITC^DeltaCom's use of the Collocation Space(s).

**17. PUBLICITY**

17.1 ITC^DELTACom agrees to submit to BellSouth all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement or mentioning or implying the tradenames, logos, trademarks or service marks (hereinafter "Marks") of BellSouth

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

## **18. FORCE MAJEURE**

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

## **19. YEAR 2000 COMPLIANCE**

19.1 Each party warrants that it has implemented a program the goal of which is to ensure that all collocated equipment, software, hardware and related materials (collectively called "Systems") delivered, connected with BellSouth or supplied in the furtherance of the terms and conditions specified in this Agreement: (i) will record, store, process and display calendar dates falling on or after January 1, 2000, in the same manner, and with the same functionality as such software records, stores, processes and calendar dates falling on or before December 31, 1999; and (ii) shall include without limitation date data century recognition, calculations that accommodate same century and multicentury formulas and date values, and date data interface values that reflect the century.

## **20. ASSIGNMENT**

20.1 ITC^DELTACOM acknowledges that this Agreement does not convey any right, title or interest in the Central Office to ITC^DELTACOM. This Agreement is not assignable by either party without the prior written consent of the other party, and any attempt to assign any of the rights, duties or obligations of this Agreement without such consent is void. Notwithstanding the foregoing, either party may assign any rights, duties or obligations of this Agreement to a parent, subsidiary or affiliate without the consent of the other party.

## **21. NO IMPLIED WAIVER**

21.1 No consent or waiver by either party to or of any breach of any covenant, term, condition, provision or duty of the other party under this Agreement shall be construed as a consent to or waiver of any other breach of the same or any other covenant, term, condition, provision or duty. No such consent or waiver shall be valid unless in writing and signed by the party granting such consent or waiver.

**22. RESOLUTION OF DISPUTES**

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

**23. SECTION HEADINGS**

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

**24. AUTHORITY**

24.1 Each of the parties hereto warrants to the other that the person or persons executing this Agreement on behalf of such party has the full right, power and authority to enter into and execute this Agreement on such party's behalf and that no consent from any other person or entity is required as a condition precedent to the legal effect of this Agreement.

**25. REVIEW OF AGREEMENT**

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

**26. FILING OF AGREEMENT**

26.1 Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of section 252 of the Act. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, said costs shall be borne by ITC^DELTACOM.

**27. ENTIRE AGREEMENT**

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

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

BELLSOUTH TELECOMMUNICATIONS, INC

ITC^DELTACOM COMMUNICATIONS, INC.

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Jerry Hendrix\_\_\_\_\_  
Print or Type Name\_\_\_\_\_  
Print or Type Name\_\_\_\_\_  
Senior Director\_\_\_\_\_  
Title\_\_\_\_\_  
Title\_\_\_\_\_  
Date\_\_\_\_\_  
Date

## Schedule of Rates and Charges

**Schedule of Rates and Charges (cont.)**

## **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:**  
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**State:**  
**Date of Bona Fide Firm Order:**



## **Attachment 5**

### **Access to Numbers and Number Portability**

## ACCESS TO NUMBERS and NUMBER PORTABILITY

### 1.0 Non-Discriminatory Access to Telephone Numbers

Nothing in this Agreement shall be construed to limit or otherwise adversely affect in any manner either Party's right to employ, or to request and be assigned, any Central Office (NXX) Codes pursuant to the Central Office Code Assignment Guidelines, as may be amended from time to time, or to establish by Tariff or otherwise, Rate Center and Rating Points corresponding to such NXX Codes. BellSouth will provide number portability to ITC^DeltaCom and their customers with minimum impairment of functionality, quality, reliability and convenience.

1.1 During the term of this Agreement, the Parties shall contact Lockheed Martin for the assignment of numbering resources. In order to be assigned a Central Office Code, the Parties 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).

1.2 It shall be the responsibility of each Party to program and update its own switches and network systems in accordance with the Local Exchange Routing Guide ("LERG") in order to recognize and route traffic to the other Party's assigned NXX Codes at all times.

### 2.0 Local Number Portability

2.1 The Parties shall provide Local Number Portability ("LNP") on a reciprocal basis to each other to the extent technically feasible, and in accordance with the applicable rules and regulations as prescribed from time to time by the FCC and/or the Commission.

### 2.2 Local Number Portability

2.2.1 Deployment of LNP. LNP allows End Users to keep their existing Telephone Line Numbers ("TLNs") when switching LECs. The Parties shall implement and deploy the Location Routing Number ("LRN") solution for permanent LNP in accordance with orders, rulings and policies regarding LNP issued by the North American Numbering Committee ("NANC"), the FCC and applicable state commissions, including without limitation, the FCC prescribed permanent LNP geographic deployment schedules.

2.2.2 Description of LNP. LNP uses the industry standard LRN that assigns a unique 10-digit number to each Wire Center. To support LNP, LRN data is stored, and LNP is provisioned on Advanced Intelligent Network ("AIN") elements that replace the dialed TLN with the LRN so that LNP calls can be routed to the proper Wire Center for connection to the dialed party. To obtain the LRN data and properly provision LNP services, carriers must be connected to independently

operated Regional Number Portability Administration Centers ("NPACs") which will manage LNP services and provide LNP call routing data to carriers.

- 2.2.3 Once LNP is implemented, either Party will withdraw its Interim Number Portability ("INP") offerings, subject to (i) provision of reasonable advance notice to the other Party; and (ii) coordination to allow the seamless and transparent conversion of INP customers to LNP. Once 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 INP offerings. The transition from existing INP arrangements to LNP shall occur within 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.
- 2.2.4 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.
- 2.2.5 Charges. The Parties agree to compensate each other for providing LNP in accordance with pertinent rules, orders and charges adopted or approved by the FCC, and effective Tariffs filed in accordance with such FCC requirements. Such charges shall be itemized and clearly designated as "LNP charges."

### 2.3. Interim Number Portability

#### 2.3.1 Service Provider Number Portability

2.3.1.1 Definition. Until an industry-wide permanent solution can be achieved, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to ITC^DeltaCom, 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.

2.3.1.2 Methods of Providing Number Portability. SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of ITC^DeltaCom. 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 ITC^DeltaCom switch that serves the subscriber. SS7 Signaling is required for the provision of either of these services.

- 2.3.2 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 Attachment 11 hereto, incorporated herein by this reference. SPNP is available only for basic local exchange service.
- 2.4 SPNP is available only where ITC^DeltaCom 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 ITC^DeltaCom 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.
- 2.4.1 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 ITC^DeltaCom or BellSouth, as appropriate. The forwarding company will provide identification of the originating telephone number, via SS7 signaling, to the receiving Party. Identification of the originating telephone number to the SPNP-RCF end user cannot be guaranteed, however. SPNP-RCF provides a single call path for the forwarding of no more than one simultaneous call to the receiving Party's specified forwarded-to number. Additional call paths for the forwarding of multiple simultaneous calls are available on a per path basis at separate rates in addition to the rates for SPNP-RCF.
- 2.4.2 SPNP-DID service, as contemplated by this Agreement, provides trunk ide 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 Attachment 11 hereto. 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.

2.4.3 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 ITC^DeltaCom 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. ITC^DeltaCom usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

2.4.4 Each company shall be responsible for obtaining authorization from the end user for the handling of the disconnection of the end user's service, the provision of new local service and the provision of SPNP services. Each company shall be responsible for coordinating the provision of service with the other to assure that its switch is capable of accepting SPNP ported traffic. Each company shall be responsible for providing equipment and facilities that are compatible with the other's service parameters, interfaces, equipment and facilities and shall be required to provide sufficient terminating facilities and services at the terminating end of an SPNP call to adequately handle all traffic to that location and shall be solely responsible to ensure that its facilities, equipment and services do not interfere with or impair any facility, equipment, or service of the other company or any of its end users. In the event that either company determines in its reasonable judgment that the other company will likely impair or is impairing, or interfering with any equipment, facility or service or any of its end users, that company may either refuse to provide SPNP service or may terminate SPNP service to the other Party after providing appropriate notice.

2.4.5 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.

2.4.6 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.

2.4.7 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.

2.4.8 For terminating IXC traffic ported to either Party which requires use of either Party's tandem switching, the tandem provider will bill the IXC tandem switching and its portion of the transport, and the other Party will bill the IXC local switching, the carrier common line, the interconnection charge, and its 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, keep the, tandem switching and its portion of transport, and remit the local switching, the interconnection charge, the other Party's portion of transport at the tandem provider's rate, CCL revenues to the other Party. If an intraLATA toll call is delivered, the delivering Party will pay terminating access rates to the other Party. This subsection does not apply in cases where SPNP-DID is utilized for number portability.

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

2.4.10 Charges for INP shall be as specified in Attachment 11, provided that interim rates will be replaced or trued-up in accordance with regulatory requirements.

## 2.5 INP Requirements

2.5.1 Either Party will exchange with the other SS7 TCAP messages as required for the implementation of Customer Local Area Signaling Services (CLASS) or other features available.

2.5.2 Either Party shall notify the other of any technical or capacity limitations that would prevent use of a requested INP implementation in a particular End Office or Wire Center.

2.5.3 Either Party shall pass all Calling Party Number ("CPN") or Automatic Number Identification ("ANI") information to and from the ported number, whenever technically feasible.

2.5.4 BellSouth and ITC^DeltaCom shall cooperate in resolving all service calls involving the other Party's service, to avoid unnecessary service outages.

2.6 LNP Cutover Procedures- BellSouth shall confirm with ITC^DeltaCom that every single port on the disconnect order is worked at one time such that the End User will be able to receive calls from within that Central Office.

2.6.1 For an LNP Coordinated Cutover Environment (where the Loop is being purchased by ITC^DeltaCom as an unbundled Network Element at the time of LNP implementation), BellSouth shall exercise best efforts to update switch translations where necessary as close to the requested time as possible, not to exceed fifteen (15) minutes after the physical cutover is completed.

2.6.2 For an LNP Non-Coordinated Cutover Environment (where the Loop is supplied by ITC^DeltaCom) BellSouth shall schedule a mechanized update of switched translations at the ITC^DeltaCom requested cutover time (frame due time). BellSouth shall provide an operations contact whom ITC^DeltaCom can reach in the event manual intervention is needed to complete the cutover. In the event of manual intervention, completion will be negotiated by the Parties.

2.6.3 Notwithstanding any other provisions hereof, all installations/cutovers of LNP shall be performed in accordance with the requirements of Attachments 2 and 10 to the Agreement.

2.7 Number Portability Through NXX Migration

2.7.1 Where either Party has activated an entire NXX for a single End User, or activated 25% or more of the numbers available in an NXX for a single End User with the remaining numbers in that NXX either reserved for future use or otherwise unused, if such End User chooses to receive service from the other Party, the other Party shall cooperate with the second Party to have the entire NXX reassigned in the Local Exchange Routing Guide ("LERG") (and associated industry databases, routing tables, etc.) to an End Office operated by the second Party. Such transfer will be accomplished with appropriate coordination between the Parties and subject to appropriate industry lead-times for movements of NXX's from one switch to another.



## **Attachment 6**

### **Ordering and Provisioning**

## ORDERING AND PROVISIONING

### 1. Ordering and Provisioning

- 1.1 BellSouth shall provide ordering and provisioning services to ITC^DeltaCom that are equal to the ordering and provisioning services BellSouth provides to itself, any affiliates or subsidiaries or any other CLEC where technically feasible and shall provide reasonable assistance to ITC^DeltaCom as necessary for ITC^DeltaCom to understand how to implement and use all of the OSS functions available to it. On an ongoing basis, BellSouth shall provide ITC^DeltaCom personnel with complete information, assistance and training as necessary to provide ITC^DeltaCom with nondiscriminatory access to BellSouth's OSS. BellSouth shall provide ITC^DeltaCom with nondiscriminatory access to its Operations Support Systems ("OSS") as necessary to access pre-ordering information, place orders, and obtain maintenance and repair, of both Resale Services and Unbundled Network Elements ("UNEs"). 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. Any revisions or changes to such guidelines shall be provided to ITC^DeltaCom via email or other mutually agreed upon means with a minimum forty-five (45) days advance notice.
- 1.2 Upon request of ITC^DeltaCom for electronic access to the pre-ordering, ordering/provisioning, maintenance/repair and billing functions described herein, BellSouth shall make available to ITC^DeltaCom the following interfaces, without limitation: (i) an electronic interface utilizing the Electronic Data Interchange ("EDI") protocol, consistent with the most recent industry standards for such systems established by the Ordering and Billing Forum ("OBF") and the Alliance for Telecommunications Industry Solutions ("ATIS"); (ii) BellSouth-designed machine-to-machine interfaces such as the Local Exchange Navigation System ("LENS"), and Telecommunications Access Gateway ("TAG"); (iii) facsimile-based and e-mail-based interfaces; (iv) BellSouth's Trouble Analysis and Facilitation Interface ("TAFI"), T I /M I machine-to-machine interface, and Electronic Communication Trouble Administration ("ECTA") interface for maintenance and repair; (v) a combination thereof; or (vi) any other mutually agreeable method. Each such interface shall be made available to support the ordering of both Resale services and UNEs, and shall be upgraded as necessary to ensure that ITC^DeltaCom is provided access to OSS functions at parity to that provided by BellSouth to itself, its Affiliates or any other Telecommunications Carrier.
- 1.3 Access shall be offered immediately for pre-ordering capability integrated with ordering capability, and for associated maintenance/repair and billing functions. Any such interface shall remain consistent with ATIS, Telecommunications Industry Forum ("TIF"), and the most current industry guideline(s). Notwithstanding the forgoing, in the event that an industry standard interface is developed by the appropriate industry forum

or regulatory agency, and is generally accepted for implementation by the industry, BellSouth shall implement such interface and make it available to ITC^DeltaCom on a timely basis.

- 1.4 When BellSouth is unable to test and implement OSS interfaces for multiple Telecommunications Carriers simultaneously, BellSouth shall engage in such testing and implementation on a "first come-first served" basis.
- 1.5 ITC^DeltaCom may utilize BellSouth electronic interfaces for the purpose of establishing and maintaining Resale services, UNEs, and future uses as they are made available by BellSouth.
- 1.6 When utilizing such OSS functions, ITC^DeltaCom shall at all times adhere to all FCC requirements relating to confidentiality of End-Users' Customer Proprietary Network Information ("CPNI") and in accordance with the terms of the Blanket Letter of Authorization provided to BellSouth.
- 1.7 BellSouth and ITC^DeltaCom shall jointly establish interface contingency and disaster recovery plans for the pre-order, ordering, provisioning, repair and maintenance of Resale Services and UNEs.
- 1.8 The electronic interfaces described herein shall be utilized for, but not limited to, transferring and receiving orders, Firm Order Confirmations ("FOCs"), completion notices, other electronic error notices, and service jeopardies.
- 1.9 Industry standards bodies and forums (OBF and ECIC) regularly produce updates and new releases to specifications and documentation related to electronic access to OSS functions. Except as otherwise specified in the Agreement, the Parties agree that systems utilized for access to OSS shall be compliant with the most current policies and guidelines.
  - 1.9.1 Neither Party waives its right to participate in, or advocate any position in connection with deliberations of OBF, ATIS-TIF or other industry standards organizations to establish and conform standards for electronic interfaces for pre-ordering, ordering, provisioning, and maintenance and repair. ITC^DeltaCom and BellSouth shall be individually responsible for evaluating the risk of developing their respective systems in advance of standards and shall support their own system modifications as necessary to comply with new requirements.
- 1.10 In areas where BellSouth does not provide an electronic interface for the pre-order and ordering processes, BellSouth and ITC^DeltaCom shall develop manual work around processes until such time as the transactions can be electronically transmitted. ITC^DeltaCom shall transmit pre-order, ordering and provisioning requests to the Local

Carrier Service Center ("LCSC") via facsimile where electronic interfaces are not available or are not functioning.

- 1.11 BellSouth shall provide ITC^DeltaCom personnel with all relevant manuals or other publications, information concerning ordering codes and field identifiers, and information concerning other business rules or practices necessary to ensure nondiscriminatory access to OSS, including all updates, on a timely basis via an electronic means as mutually agreed by the Parties.
- 1.12 BellSouth shall deploy the necessary systems and personnel to provide sufficient access to each of the necessary OSS functions.
- 1.13 BellSouth shall provide ITC^DeltaCom with the technical specifications necessary to instruct ITC^DeltaCom on how to modify or design its systems in a manner that shall enable it to communicate with BellSouth's legacy systems and any interfaces utilized by BellSouth for such access.
- 1.14 BellSouth shall provide ITC^DeltaCom with all of the information necessary to format and process its electronic requests so that these requests flow through the interfaces, the transmission links, and into the legacy systems as quickly and efficiently as possible.
- 1.15 BellSouth shall disclose to ITC^DeltaCom any 'business rules,' including information concerning the ordering codes, that BellSouth uses which ITC^DeltaCom needs to place orders through the system efficiently via an electronic method as mutually agreed upon by the Parties. Such ordering codes include universal service ordering codes ("USOCs") and field identifiers ("FIDs") used to identify the different services and features used in offering Telecommunications Services to Customers via an electronic method. BellSouth shall provide, without limitation, each of the following types of information upon request of ITC^DeltaCom in a downloadable format:
  - 1.15.1 USOC Code. Alphanumeric code that is utilized to provision BellSouth products and services;
  - 1.15.2 USOC Description . English description of each USOC Code;
  - 1.15.3 State Code. State where the USOC is available;
  - 1.15.4 Service Type Indicator. Designates whether the USOC is available at the order level;
  - 1.15.5 Line Indicator. Designates whether the USOC is available at the line level;

- 1.15.6 Feature Charge Code. Designates whether the USOC is available at the feature level;
  - 1.15.7 Resellable Code. Designates whether the USOC is available for resale;
  - 1.15.8 Bus/Res Indicator. Designates whether the USOC is available for Business or Residential;
  - 1.15.9 MRC. Designates appropriate Monthly Recurring Charges for the USOC;
  - 1.15.10 NRC. Designates appropriate Non-Recurring Charges for the USOC;
  - 1.15.11 FIDs. A list of all valid FIDs (File Identifiers) associated with the USOC; and
  - 1.15.12 TERMS. Designates whether there are any contracts associated with the USOC.
- 1.16 BellSouth shall ensure that its OSS are designed to accommodate both current demand and projected demand of ITC^DeltaCom and other CLECs in the aggregate for access to OSS functions.
- 1.17 For those OSS functions, if any, that have no retail analogue, BellSouth shall provide access to ITC^DeltaCom that offers ITC^DeltaCom a meaningful opportunity to compete. In such circumstances, the specific performance standards and measurements of performance of particular OSS functions specified in Attachment 10 shall apply.
- 1.18 BellSouth shall provide OSS functions necessary to order both individual UNEs and combinations of Network Elements as set forth in Attachment 2.
- 1.19 BellSouth OSS functions for ordering and provisioning shall be able to handle reasonable fluctuations in service orders by competing carriers as well as reasonably foreseeable general increases in ordering volumes.
- 1.20 The Resale and Facilities Based Guides, and associated training and carrier consultation, shall support both Resale services and UNEs.
- 1.21 BellSouth shall provide ITC^DeltaCom notification of disconnects/winbacks on a daily basis via electronic means. In any case, BellSouth shall provide notice of a disconnect/winback within 24 hours of such disconnect.



## 2.0 Change Management

2.1 BellSouth reserves the right to modify or discontinue the use of any system or interface, provided that:

2.1.1 BellSouth shall maintain both the current and one previous release of any such modified or discontinued interconnection and OSS process.

2.2 With respect to any modification or discontinuation that materially affects ITC^DeltaCom's use of such interface, BellSouth shall provide ITC^DeltaCom with ninety (90) days advance notice of such modification or discontinuation consistent with applicable state and FCC requirements. If such discontinuation places undue hardship on ITC^DeltaCom, the Parties shall work cooperatively to develop a work around solution.

## 3.0 Pre-Ordering Interfaces and Functions

3.1 Definition. Pre-ordering is defined as the exchange of information between ITC^DeltaCom and BellSouth relating to current or proposed products, services or UNEs utilized by End Users. Pre-ordering includes the activities undertaken by ITC^DeltaCom to gather and verify information necessary to formulate an accurate order for End Users. As provided hereafter, pre-ordering functions include, without limitation: telephone number selection; street address validation; services and features availability; due date selection; and Customer Service Record ("CSR") information. BellSouth shall provide OSS to ITC^DeltaCom necessary to access such pre-order functions that is at parity with that provided by BellSouth to itself, its Affiliates, or any other Telecommunications Carrier.

3.2 Interfaces. BellSouth shall make available the following interfaces to ITC^DeltaCom for access to pre-order functions: LENS and TAG (as provided in Section 1.2 above). Each such interface shall be available in connection with both Resale services and UNEs.

3.3 The Parties acknowledge that ordering requirements necessitate the use of current, real time pre-order information to accurately build service orders. Each pre-order interface shall be available twenty-four (24) hours a day, seven (7) days a week, less reasonable periods required for regular maintenance and scheduled down-time. BellSouth shall use its best efforts to perform maintenance and schedule down-time during evening hours and on weekends.

3.4 Preordering Functions. Pre-ordering functions for Resale Services and UNEs shall include, but not be limited to:

3.4.1 Obtain End User information, including, but not limited to, customer name, billing address and residence or business address, billing telephone numbers, billed

telephone numbers, features and services available in the End Office where the End User is provisioned and directory listing and delivery information; (BellSouth agrees to provide accurate customer service record information that is updated on a daily basis. When a customer selects ITC^DeltaCom as its primary local carrier, BellSouth will, within 8 hours prior to the conversion date, update the customer service record to include E911 address information, adds, deletes, moves and changes to lines and features (such as hunting sequences).

- 3.4.2 Identify prices for all features and services to which the End User subscribes where required by Commission order.
- 3.4.3 BellSouth shall, at ITC^DeltaCom's option, electronically assign a telephone number (if the End User does not have one assigned) with the End User on-line. Reservation and aging of these numbers shall remain BellSouth's responsibility. For "vanity" numbers, BellSouth shall provide a manual process until an electronic capability becomes available. Each such process shall permit reservation of a number, including, without limitation, a vanity number, for up to thirty (30) days for both consumer and business services;
- 3.4.4 Provide service availability dates (i.e., actual due dates);
- 3.4.5 Provide information regarding the dispatch/installation schedule, if applicable;
- 3.4.6 Provide PIC options for intraLATA toll and interLATA toll;
- 3.4.7 Perform address verification;
- 3.4.8 Channel Facility Assignment ("CFA"), Network Channel ("NC"), and Network Channel Interface ("NCI") data.

#### **4.0 Ordering/Provisioning Interfaces and Functions**

- 4.1 BellSouth shall utilize best efforts to continually develop and deploy an integrated pre-ordering and ordering interface capable of supporting fully electronic ordering of all Resale Services and UNEs. Such interface shall be made available to ITC^DeltaCom no later than it is made available to BellSouth itself, its Affiliates, or any other Telecommunications Carrier. Such interface shall support the transmission of industry-standard Resale and UNE service order requests in formats defined by the OBF and EDI mapping as defined by TIF.
- 4.2 For generation of Resale service orders, ordering flows shall be available via such electronic interfaces for each of the following ordering functions: Conversion ("as is" or



"with changes"); Change (features, listings, long distance, etc); New Connect; Disconnect; From and To (change of premises with same service).

4.2.1 BellSouth shall accept any requests from ITC^DeltaCom to disconnect the service of an existing ITC^DeltaCom end user. BellSouth will not require end user confirmation prior to disconnecting the end user's service. If ITC^DeltaCom rescinds such disconnect order or issues a reconnect order within 24 hours of submission of the disconnect order, BellSouth shall use best efforts to reconnect service within 24 hours and in no event later than 48 hours.

4.3 BellSouth shall provide ITC^DeltaCom with an FOC for each Resale and UNE order. The FOC includes, but is not limited to: purchase order number, telephone number, Local Service Request Number, the due date and Service Order number and contains data as defined by the OBF.

4.4 BellSouth shall provision Resale Services and UNEs as prescribed in ITC^DeltaCom's service order requests. Access to status on such electronic orders of Resale services and UNEs shall be provided via the electronic interfaces utilized by ITC^DeltaCom. Status on manual orders shall be provided as mutually agreed by the Parties.

4.5 Order Status shall allow ITC^DeltaCom to check service order status, including Due Dates and Customer and Facility Due Date-Jeopardies.

4.6 BellSouth shall provide notice of a lack of facilities availability at parity (in terms of means and timing) to that BellSouth provides to itself, its Affiliates, or any other Telecommunications Carrier.

#### 4.7 Flow Through

4.7.1 "Flow Through" is defined as an end-to-end pre-ordering and ordering process, (including legacy BellSouth applications) without manual intervention. Specifically, Flowthrough, includes electronic reporting of order status, electronic reporting of errors and electronic notification of critical events such as "jeopardy notification" and rescheduled due dates. BellSouth shall provide Flow Through of electronic processes in a manner consistent with industry standards and, at a minimum, at a level of quality equivalent to itself or to any CLEC with comparable systems.

4.7.2 In all cases, BellSouth shall provide parity of application functionality and not simply "access" to BellSouth systems. Capability shall be provided to process large orders, UNE orders, and complex orders in a manner at parity to that afforded by BellSouth to itself, its Affiliates, or any other Telecommunications Carrier.

#### 4.8 General Ordering/Provisioning Requirements

- 4.8.1 BellSouth shall provide a single point of contact ("SPOC") for the provisioning of Resale Services (LCSC) and provisioning of UNEs (UNE center) ordered by ITC^DeltaCom. Pre-ordering and ordering shall be available via an electronic interface seven (7) days a week, 24 hours a day less reasonable periods for maintenance and scheduled downtime. Provisioning services (LCSC and UNE Center) shall be provided during the following normal hours of operation:

Monday - Friday: 6:00 a.m. to 9:00 p.m. (excluding holidays)  
(Resale/UNE non-coordinated, coordinated orders and order coordinated - Time Specific).

Saturday: 8:00 a.m. - 5:00 p.m. - (excluding holidays)  
(Resale/UNE non-coordinated orders)

All other ITC^DeltaCom requests for provision and installation services are considered outside of the normal hours of operation and may be performed subject to the application of extraordinary billing charges as specified hereafter. If ITC^DeltaCom requests such provisioning services outside of normal hours of operation, BellSouth shall quote within three (3) Business Days of the request, a TELRIC cost-based rate for such services. If ITC^DeltaCom accepts BellSouth's quote, BellSouth shall provide the requested services.

- 4.8.2 BellSouth shall also provide to ITC^DeltaCom a toll-free telephone number for issues related to the electronic system interfaces (operational from 8:00 a.m. to 8:00 p.m., Monday through Friday), which shall be answered by capable staff trained to answer questions and resolve problems in connection with the electronic interface associated with the provisioning of Resale services and unbundled Network Elements.

- 4.8.3 BellSouth shall provide the following to ITC^DeltaCom:

4.8.3.1 Circuit Layout Record Card and Design Layout Records ("DLRs") for designed unbundled Network Elements;

4.8.3.2 Upon request of ITC^DeltaCom, advance information on the details and requirements for planning and implementation of NPA splits.

4.8.3.3 A subset of the Street Address Guide ("SAG"), as determined by ITC^DeltaCom, transmitted electronically on a daily basis, which includes street addresses and the associated serving switches, enabling ITC^DeltaCom to map a customer address to a specific serving switch.

- 4.8.3.4 BellSouth shall provide MSAG and subsequent updates to ITC^DeltaCom electronically. Updates shall be provided on a daily basis.
- 4.8.4 BellSouth and ITC^DeltaCom shall work cooperatively to develop methods and procedures between BellSouth's LCSC and ITC^DeltaCom's corresponding Work Center(s) regarding common systems and work center interfaces.
- 4.8.5 BellSouth and ITC^DeltaCom shall establish mutually acceptable methods and procedures at no charge to the other for handling all misdirected calls from ITC^DeltaCom End Users. All misdirected calls to BellSouth from ITC^DeltaCom End Users shall be given a recording (or a live statement) directing them to call an ITC^DeltaCom designated 800 number. ITC^DeltaCom, on a reciprocal basis, shall refer all misdirected calls that ITC^DeltaCom receives from BellSouth End Users to a BellSouth-designated number.
- 4.8.6 BellSouth shall provide order format specifications to ITC^DeltaCom for all available services, features, and functions and for ancillary data that is necessary to provision these services. Business Rules and EDI Mapping for format and data requirements shall be consistent with industry guidelines and standards.
- 4.8.7 BellSouth shall provide ITC^DeltaCom with provisioning intervals for all resale orders, unbundled Network Elements, and UNE combinations as set forth in Attachment 10.
- 4.8.8 BellSouth shall not initiate disconnection or service rearrangements of any ITC^DeltaCom End User for UNEs or Combinations, unless so directed by ITC^DeltaCom. In those instances where any ITC^DeltaCom local service customer changes its local service provider to another LEC or BellSouth, BellSouth shall provide sufficient notification to enable ITC^DeltaCom to issue disconnect orders for the leased facilities in advance via EDI or facsimile.
- 4.8.9 The Parties shall provide a generic intercept referral message that includes any new telephone number of an End User for the same period of time that the Party's provide such service to their end users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users. Each Party shall provide this referral service at no charge to the other Party.
- 4.8.10 BellSouth shall perform pre-testing as directed by ITC^DeltaCom for all test and turn up results in support of complex Resale services, UNEs or Combinations ordered by ITC^DeltaCom.

- 4.8.11 Any written "leave behind" materials that BellSouth technicians provide to ITC^DeltaCom End Users shall be non-branded materials that do not identify the work being performed as being by BellSouth. These materials shall include, without limitation, non-branded forms for the Customer and non-branded "not at home" cards.
- 4.8.12 If an ITC^DeltaCom End User requests a change of service at the time of installation, BellSouth technicians shall direct them to contact ITC^DeltaCom directly and provide a toll-free (8xx) number supplied by ITC^DeltaCom. When a BellSouth employee visits the premise of an ITC^DeltaCom End User, the BellSouth employee shall inform the Customer that he or she is there acting on behalf of ITC^DeltaCom.
- 4.8.13 BellSouth shall provide telephone and/or facsimile notification of any charges associated with any construction required for a given service, and obtain ITC^DeltaCom's approval prior to commencing construction under an ITC^DeltaCom order for such service or those charges shall be waived.
- 4.8.14 Each Party shall train and direct its employees who have contact with End Users of the other Party, including but not limited to those employees involved in the process of provisioning, maintenance or repair, not to disparage the other Party or its services in any way to the other Party's End Users. Nor shall either Party use these calls to End Users as a basis for internal referrals or to solicit customers to market services. Both Parties shall respond with accurate information in answering customer questions.
- 4.8.15 When ITC^DeltaCom places an LSR, ITC^DeltaCom shall specify a requested Due Date, and BellSouth shall assign a Due Date based on the applicable intervals. In the event ITC^DeltaCom's requested date is less than the standard interval, ITC^DeltaCom shall contact BellSouth by telephone and the Parties shall negotiate an expedited Due Date. This situation shall be considered an expedited order. BellSouth shall not complete the order prior to the Due Date unless authorized by ITC^DeltaCom. BellSouth shall promptly notify ITC^DeltaCom of any Due Date jeopardies prior to the scheduled conversion. BellSouth shall also promptly notify ITC^DeltaCom of the revised installation Due Date. If ITC^DeltaCom requests that an order be expedited, BellSouth shall notify ITC^DeltaCom of the status of the order within the expedited interval (i) by the end of the same Business Day when such expedite requests are made prior to noon; or (ii) by noon the following Business Day otherwise. If a BellSouth assigned due date is missed and is due to BellSouth, BellSouth will waive all associated non-recurring charges, including any expedite charges.
- 4.9.16 ITC^DeltaCom and BellSouth shall agree to escalation procedures and contacts for resolving issues related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution



provisions of this Agreement. BellSouth shall notify ITC^DeltaCom of any modifications to these contacts within ten business (10) days of any such modifications.

- 4.8.17 BellSouth shall transmit to ITC^DeltaCom a FOC or, in the alternative, notification of the lack of available facilities within time periods specified herein after BellSouth's receipt of a complete and correct order from ITC^DeltaCom, provided, however, that an order for complex services requiring a service inquiry shall be deemed received for these purposes only after completion of the service inquiry. The FOC shall contain ("Committed Due Date"), which due date shall, be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time. If ITC^DeltaCom uses EDI, or any other electronic interface for the submission of the order, the FOC or notification shall be posted by BellSouth in EDI or in the electronic interface used within 24 hours of receipt of the order. If ITC^DeltaCom does not use an electronic interface, or, an electronic interface is not available for the service or UNE being ordered, BellSouth shall transmit the FOC or notification by facsimile to a toll-free number provided by ITC^DeltaCom within 48 hours of BellSouth's receipt of the order. When ITC^DeltaCom submits, a complete and correct order for INP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the INP simultaneously.
- 4.8.18 BellSouth shall notify ITC^DeltaCom via electronic interface, of Rejections/Errors contained in any of the data element(s) fields contained on any ITC^DeltaCom Service Request. If the electronic interface is unavailable or malfunctioning, BellSouth shall notify ITC^DeltaCom by telephone, facsimile, or email as mutually agreed to by the Parties, of such Rejections and Errors.
- 4.8.19 ITC^DeltaCom shall specify on each order its Desired Due Date (DDD) for completion of that particular order. BellSouth shall not complete the order prior to DDD unless early turn-up is needed for testing purposes. BellSouth shall notify ITC^DeltaCom if the DDD cannot be met. BellSouth shall exercise best efforts to meet the DDD for Network Element requests.
- 4.8.20 When transferring the service of an End User from ITC^DeltaCom to BellSouth or another LEC, BellSouth shall waive all disconnect related non-recurring charges in those states where the state commission has ordered separate disconnect charges. In those states where no separate disconnect charge has been ordered, BellSouth will issue a credit to ITC^DeltaCom for the disconnect costs that have already been paid by ITC^DeltaCom as a bundled part of the initial NRC. Said credit shall be in the amount specified by BellSouth as disconnect costs in their filed cost studies. These waivers and credits shall apply on all disconnects due to end user change of LEC.

- 4.8.21 BellSouth shall reuse the serving facility for the retail or Resale service or UNE for the same Customer at the same location.
- 4.8.22 BellSouth shall provision UNEs with the same timeliness that the same or similar facilities are provisioned to BellSouth's Affiliates, or other Persons to whom BellSouth directly provides such facilities.
- 4.8.23 The UNE Combinations as set forth in Attachment 2 and any additional Combination provided hereunder by BellSouth pursuant to the Bona Fide Request process, pursuant to FCC or state order, or offered to any other telecommunications carrier, shall be identified and described by ITC^DeltaCom so that they can be ordered and provisioned as a Combination and shall not require the enumeration of each UNE within that Combination on each provisioning order.
- 4.8.24 When available, BellSouth shall provide ITC^DeltaCom with the ability to have BellSouth end offices AIN triggers initiated via a service order from ITC^DeltaCom.
- 4.8.25 ITC^DeltaCom may order from BellSouth multiple individual UNEs on a single order without the need for ITC^DeltaCom to send an order for each such UNE, if such UNEs are (i) for a single type of service, (ii) for a single location and (iii) for the same account.
- 4.8.26 BellSouth shall recognize ITC^DeltaCom as the Customer of Record for all UNEs ordered by ITC^DeltaCom and shall send all notices, invoices and pertinent Customer information directly to ITC^DeltaCom.
- 4.8.27 When requested by ITC^DeltaCom, BellSouth shall schedule installation appointments with BellSouth's representatives on the line with ITC^DeltaCom's representative until ITC^DeltaCom has access to BellSouth's scheduling system. BellSouth shall provide access to its scheduling system by the effective date of this agreement via an electronic interface as mutually agreed by the Parties.
- 4.8.28 Within two (2) hours of ITC^DeltaCom's request, BellSouth shall use its best efforts to perform cooperative testing with ITC^DeltaCom (including trouble shooting to isolate any problems) to test UNEs purchased by ITC^DeltaCom in order to identify any performance problems.

#### 4.9 UNE Conversions

- 4.9.1 BellSouth agrees to coordinate with ITC^DeltaCom at least forty-eight hours prior to the due date a scheduled conversion date and time.
- 4.9.2 Not less than one hour prior to the Scheduled Conversion Time, either Party may contact the other Party and designate a new Scheduled Conversion Time (the "New Conversion Time"). If BellSouth requests the New Conversion Time, the applicable Line Connection Charge shall be waived. If unusual or unexpected circumstances prolong or extend the time required to accomplish the coordinated cutover, the Party responsible for such circumstances is responsible for the reasonable labor charges of the other Party. Delays caused by the customer are the responsibility of ITC^DeltaCom.
- 4.9.3 At Central Offices where ITC^DeltaCom maintains Collocation arrangements, BellSouth shall test for ITC^DeltaCom dial-tone ("Dial Tone Test") on ITC^DeltaCom's Digital Loop Carrier system during a window not greater than forty-eight (48) hours but not less than eight (8) hours prior to the Scheduled Conversion Time (or New Conversion Time as applicable). BellSouth shall perform the Dial Tone Test on a time and materials basis at BellSouth's then current rates. BellSouth shall not perform any Dial Tone Test on any ITC^DeltaCom Physically Collocated Digital Loop Carrier system. The standard time expected from disconnection of a live exchange service to the connection of the unbundled element to the ITC^DeltaCom collocation arrangement is 15 minutes.
- 4.9.4 If ITC^DeltaCom requests or approves that a BellSouth technician perform services in excess of those necessary for the conversion of "live" Telephone Exchange Services to UNEs, BellSouth may charge ITC^DeltaCom for any additional reasonable labor charges to perform such services.
- 4.9.5 Notwithstanding any other provision hereof, the performance/intervals for installation of unbundled Loops should not exceed that experienced in serving BellSouth "win-back" accounts.

#### 5.0 Maintenance/Repair Interfaces and Functions

- 5.1 Electronic interfaces available to ITC^DeltaCom for maintenance, trouble reporting, and repair, include initiation of trouble tickets, updates/changes, status checking, escalation, scheduling maintenance appointments, and cancellation, for both Resale services and UNEs. Ongoing maintenance practices on unbundled loops shall equal the practices employed by BellSouth for facilities used to provide retail services. BellSouth will use its best efforts to ensure that the mean time to repair unbundled loops shall be equivalent to the mean time to repair reported by BellSouth for its retail customers. Upon request, ITC^DeltaCom may access these functions via the following methods:



- 5.2 BellSouth shall cooperate with ITC^DeltaCom through a joint implementation team to establish an Electronic Interface for gateway or automated access by ITC^DeltaCom to BellSouth's maintenance systems and databases in order to allow ITC^DeltaCom maintenance personnel and customer service representatives to perform the following functions for ITC^DeltaCom Customers: (i) enter a new customer trouble ticket into the BellSouth maintenance system for an ITC^DeltaCom Customer; (ii) retrieve and track current status on all ITC^DeltaCom Customer repair tickets; (iii) receive "estimated time to repair" ("ETTR") on a real-time basis; (iv) initiate a technician dispatch; (v) receive timely notification in the event a repair person is unable to be present for, or anticipates missing, a scheduled repair opportunity; (vi) retrieve all applicable time and material charges at the time of ticket closure (itemized by time spent, price of materials used, procedures employed, amounts incurred in each such category, and total by customer, per event); (vii) perform an electronic test at the time of ticket entry and provide test results to ITC^DeltaCom; and (viii) electronic notification when trouble is cleared.
- 5.3 If an electronic interface is not available, BellSouth agrees that ITC^DeltaCom may transmit repair calls to BellSouth's repair bureau and request dispatching a BellSouth technician to an ITC^DeltaCom customer's premises by telephone. In this interim process, the following standards shall apply:
- 5.3.1 BellSouth agrees to provide the status upon ITC^DeltaCom's request, in an expedient manner.
- 5.3.2 Upon request by ITC^DeltaCom, BellSouth agrees to provide the status on open maintenance trouble tickets proactively for ITC^DeltaCom's large business customers. Large business customers are defined as customers with more than 50 lines. On a nondiscriminatory basis as to other BellSouth customers, BellSouth agrees that ITC^DeltaCom's large business customers' trouble reports shall be given priority handling as is done with BellSouth's large business customers' trouble reports. This priority handling shall include immediate expedite and proactive escalation procedures. Guidelines for status and priority handling for large business customer shall be documented in the Workcenter Interface Agreement.
- 5.4 BellSouth agrees to advise ITC^DeltaCom of any central office failure or other major service interruptions that are known at the time of an inquiry or trouble report.
- 5.5 BellSouth agrees to provide, via electronic interface, an Estimated Time to Repair ("ETTR") on all trouble reports, an appointment time or a commitment time, as appropriate.
- 5.6 Prior to ITC^DeltaCom sending BellSouth the first service order, BellSouth shall insure that all BellSouth service technicians who provide repair service for ITC^DeltaCom are properly trained and that they follow such procedures in all their communications with ITC^DeltaCom customers. At a minimum, the aforementioned procedures shall assume

that: (1) BellSouth technicians shall provide repair service that is at least equal in quality to that provided to BellSouth customer or any other entity; (2) installation, maintenance and repair shall take place based on a prioritization schedule devised by mutual agreement of the parties; (3) Customers shall be restored to service and shall be installed based on the priority system devised by mutual agreement of the parties on a non-discriminatory basis; and (4) ITC^DeltaCom may prioritize installation and repair scheduling of its own customers through an escalation procedure.

- 5.7 When an electronic interface is not working or unavailable, ITC^DeltaCom shall transmit repair calls to the BellSouth repair bureau by telephone. In such event, the speed of answer time for ITC^DeltaCom shall be at least equal to that for BellSouth Customers.
- 5.8 The BellSouth repair bureau including the Electronic Interface to be established pursuant to the terms of this Attachment, shall be on-line and operational twenty-four (24) hours per day, seven (7) days per week except for scheduled electronic interface downtime.
- 5.9 Service centers shall be established by both Parties to handle service issues, escalations, resolution of billing issues and other administrative problems. Automated interfaces shall be provided into a centralized customer support systems database for access to services and features purchased from BellSouth.
- 5.10 The Parties agree to adopt a process for the efficient management of misdirected service calls.
- 5.11 BellSouth shall perform Mechanized Unbundled Loop Tests ("Quick Test") at the request of ITC^DeltaCom while ITC^DeltaCom is on line.
- 5.12 BellSouth shall close all trouble reports with ITC^DeltaCom, within 24 hours of resolution of the trouble. ITC^DeltaCom shall close all trouble reports with the End User. BellSouth's outside technicians shall clear troubles to the network interface and provide callback from the fault location to ITC^DeltaCom.
- 5.13 BellSouth shall not undertake any work at an End User's request for which ITC^DeltaCom would be charged without obtaining the prior approval of ITC^DeltaCom. This includes authorizations by ITC^DeltaCom if a dispatch is required to the customer premises as well as verification of actual work completed.
- 5.14 All Auto/Subscriber Line Tests ("ALT/SLT") tests performed on ITC^DeltaCom customers that result in a failure shall be reported to ITC^DeltaCom.
- 5.15 ITC^DeltaCom shall coordinate dispatches to the customer premise. This includes redispaches for customer not-at-home.

- 5.16 BellSouth shall respond to ITC^DeltaCom customer alarms consistent with how and when they respond to alarms for their own customers. BellSouth shall ensure that all applicable alarm systems that support ITC^DeltaCom customers are operational and the supporting databases are accurate so that equipment that is in alarm will be promptly identified.
- 5.17 BellSouth will use best efforts to notify ITC^DeltaCom, with the option to influence the decision of any scheduled maintenance activity performed by the local supplier that may be service affecting to ITC^DeltaCom local customers (i.e., cable throws, power tests, etc.).
- 5.18 The Parties agree to establish a special emergency escalation procedure for use in situations involving customer out-of-service situations.
- 5.19 In facility and power outage situations, BellSouth agrees to provide UNEs leased by ITC^DeltaCom the same priority for maintenance and restoral as similar elements used by BellSouth for itself or its Affiliates.

## **6.0 STANDARDS OF PERFORMANCE**

- 6.1 BellSouth shall provide to ITC^DeltaCom access to Unbundled Network Elements (i) in accordance with the Performance Standards and Measurements stated in Attachment 10 (including any Combinations, service levels and intervals that may be required by ITC^DeltaCom and agreed upon by the Parties pursuant to a Bona Fide Request) and (ii) as required by the applicable state Commission or the FCC.

## **Attachment 7**

### **Billing and Billing Accuracy Certification**

## BILLING AND BILLING ACCURACY CERTIFICATION

### 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 ITC^DeltaCom requests. BellSouth will bill and record in accordance with this agreement those charges ITC^DeltaCom incurs as a result of ITC^DeltaCom purchasing from BellSouth Network Elements, Combinations, and Local Services, as set forth in this agreement. BellSouth will format all bills in CBOS Standard or CLUB/EDI format, depending on the type of service ordered. BellSouth will bill all unbundled network elements and associated services purchased by ITC^DeltaCom with sufficient billing detail to enable ITC^DeltaCom to reasonably audit such charges. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the Open Billing Forum (OBF).
- 1.1.1 If ITC^DeltaCom requests multiple billing media or additional copies of bills BellSouth will provide these at a reasonable cost.
- 1.2 Master Account. If ITC^DeltaCom has not already done so, 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. Each Party shall maintain a Master Account under which the Other Party shall be billed for Services provided pursuant to the Agreement.
- 1.3 Payment Responsibility. Payment of all charges will be the responsibility of ITC^DeltaCom or BellSouth as applicable. ITC^DeltaCom and BellSouth shall make payment to each other for all services billed. Neither Party shall be responsible for payments not received by the other Party's customers. Neither Party shall become involved in billing disputes that may arise between the other Party and its customers. Payments made by either Party as payment on account shall be credited to an accounts receivable master account and not to an end user's account.



- 1.4 Payment Due. The payment shall be due by the next bill date (i.e., same date in the following month as the bill date) ("Payment Due Date") and is payable in immediately available funds. Payment is considered to have been made when received.
- 1.4.1 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 Section 1.7, below, shall apply.
- 1.5 Tax Exemption. Upon proof of tax exempt certification, the total amount billed shall not include any taxes due from the end user. The Retail Service provider shall be solely responsible for the computation, tracking, reporting and payment of all federal, state and/or local jurisdiction taxes associated with the services resold to the end user.
- 1.6 Miscellaneous. As the customer of record for resold services, ITC^DeltaCom shall 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 the billing party after the payment due date as set forth preceding, or if any portion of the payment is received in funds that are not immediately available to the billing party, then a late payment penalty shall be due to the billing party. 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 BellSouth's General Subscriber Service Tariff, Section B2 of BellSouth's Private Line Service Tariff or Section E2 of the Intrastate Access Tariff or the applicable ITC^DeltaCom tariff as appropriate.
- 1.8 Access Charges for Resold Services. 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 ITC^DeltaCom.
- 1.9 End User Common Line Charge for Resold Services. Pursuant to 47 CFR Section 51.617, BellSouth will bill ITC^DeltaCom end user common line charges identical to the end user common line charges BellSouth bills its

end users. BellSouth shall provide sufficient identifying information such that ITC^DeltaCom may audit BellSouth bills.

- 1.10 Discontinuing Service. The procedures for discontinuing service to ITC^DeltaCom or BellSouth are as follows:
  - 1.10.1 Each party reserves the right to suspend or terminate service for nonpayment in accordance with applicable state and federal regulations..
  - 1.10.2 If payment of account is not received by the bill day in the month after the original bill day, the billing Party may provide written notice to the other Party 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 the billing party may, at the same time, give thirty days notice to the person designated by the other party to receive notices of noncompliance, to discontinue the provision of existing services 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 the billing party does not discontinue the provision of the services involved on the date specified in the thirty days notice and the other Party's noncompliance continues, nothing contained herein shall preclude the billing party's right to discontinue the provision of the services 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, the billed party's services may be discontinued. Upon discontinuance of service on the billed party's account, service to the billed party's end users will be denied. The billing party will reestablish service at the request of the end user or the other Party upon payment of the appropriate connection fee and subject to the billing party's normal application procedures. The billed party is solely responsible for notifying the end user of the proposed service disconnection.
  - 1.10.6 If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service shall be disconnected.



- 1.11 Deposit Policy. Either Party may be required to provide information regarding credit worthiness. If either Party repeatedly fails to pay undisputed billed charges by the Payment due date or its financial condition deteriorates materially, such party may be required to provide information regarding credit worthiness. Based on the results of the credit analysis, the Party providing services reserves the right to secure the account with a suitable form of security deposit. Such security deposit may take the form of an irrevocable Letter of Credit or in its sole discretion some other form of security acceptable to the Party providing service. 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 may be required prior to the inauguration of service. If, in the sole opinion of the Party providing service, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Party providing service reserves the right to request additional security. Interest on a security deposit shall accrue and be refunded in accordance with the terms in the appropriate tariff of the Party providing service.

**2. Billing and Billing Accuracy Certification**

- 2.1 At the option of ITC^DeltaCom, BellSouth and ITC^DeltaCom shall agree upon a billing quality assurance program for all billing elements covered in this Agreement that shall 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 shall be part of that program.
- 2.2 As part of the billing quality assurance program, BellSouth and ITC^DeltaCom will develop standards, measurements, and performance requirements for a local billing measurements process. On a regular basis the billing party will provide the other party with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, each party shall pay all bills received from the other party 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 shall be established for

resolving local billing discrepancies as part of the billing quality assurance program.

- 2.3.2 Closure of a specific billing period shall 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. Provided, that nothing herein shall preclude either party from filing complaints, at any time, in accordance with the dispute resolution provisions included in the General Terms and Conditions to the Agreement.
- 3.2 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:
- 3.3 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.

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

- 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.

#### **4. RAO Hosting**

- 4.1 RAO Hosting, Credit Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from ITC^DeltaCom 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 ITC^DeltaCom.

- 4.7 All data received from ITC^DeltaCom 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 ITC^DeltaCom that is to be placed on the CMD5 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 CMD5 network that are destined to be processed by ITC^DeltaCom and will forward them to ITC^DeltaCom on a daily basis.
- 4.10 Transmission of message data between BellSouth and ITC^DeltaCom will be via CONNECT:Direct.
- 4.11 All messages and related data exchanged between BellSouth and ITC^DeltaCom 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 ITC^DeltaCom 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 ITC^DeltaCom to send data to BellSouth more than sixty (60) days past the message date(s), ITC^DeltaCom 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 ITC^DeltaCom 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 shall 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 ITC^DeltaCom) identified and agreed to, the company responsible for creating the data (BellSouth or ITC^DeltaCom) shall 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 a

reasonable estimate of three to twelve months of prior usage, 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. If access usage data is not processed and delivered by either Party in a timely manner such that the other Party is unable to bill the IXC, the responsible Party shall be liable for the amount of lost revenue.

- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from ITC^DeltaCom, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify ITC^DeltaCom of the error condition. ITC^DeltaCom 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, ITC^DeltaCom will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth. Both Parties agree to provide the other Party notification of any discovered errors within 7 business days of the discovery.
- 4.16 In association with message distribution service, BellSouth will provide ITC^DeltaCom with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 Other than as specified in Section 4.14 and 4.15 above, 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 ITC^DeltaCom 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 ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ITC^DeltaCom 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 ITC^DeltaCom. Additionally, all message toll charges associated with the use of the dial circuit by ITC^DeltaCom will be the responsibility of ITC^DeltaCom. 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 ITC^DeltaCom end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.

4.19 Intercompany Settlements Messages

- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by ITC^DeltaCom as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one company's operating territory and bills in another company's operating territory is included. Traffic that originates and bills within the same company's operating territory will be settled on a local basis between ITC^DeltaCom and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by ITC^DeltaCom and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by ITC^DeltaCom, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by ITC^DeltaCom, involves a company other than ITC^DeltaCom, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region. (NICS).
- 4.19.3 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 shall receive the monthly NICS reports from BellCore, its successor or assign, on behalf of ITC^DeltaCom. BellSouth will distribute copies of these reports to ITC^DeltaCom on a monthly basis.



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

BellSouth and ITC^DeltaCom agree that monthly netted amounts of less than fifty dollars (\$50.00) shall not be settled.

## **5. Optional Daily Usage File**

- 5.1 Upon written request from ITC^DeltaCom, BellSouth shall provide the Optional Daily Usage File (ODUF) service to ITC^DeltaCom pursuant to the terms and conditions set forth in this section.
- 5.2 ITC^DeltaCom 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 an ITC^DeltaCom customer.



Charges for delivery of the Optional Daily Usage File will appear on ITC^DeltaComs' 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 ITC^DeltaCom will be the responsibility of ITC^DeltaCom. If, however, ITC^DeltaCom should encounter significant volumes of errored messages that prevent processing by ITC^DeltaCom within its systems, BellSouth will work with ITC^DeltaCom 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 ITC^DeltaCom:

- 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
- OPS services messages
- OPS messages – attempted calls (UNE only)
- Credit /cancel records
- Usage for Voice Mail

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 ITC^DeltaCom.

5.6.1.4 In the event that ITC^DeltaCom detects a duplicate on Optional Daily Usage File they receive from BellSouth, ITC^DeltaCom will drop the duplicate message (ITC^DeltaCom 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 ITC^DeltaCom 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 one dataset per workday.

5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ITC^DeltaCom 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 ITC^DeltaCom. Additionally, all message toll charges associated with the use of the dial circuit by ITC^DeltaCom will be the responsibility of ITC^DeltaCom. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the parties. All equipment, including

modems and software, that is required on the ITC^DeltaCom end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.

### 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 ITC^DeltaCom which BellSouth RAO that is sending the message. BellSouth and ITC^DeltaCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ITC^DeltaCom and resend the data as appropriate.

The data will be packed using ATIS EMI records.

### 5.6.4 PACK REJECTION

5.6.4.1 ITC^DeltaCom shall 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. ITC^DeltaCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to ITC^DeltaCom by BellSouth.

### 5.6.5 CONTROL DATA

ITC^DeltaCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ITC^DeltaCom 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 ITC^DeltaCom for reasons stated in the above section.

#### 5.6.6 TESTING

5.6.6.1 Upon request from ITC^DeltaCom BellSouth shall send test files to ITC^DeltaCom 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 ITC^DeltaCom set up a production (LIVE) file. The live test may consist of ITC^DeltaCom's employees making test calls for the types of services ITC^DeltaCom requests on the Optional Daily Usage File. These test calls are logged by ITC^DeltaCom, 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. SCOPE OF AGREEMENT

6.1.1 This agreement shall apply to the service of the Access Daily Usage File (ADUF) as provided by BellSouth to ITC^DeltaCom. The specifications, terms and conditions for the provisions of this service are outlined in Exhibit A of this Agreement.

#### 6.2. DEFINITIONS

6.2.1 Compensation is the amount of money due from ITC^DeltaCom to BellSouth for services provided under this Agreement.

6.2.2 Access Daily Usage File (ADUF) is the compilation of interstate access messages associated with an unbundled port in standard Exchange Message Interface (EMI) format exchanged from BellSouth to ITC^DeltaCom.

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

6.2.4 Message Distribution is routing determination and subsequent delivery of message data from one company to another.

#### 6.3. RESPONSIBILITIES OF THE PARTIES

6.3. 1 ADUF service provided to ITC^DeltaCom 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.

6.3. 2 ITC^DeltaCom shall furnish in a timely manner all relevant information required by BellSouth for the provision of the ADUF.

#### 6.4. COMPENSATION ARRANGEMENTS

6.4.1 Applicable compensation amounts will be billed by BellSouth to ITC^DeltaCom on a monthly basis in arrears. Amounts due from ITC^DeltaCom to BellSouth (excluding adjustments) are payable within 30 days of the date of the billing statement. Rates for ADUF are as set forth in Exhibit A.

#### 6.5. ASSOCIATED EXHIBIT

6.5. 1 Listed below is the exhibit associated with this Agreement, incorporated herein by this reference.

Exhibit A      Access Daily Usage File (ADUF)

6.5. 2 From time to time by written agreement of the parties, new exhibits may be substituted for the attached Exhibit A, superseding and canceling the Exhibit(s) then in effect.

## Exhibit A Access Daily Usage File

### 1. SCOPE OF EXHIBIT

- 1.1 Upon request from ITC^DeltaCom, BellSouth will provide the Access Daily Usage File service to ITC^DeltaCom pursuant to the rates, terms and conditions set forth in this exhibit.

### 2. GENERAL INFORMATION

- 2.1 ITC^DeltaCom shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

- 2.2 The Access Daily Usage File will contain access records associated with an unbundled port that ITC^DeltaCom has purchased from BellSouth. Charges for the Access Daily Usage File will be as follows:

\$0.004 per message - Message Distribution

\$0.001 per message - Data Transmission (CONNECT:Direct)

\$54.95 per magnetic tape

Charges for delivery of the Access Daily Usage Feed will appear on ITC^DeltaCom's monthly bills.

- 2.3 All messages provided with the Access Daily Usage File will be in the standard Bellcore EMI record format.
- 2.4 Messages that error in the billing system of ITC^DeltaCom will be the responsibility of ITC^DeltaCom. If, however, ITC^DeltaCom should encounter significant volumes of errored messages that prevent processing by ITC^DeltaCom within its systems, BellSouth will work with ITC^DeltaCom to determine the source of the errors and the appropriate resolution.

### 3. USAGE TO BE TRANSMITTED

- 3.1 The following messages recorded by BellSouth will be transmitted to ITC^DeltaCom:

- Interstate access records associated with an unbundled port

- Intrastate access records associated with an unbundled port
  - Undetermined jurisdiction access records associated with an unbundled port
- 3.2 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 ITC^DeltaCom.
- 3.3 In the event that ITC^DeltaCom detects a duplicate on the Access Daily Usage File they receive from BellSouth, ITC^DeltaCom will drop the duplicate message (ITC^DeltaCom shall not return the duplicate to BellSouth).

#### 4. FILE CHARACTERISTICS AND TRANSMISSION METHOD

- 4.1 The Access Daily Usage Feed will be distributed to ITC^DeltaCom via an agreed upon medium with CONNECT:Direct being the preferred transport method. The Access Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Access 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 one dataset per workday.
- 4.2 Data circuits (private line or dial-up) may be required between BellSouth and ITC^DeltaCom for the purpose of data transmission. Where a dedicated line is required, ITC^DeltaCom will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. ITC^DeltaCom 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 ITC^DeltaCom. Additionally, all message toll charges associated with the use of the dial circuit by ITC^DeltaCom will be the responsibility of ITC^DeltaCom. 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 ITC^DeltaCom's end for the purpose of data transmission will be the responsibility of ITC^DeltaCom.



## 5. PACKING SPECIFICATIONS

- 5.1 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.
- 5.2 The OCN, From RAO, and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to ITC^DeltaCom which BellSouth RAO that is sending the message. BellSouth and ITC^DeltaCom will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by ITC^DeltaCom and resend the data as appropriate.

The data will be packed using Bellcore EMI records.

## 6. PACK REJECTION

- 6.1 ITC^DeltaCom 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). ITC^DeltaCom will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and/or retransmitted to ITC^DeltaCom by BellSouth.

## 7. CONTROL DATA

- 7.1 ITC^DeltaCom will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate ITC^DeltaCom received the pack and the acceptance or rejection of the pack. Pack status Code(s) will be populated using standard Bellcore EMI codes for packs that were rejected by ITC^DeltaCom for reasons stated in the above section.

## 8. TESTING

- 8.1 Upon request from ITC^DeltaCom, BellSouth shall send test file(s) to ITC^DeltaCom for the Access Daily Usage File. The parties agree to review and discuss the file's content or format.

## **Attachment 8**

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

## **Attachment 8**

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

**BellSouth agrees to provide ITC^DeltaCom, pursuant to 47 U.S.C. § 224, as amended by the Act, nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by BellSouth pursuant to terms and conditions that are subsequently negotiated with BellSouth's Competitive Structure Provisioning Center.**

## **Attachment 9**

### **Bona Fide Request/New Business Request Process**

**BONA FIDE REQUEST/NEW BUSINESS REQUEST PROCESS**

- 1.0 The Parties agree that ITC^DeltaCom is entitled to order any network element, interconnection option, service option or other Resale service required to be made available by the Telecommunications Act of 1996, FCC requirements or State Commission requirements. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 9 and referenced in Section 5 of the General Terms and Conditions.
- 2.0 Bona Fide Requests ("BFR") are to be used when ITC^DeltaCom makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act; or to provide a new or custom capability or function to meet ITC^DeltaCom's business needs; that were not previously included in the Agreement. 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.
- 3.0 A Bona Fide Request shall be submitted in writing by ITC^DeltaCom and shall specifically identify the required service date, technical requirements, space requirements and/or such specifications that clearly define the request such that BellSouth has sufficient information to analyze and prepare a response. Such a request also shall include a ITC^DeltaCom'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 ITC^DeltaCom's Account Executive.
- 4.0 ITC^DeltaCom may cancel a BFR at any time. If ITC^DeltaCom cancels the request more than thirty (30) business days after submitting it, ITC^DeltaCom shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR up to the date of cancellation. If ITC^DeltaCom does not cancel a BFR, ITC^DeltaCom shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within twenty (20) Business Days of its receipt of a BFR from ITC^DeltaCom, BellSouth shall respond via email or overnight delivery to ITC^DeltaCom by providing a preliminary analysis of such Interconnection, Network Element, or requested level of quality thereof that is the subject of the BFR. The preliminary analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or requested level of quality or provide an explanation of why it is not

technically feasible and/or why the request does not qualify as an Interconnection, Network Element, or requested level of quality that is required to be provided under the Act. If BellSouth determines that the Interconnection, Network Element, or requested level of quality that is the subject of the BFR is technically feasible, BellSouth shall provide to ITC^DeltaCom a high level cost estimate and detailed development price quote.

- 6.0 Within twenty (20) business days after receipt and acceptance of preliminary business analysis, BellSouth shall propose a firm price and a detailed implementation plan via email or overnight delivery.
- 7.0 Within twenty (20) business days after its receipt of the BFR price quote and implementation plan from BellSouth, ITC^DeltaCom must either confirm its order for such Interconnection or Network Element or, if it believes such quote is not consistent with the requirements of the Communications Act, may seek Commission arbitration of its request or file a complaint with the FCC, as appropriate. Any such arbitration applicable to Network Elements and/or Interconnection shall be conducted in accordance with standards prescribed in Section 252 of the Act.
- 8.0 All prices shall be consistent with the pricing principles of the Act, the FCC and the Supreme Court's ruling of January 25, 1999 upholding the FCC pricing rules.
- 9.0 If either Party to a BFR believes that the other Party is not requesting, negotiating or processing the Bona Fide Request in good faith, or disputes a determination, or price or cost quote, such Party may seek state Commission or FCC resolution of the dispute as appropriate.
- 10.0 Upon agreement to the terms of a BFR, an amendment to the Agreement may be required. Pursuant to Sections 5.3 and 16 of the General Terms and Conditions, ITC^DeltaCom may adopt through another Company's Agreement any BFR provided to any other carrier.

## **Attachment 10**

### **Performance Measures**



## Attachment 10

### General Terms and Conditions for Performance Measures and Guarantees:

The Parties agree that the services offered and rendered by BellSouth pursuant to this Interconnection Agreement shall be provisioned at parity to the service level and intervals for which BellSouth performs such services for itself, its Affiliates or any other Person or Telecommunications Carrier. The Parties further agree that the service level specified for each item addressed by the Performance Measurements set forth in this Attachment 10 shall be parity, or for certain measures, a specific quantitative target has been adopted as the Performance Criterion. BellSouth agrees to meet these performance standards as measured by the relevant Performance Measurements for each reporting period during the term of this Interconnection Agreement and any extension thereof. Any failure on the part of BellSouth to meet or otherwise comply with any of the Performance Measurements set forth in this Attachment 10 shall constitute the following:

Where BellSouth fails to meet the Performance Benchmark within a single month, BellSouth shall, within 30 days after reporting the measure, comply with the Specified Performance Guarantee.

Where BellSouth fails to meet a single measurement contained herein for two consecutive months, or twice during any quarter, BellSouth shall be deemed to have committed a Specified Performance Breach. If a Specified Performance Breach occurs, BellSouth shall, within 30 days of reporting the measure, pay ITC^DeltaCom \$25,000.00 for each measurement which BellSouth failed to meet. The Specified Performance Breach payment is in addition to any applicable Performance Guarantee.

Where BellSouth fails to meet a single measure contained herein five times during any six month period, BellSouth will be required to meet the provisions as set forth in section 25 of the General Terms and Conditions Attachment of this Agreement.

### Specified Performance Measurements

BellSouth warrants that it will meet the Performance Measurements, except in those instances where its failure to do so is a result of a) ITC^DeltaCom's failure to perform any of its associated obligations set forth in this Agreement, b) any delay, act or failure to act by an end user, agent, or subcontractor of the other Party, or c) any Force Majeure Event.

### Specified Performance Guarantee

The payment by BellSouth as a result of a Specified Performance Guarantee or Breach will be the amounts specified within Attachment 10. The Parties agree and acknowledge that a) the payments are not a penalty and have been determined based upon the facts and circumstances of the Parties at the time of the negotiation of this Agreement, with due consideration given to the performance expectations of each Party; b) the payments constitute a reasonable approximation of the damages ITC^DeltaCom would sustain if its damages were readily ascertainable; and c) ITC^DeltaCom will not be required to provide any proof of the damages.

### Records and Reports

BellSouth will not levy a separate charge for provision of the data to ITC^DeltaCom called for under this Attachment. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.

Reports are to be made available to ITC^DeltaCom by the 15<sup>th</sup> day following the close of the calendar month. If the 15<sup>th</sup> falls on a weekend or holiday, the reports will be made available the next business day.

If BellSouth does not provide a measurement at the time required, and fails to cure the omission by the 15<sup>th</sup> day of the succeeding month, the measurement will be considered to be a Specified Performance Breach,

unless BellSouth can demonstrate that the omission was the result of any of the factors under the Specified Performance Measurements heading above.

ITC^DeltaCom and BellSouth will consult with one another and attempt in good faith to resolve any issues regarding the accuracy or integrity of data collected, generated, and reported pursuant to this Attachment. In the event that ITC^DeltaCom requests such consultation and the issues raised by ITC^DeltaCom have not been resolved within 45 days after ITC^DeltaCom's request for consultation, then BellSouth will allow ITC^DeltaCom to have an independent audit conducted, at ITC^DeltaCom's expense, of BellSouth's performance measurement data collection, computing, and reporting processes. ITC^DeltaCom may not request more than one audit for a twelve calendar month period. This section does not modify ITC^DeltaCom's audit rights under other provisions of this Agreement.

#### Remedial Plan

Within 15 business days after any Specified Performance Breach, BellSouth will prepare and provide to ITC^DeltaCom a remedial plan that specifies and schedules the steps BellSouth will take to determine and remedy the particular performance deficiency.

# PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

## I. PRE-ORDERING/ORDERING; RESALE AND UNES

### 1. Measurement - Average Response Time For OSS Pre-Order Interfaces.

**Definition** - The average response time in seconds from the BellSouth side of the Remote Access Facility (RAF) and return for pre-order interfaces (TAG and LENS) by function:

- Address Verification
- Request For Telephone Number
- Request For Customer Service Record (CSR)
- Service Availability
- Service Appointment Scheduling (Due Date)
- Dispatch Required.

**Calculation** -  $\sum[(\text{Query Response Date \& Time}) - (\text{Query Submission Date \& Time})]/(\text{Number of Queries Submitted in Reporting Period})$ .

**Report Structure** - Reported on a company basis by interface for LENS, TAG, and for EDI preorder interface when implemented.

**Report Frequency** - Monthly

**Benchmark** -

Address Verification:

EDI, TAG, LENS - 80% ≤ 5 sec 90% ≤ 7 sec

Request For Telephone Number:

EDI, TAG, LENS - 80% ≤ 4 sec 90% ≤ 6 sec

Request For Customer Service Record (CSR):

EDI, TAG, LENS - 80% ≤ 7 sec 90% ≤ 10 sec

Service Availability:

EDI, TAG, LENS - 80% ≤ 11 sec 90% ≤ 13 sec

Service Appointment Scheduling (Due Date):

EDI, TAG, LENS - 80% ≤ 2 sec 90% ≤ 3 sec

Dispatch Required:

EDI, TAG, LENS - 80% ≤ 17 sec 90% ≤ 19 sec

**Performance Guarantee** - BellSouth shall not bill OSS charges until it meets all benchmarks.

### 2. Measurement - % Firm Order Confirmations (FOCs) Received Within "X" Hours.

**Definition** - Percent of FOCs returned within a specified time frame from receipt of service requests to return of confirmation to ITC^DeltaCom.

- Resale Res. and Bus. < 24 Hours
- Complex Business - Negotiated
- UNE Loop (1-49 Loops) < 24 Hours
- UNE Loop (> 50 Loops) < 48 Hours

**Calculation** -  $(\# \text{ FOCs returned within "x" hours} \div \text{total FOCs sent}) * 100$ .

**Report Structure** - Reported for ITC^DeltaCom and all CLECs. This includes mechanized from EDI, LENS and TAG and manual (FAX or phone orders).

**Report Frequency** - Monthly

**Benchmark** -

- 100% Resale Residential and Business < 24 Hours
- 98% Complex Business (1-200) < 48 Hours
- Complex Business (200+) - negotiated.
- 100% UNE Loop (1-49 Loops) < 24 Hours.
- 98% UNE Loop (> 50 Loops) - 48 Hours.

**Performance Guarantee** - BellSouth shall waive the non-recurring charges for all FOCs that fail to meet the benchmark.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

3. **Measurement - Percent Rejects.**  
**Definition** - The number of rejects compared to the issued orders for the electronic interfaces (EDI, LENS and TAG).  
**Calculation** -  $(\# \text{ of rejects } \div \text{ total orders issued}) * 100$ .  
**Report Structure** - Reported for ITC^DeltaCom and all CLECs for the electronic interfaces (EDI, LENS and TAG).  
**Report Frequency** - Monthly  
**Benchmark** - Diagnostic, no benchmark required.  
**Performance Guarantee** - This is a performance metric.
4. **Measurement - Mechanized Provisioning Accuracy.**  
**Definition** - Percent of mechanized orders completed without changes.  
**Calculation** -  $(\# \text{ of orders completed as ordered } \div \text{ total orders}) * 100$ .  
**Report Structure** - Reported for ITC^DeltaCom, CLECs and BellSouth.  
**Report Frequency** - Monthly  
**Benchmark** - Parity with BellSouth Retail  
**Performance Guarantee** - BellSouth shall waive the non-recurring charges for all orders that fail to meet the benchmark.
5. **Measurement - Order Process Percent Flow Through.**  
**Definition** - Percent of orders or LSRs from entry to distribution that progress through BellSouth ordering systems excluding rejects.  
**Calculation** -  $(\# \text{ of orders that flow through } \div \text{ total orders}) * 100$   
**Report Structure** - Reported for ITC^DeltaCom, CLECs and BellSouth.  
**Report Frequency** - Monthly  
**Benchmark** - Parity with BellSouth Retail  
**Performance Guarantee** - This is a performance metric.

## II. PROVISIONING

6. **Measurement - Average Installation Interval.**  
**Definition** - Average business days from application date to completion date for New, Change, Add, and Move (N,C, A, M) orders excluding customer cause misses and customer requested due date greater than "x" business days. The "x" business days is determined based on quantity of UNE loops ordered and the associated provisioning interval.  
**Calculation** -  $[\sum(\text{completion date} - \text{application date})]/(\text{Total number of orders completed})$ .  
**Report Structure** - Reported for ITC^DeltaCom and all CLECs for UNEs contained in the UNE price schedule, INP/LNP, and Loop with INP/LNP.  
**Report Frequency** - Monthly  
**Benchmark** -  
Resale:  
For installations that do not require a premise visit and do not require anything beyond software updates: One business day.  
For installation that requires a premise visit or physical work: three (3) business days.

### UNEs:

Description	Quantity	Provisioning Interval
2 Wire Analog and Digital and INP/LNP	1-10	3 Days
2 Wire Analog and Digital and INP/LNP	11-20	7 Days

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

2 Wire Analog and Digital and INP/LNP	20+	10 Days
4 Wire Analog and Digital and INP/LNP	1-10	3 Days
4 Wire Analog and Digital and INP/LNP	11-20	7 Days
4 Wire Analog and Digital and INP/LNP	20+	10 Days
DS1 loop (including PRI)		3 Days
Dedicated Transport (DS0, DS1, and DS3)	1 to 10	3 days
Dedicated Transport (DS0, DS1, and DS3)	11 to 20	5 Days
Dedicated Transport (DS0, DS1, and DS3)	20+ and all other types	ICB
xDSL loops	1 to 10	3 days
xDSL loops	11 to 20	5 days
xDSL loops	20+	ICB
Loop and Transport Combination	1 to 24 analog or digital loops with DS-1 Transport and Multiplexers	5 business days
Loop and Transport Combination	1-672 (Analog or digital DS0 loops) with DS-3 Transport	20 days
Loop and Transport Combination	For LTC with Higher than DS-3 Transport	ICB

**Performance Guarantee** – This is a performance metric.

7. **Measurement** - Percent Installations Completed Within “X” Business Days.

**Definition** - Percent installations completed within “x” business days (where “x” is the requested interval or provisioning interval, whichever is greater) excluding customer caused misses and customer requested due date greater than “x” business days.

**Calculation** -  $(\text{Count of N,C,A,M orders installed within "x" business days} \div \text{total N,C,A,M orders}) * 100$ .

**Report Structure** - Reported for ITC^DeltaCom and all CLECs for Resold Services and UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.

**Report Frequency** - Monthly

**Benchmark** – 95% within interval

**Performance Guarantee** – This is a performance metric.

8. **Measurement** - Percent of BellSouth Caused Missed Due Dates.

**Definition** - Percent of Resale and UNE N,C,A,M orders where installations are not completed by the negotiated due date excluding customer caused misses.

**Calculation** –

Resale:  $(\text{Count of N,C,A,M orders not completed by the due date, excluding customer caused misses} \div \text{total number of N,C,A,M orders}) * 100$ .

UNEs:  $(\text{Count of N,C,A,M orders with missed due dates excluding customer caused misses} \div \text{total number of UNE N,C,A,M orders}) * 100$ .

**Report Structure** - Reported for ITC^DeltaCom and all CLECs for Resold Services and UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – This is a performance metric.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

9. **Measurement - Percent Trouble Reports Within 30 Days of Installation.**  
**Definition** – Percent of Resale N,C,A,M orders and UNE N,C,A,M orders by item that receive a network customer trouble report caused by BellSouth within 30 calendar days of service order completion.  
**Calculation** –  
Resale:  $(\text{Count of N,C,A,M that receive a network customer trouble report caused by BellSouth within 30 calendar days of service order completion} \div \text{total N,C,A,M orders (excludes trouble reports received on the due date)}) * 100.$   
UNEs:  $(\text{Count of UNE N,C,A,M orders by item that receive a network customer trouble report caused by BellSouth within 30 calendar days of service order completion} \div \text{total UNE N,C,A,M orders by item (excludes trouble reports received on the due date)}) * 100.$   
**Report Structure** - Reported for ITC^DeltaCom and all CLECs for Resale Orders and UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.  
**Report Frequency** - Monthly  
**Benchmark** – Parity with BellSouth Retail  
**Performance Guarantee** – BellSouth shall waive the non-recurring charges for each order that receives a trouble report caused by BellSouth within 30 calendar days.
10. **Measurement - Percent BellSouth Missed Due Dates Due to Lack of Facilities.**  
**Definition** – Percent N,C,A,M orders with missed committed due dates due to lack of facilities.  
**Calculation** -  $(\text{Count of N,C,A,M orders with missed committed due dates due to lack of facilities} \div \text{total N,C,A,M orders}) * 100.$   
**Report Structure** - Reported for ITC^DeltaCom, and all CLECs for resold services and UNEs contained in the UNE price schedule. Reported for > 30 calendar days & > 90 calendar days.  
**Report Frequency** - Monthly  
**Benchmark** – Parity with BellSouth Retail  
**Performance Guarantee** – For a missed due date due to the lack of facilities on the conversion of an existing BellSouth retail customer the non-recurring charges shall be waived by BellSouth.
11. **Measurement - Delay Days For Missed Due Dates Due To Lack Of Facilities.**  
**Definition** - Average calendar days from due date to completion date on BellSouth missed orders due to lack of facilities.  
**Calculation** -  $\Sigma(\text{Completion date} - \text{committed order due date})/(\# \text{ of completed orders}).$   
**Report Structure** - Reported for ITC^DeltaCom and all CLECs for Resold services and UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP  
**Report Frequency** - Monthly  
**Benchmark** – Parity with BellSouth Retail  
**Performance Guarantee** – This is a performance metric.
12. **Measurement – Delay Days For Missed Due Dates**  
**Definition** – Average calendar days from due date to completion date on BellSouth missed orders.  
**Calculation** -  $\Sigma(\text{Completion date} - \text{committed order due date})/(\# \text{ of posted orders}).$   
**Report Structure** – Reported for ITC^DeltaCom and all CLECs for UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP  
**Report Frequency** - Monthly  
**Benchmark** – Parity with BellSouth Retail  
**Performance Guarantee** – This is a performance metric.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

13. **Measurement** – Percent BellSouth Caused Missed Due Dates greater than 30 days  
**Definition** – Percent of N, C, A, M orders where installation was completed greater than 30 days following the due date, excluding customer caused misses.  
**Calculation** –  $(\text{Count of N, T, C orders completed greater than 30 days following the due date, excluding customer caused misses} \div \text{total number of N, T, C orders}) * 100$ .  
**Report Structure** – Reported for ITC^DeltaCom and all CLECs for UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.  
**Report Frequency** – Monthly  
**Benchmark** – Parity with BellSouth Retail  
**Performance Guarantee** – BellSouth shall waive one month recurring charges for all missed due dates greater than 30 days, and BellSouth shall waive one month recurring charges for each additional 30 days missed.

### III. MAINTENANCE

14. **Measurement** - Trouble Report Rate.  
**Definition** - The number of customer trouble reports not caused by CPE or wiring, CPE and “no trouble found” reports within a calendar month per 100 lines.  
**Calculation** -  $[\text{Total number of customer trouble reports} \div (\text{total lines} \div 100)]$ .  
**Report Structure** - Reported for POTS Resale trouble reports by ITC^DeltaCom, all CLECs and BellSouth retail.  
**Report Frequency** - Monthly  
**Benchmark** – Parity with BellSouth Retail  
**Performance Guarantee** – This is a performance metric.
15. **Measurement** - Trouble Report Rate - UNEs  
**Definition** – The number of network customer trouble reports within a calendar month per 100 UNEs.  
**Calculation** –  $[\text{Count of network trouble reports} \div (\text{Total UNEs} \div 100)]$ .  
**Report Structure** – Reported for ITC^DeltaCom, all CLECs and BellSouth for UNEs contained in the UNE Price schedule, INP/LNP and Loop with INP/LNP.  
**Report Frequency** - Monthly  
**Benchmark** – Parity measurement disaggregated by service type and market area, for retail analog, when there is no retail analog no more than 6 per 100 UNEs.  
**Performance Guarantee** – This is a performance metric.
16. **Measurement** - Percent Missed Repair Commitments – UNEs  
**Definition** - Percent of trouble reports not cleared by the commitment time for BellSouth reasons.  
**Calculation** -  $(\text{Count of trouble reports not cleared by the commitment time for BellSouth reasons} \div \text{total trouble reports}) * 100$ .  
**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth for “POTS type” loops (2-Wire Analog 8dB Loop).  
**Report Frequency** - Monthly  
**Benchmark** – No more than 1%.  
**Performance Guarantee** – For missed repair commitments in excess of the benchmark, BellSouth shall reimburse ITC^DeltaCom for ITC^DeltaCom’s labor costs.
17. **Measurement** - Receipt To Clear Duration.  
**Definition** - Average duration of customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared with the customer, excluding “no trouble found” reports.  
**Calculation** -  $\sum[(\text{Date and time ticket is cleared with customer}) - (\text{Date and time ticket received})] \div \text{Total customer network trouble reports}$ .  
**Report Structure** - Reported for Resale trouble reports by ITC^DeltaCom, all CLECs and BellSouth retail for Out of Service and Affecting Service by Dispatch and No-Dispatch.  
**Report Frequency** - Monthly



## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – This is a performance metric.

18. **Measurement** - Mean Time To Restore – UNEs

**Definition** - Average duration of network customer trouble reports from the receipt of the customer trouble report to the time the trouble report is cleared excluding no access and delayed maintenance.

**Calculation** -  $\sum[(\text{Date and time trouble report is cleared with the customer}) - (\text{date and time trouble report is received})] \div \text{total network customer trouble reports}$ .

**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth for UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP by dispatch and no dispatch.

**Report Frequency** - Monthly

**Benchmark** -

Parity measurement disaggregated by service type and market area for retail analog, when there is not retail analog the following benchmark applies:

1. Out of service conditions where dispatch is required: 90% resolved within 4 hours 95% resolved within 8 hours 99% resolved within 16 hours
2. Out of Service conditions where no dispatch is required: 85% resolved within 2 hours 95% resolved within 3 hours 99% resolved within 4 hours
3. All other troubles resolved within 24 hours

**Performance Guarantee** – This is a performance metric.

19. **Measurement** - Percent Out Of Service (OOS) < 24 Hours.

**Definition** - Percent of OOS trouble reports cleared in less than 24 hours excluding subsequents, tickets received on Saturday or Sunday, and no access.

**Calculation** -  $(\text{Count of OOS trouble reports} < 24 \text{ hours} \div \text{total number of OOS trouble reports}) * 100$ .

**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth retail.

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – This is a performance metric.

20. **Measurement** - Percent Out Of Service (OOS) < 24 Hours - UNEs

**Definition** - Percent of OOS trouble reports cleared in less than 24 hours.

**Calculation** -  $(\text{Count of UNE OOS trouble reports} < 24 \text{ hours} \div \text{total number of UNE OOS trouble reports}) * 100$ .

**Report Structure** - Reported for ITC^DeltaCom, CLECs and BellSouth by “POTS like” loop (2-Wire Analog 8dB Loop).

**Report Frequency** - Monthly

**Benchmark** – Parity measurement disaggregated by service type and market area for retail analog, when there is not retail analog the following benchmark applies:

1. Out of service conditions where dispatch is required: 90% resolved within 4 hours 95% resolved within 8 hours 99% resolved within 16 hours
2. Out of Service conditions where no dispatch is required: 85% resolved within 2 hours 95% resolved within 3 hours 99% resolved within 4 hours
3. All other troubles resolved within 24

**Performance Guarantee** – This is a performance metric.

21. **Measurement** - Percent Repeat Reports.

**Definition** - Percent of customer trouble reports received within 10 calendar days of a previous customer report that were not caused by CPE or wiring excluding subsequent reports and “no trouble found” reports.

**Calculation** -  $(\text{Count of customer trouble reports, not caused by CPE or wiring and excluding subsequent reports, received within 10 calendar days of a previous customer report} \div \text{total customer trouble reports not caused by CPE or wiring and excluding subsequent reports}) * 100$ .

**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth retail.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth Retail

**Performance Guarantee** – This is a performance metric.

22. **Measurement** - Percent Repeat Reports - UNEs

**Definition** - Percent of network customer trouble reports received within 30 calendar days of a previous customer report.

**Calculation** - (Count of network customer trouble reports received within 30 calendar days of a previous customer report ÷ total network customer trouble reports) \* 100.

**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth for UNEs contained in the UNE price schedule, INP/LNP and Loop with INP/LNP.

**Report Frequency** - Monthly

**Benchmark**– Parity measurement disaggregated by service type and market area. For retail analog, when there is no retail analog no more than 1%.

**Performance Guarantee** – This is a performance metric.

#### IV. MISCELLANEOUS ADMINISTRATIVE

23. **Measurement** - LCSC Average Speed Of Answer.

**Definition** - The average time a customer is in queue. The time begins when the customer enters the queue and ends when a BellSouth representative answers the call.

**Calculation** - Total queue time ÷ total calls.

**Report Structure** - Reported for all calls to the LCSC by operational separation and BellSouth retail.

**Report Frequency** - Monthly

**Benchmark** – Greater than 95% of calls, by center, are answered within 20 seconds. All calls are answered within 30 seconds.

**Performance Guarantee** – This is a performance metric.

24. **Measurement** – Percent Busy in the LCSC

**Definition** – Percent of calls which are unable to reach the LCSC due to a busy condition in the Automatic Call Distributor (ACD)

**Calculation** – (Count of blocked calls ÷ Total calls offered ) \* 100

**Report Structure** – Reported for all CLECs and BellSouth

**Report Frequency** - Monthly

**Benchmark** – No more than 1%.

**Performance Guarantee** – This is a performance metric.

25. **Measurement** – UNE Center Average Speed of Answer

**Definition** – The average time a customer is in queue. The time begins when the customer enters the queue and ends when the call is answered by a BellSouth representative.

**Calculation** – total queue time ÷ total calls.

**Report Structure** – Reported for all calls to the UNE Center for all CLECs and BellSouth retail

**Report Frequency** - Monthly

**Benchmark** – Greater than 95% of calls, by center, are answered within 20 seconds. All calls are answered within 30 seconds.

**Performance Guarantee** – This is a performance metric.

26. **Measurement** – Percent Busy in the UNE Center.

**Definition** – Percent of calls which are unable to reach the UNE Center due to a busy condition in the ACD

**Calculation** – (Count of blocked calls ÷ Total calls offered) \* 100

**Report Structure** – Reported for all CLECs and BellSouth

**Report Frequency** - Monthly

**Benchmark** – No more than 1%.

**Performance Guarantee** – This is a performance metric.

# PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

## V. INTERCONNECTION AGREEMENT

### 27. Measurement - Percent Trunk Blockage

**Definition** - Percent of calls blocked on outgoing traffic from BellSouth end office to ITC^DeltaCom end office and from BellSouth tandem to ITC^DeltaCom end office.

**Calculation** -  $(\text{Count of blocked calls} \div \text{total calls offered}) * 100$

**Report Structure** - Reported for ITC^DeltaCom, all CLECs and BellSouth. The BellSouth end office to ITC^DeltaCom end office and BellSouth tandem to ITC^DeltaCom end office trunk blockage will be reported separately.

**Report Frequency** - Monthly

**Benchmark** - Dedicated Trunk Groups: Not to exceed blocking standard of P.01

**Performance Guarantee** - This is a performance metric.

### 28. Measurement - Common Transport Trunk Blockage.

**Definition** - Percent of local common transport trunk groups exceeding 2% blockage.

**Calculation** -  $(\text{Number of common transport trunk groups exceeding 2\% blocking} \div \text{total common transport trunk groups}) * 100$ .

**Report Structure** - Reported on local common transport trunk groups.

**Report Frequency** - Monthly

**Benchmark** - Common Trunk Groups; no more than 1% of end offices may have 2% blockage in a month based on Poissant P.01 scale;

If common trunk groups are different for CLECs than for BellSouth's trunk group, then no more than 1% of end offices may have more than 2% blocking

**Performance Guarantee** - This is a performance metric.

### 29. Measurement - Percent Missed Due Dates.

**Definition** - Percent trunk order due dates missed on interconnection trunks.

**Calculation** -  $(\text{Count trunk orders missed} \div \text{total trunk orders}) * 100$ .

**Report Structure** - Reported for ITCD, all CLECs and BellSouth.

**Report Frequency** - Monthly

**Benchmark** - No more than 1% missed due dates.

**Performance Guarantee** - This is a performance metric.

### 30. Measurement - Delay Days for Missed Due Dates

**Definition** - Average calendar days from due dates to completion date on BellSouth missed Interconnection Trunk orders.

**Calculation** -  $\sum(\text{Completion date} - \text{committed order due date}) / (\# \text{ of completed trunk orders})$ .

**Report Structure** - Reported for ITCD, all CLECs and BellSouth for interconnection trunks.

**Report Frequency** - Monthly

**Benchmark** - Parity with BellSouth Common Trunk Groups

**Performance Guarantee** - This is a performance metric.

### 31. Measurement - Percent BellSouth Caused Missed Due Dates greater than 30 days

**Definition** - Percent of N,C, A,M, orders where installation was completed greater than 30 days following the due date, excluding customer caused misses.

**Calculation** -  $(\text{Count of interconnection trunk orders completed greater than 30 days following the due date, Excluding customer caused misses} \div \text{total number of interconnection trunk orders}) * 100$ .

**Report Structure** - Reported for ITCD, all CLECs and BellSouth for interconnection trunks.

**Report Frequency** - Monthly

**Benchmark** - Parity when there is a retail analog; if there is no retail analog the following benchmarks apply  
Less 1% of orders held for more than 30 calendar days.

No orders held for more than 90 calendar days.

**Performance Guarantee** - This is a performance metric.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

32. **Measurement** – Average Trunk Restoration Interval  
**Definition** – Average time to repair interconnection trunks.  
**Calculation** – Total trunk outage duration ÷ total trunk trouble reports.  
**Report Structure** – Reported for ITCD, all CLECs and BellSouth.  
**Report Frequency** – Monthly  
**Benchmark** – Parity with BellSouth Common Trunk Groups  
**Performance Guarantee** – This is a performance metric.
33. **Measurement** - % Interconnection Trunks Repaired Within 24 Hours  
**Definition** – The percent of interconnection trunks restored within 24 hours of being reported to BellSouth by ITCD.  
**Calculation** – (Number of Interconnection Trunks repaired within 24 hours ÷ Total Interconnection Trunks Repaired) \* 100  
**Report Structure** – Reported for ITCD, all CLECs and BellSouth.  
**Report Frequency** – Monthly  
**Benchmark** – Parity with BellSouth Common Trunk Groups  
**Performance Guarantee** – This is a performance metric.

### VI. INTERIM NUMBER PORTABILITY AND LOCAL NUMBER PORTABILITY (INP/LNP)

34. **Measurement** - % Installation Completed Within 3 Business Days (1-10 lines).  
**Definition** - % installations completed within 3 business days excluding customer caused misses and customer requested due dates greater than 3 business days.  
**Calculation** - Total INP/LNP orders installed within 3 business days ÷ total INP/LNP orders.  
**Report Structure** - Reported for ITCD and all CLECs.  
**Report Frequency** - Monthly  
**Benchmark** -90% within 3 business days.  
**Performance Guarantee** – This is a performance metric.
35. **Measurement** - % Installation Completed Within 7 Business Days (11-20 lines).  
**Definition** - % installations completed within 7 business days excluding customer caused misses and customer requested due dates greater than 7 business days.  
**Calculation** - Total INP/LNP orders installed within 7 business days ÷ total INP/LNP orders.  
**Report Structure** - Reported for ITCD and all CLECs.  
**Report Frequency** - Monthly  
**Benchmark** -90% within 7 business days.  
**Performance Guarantee** – This is a performance metric.
36. **Measurement** - % Installation Completed Within 10 Business Days (20+ lines).  
**Definition** - % installations completed within 10 business days excluding customer caused misses and customer requested due dates greater than 10 business days.  
**Calculation** - Total INP/LNP orders installed within 10 business days ÷ total INP/LNP orders.  
**Report Structure** - Reported for ITCD and all CLECs.  
**Report Frequency** - Monthly  
**Benchmark** -90% within 10 business days.  
**Performance Guarantee** – This is a performance metric.
37. **Measurement** - Percent Missed Due Dates.  
**Definition** - Percent of INP/LNP N, C, A, M orders where installations are not completed by the negotiated due date excluding customer caused misses.  
**Calculation** - (Count of INP/LNP N, C, A, M orders with missed due dates excluding customer caused misses ÷ total number of INP/LNP N, C,A,M orders ) \*100.  
**Report Structure** - Reported for ITCD and all CLECs.

## PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth retail.

**Performance Guarantee** - This is a performance metric.

### VII. 911

#### 38. **Measurement** - Average Time To Clear Errors.

**Definition** - The average time it takes to clear an error after it is detected during the processing of the 911 database file. The clock will start upon receipt of the error file and end when the error is corrected.

**Calculation** -  $\Sigma(\text{Date and time error detected} - \text{date and time error cleared}) \div \text{total number of errors}$ .

**Report Structure** - Reported for ITCD, all CLECs and BellSouth.

**Report Frequency** - Monthly

**Benchmark** – Parity with BellSouth retail.

**Performance Guarantee** – This is a performance metric.

### IX. COLLOCATION

#### 39. **Measurement** - % Missed Collocation Due Dates

**Definition** - The percent of BellSouth caused missed due dates for Physical Collocation projects. The due dates missed measure is determined by first counting both the number of commitments missed, and the number of commitments made (via FOCs) in the reporting period. For each report structure, the resulting count of commitments missed is divided by the number of commitments made in the reporting period and expressed as a percentage.

**Calculation** -  $(\text{count of number of BellSouth caused missed due dates for physical collocation facilities} \div \text{total number of physical collocation projects}) * 100$

**Report Structure** - Reported for ITCD and all CLECs. The results are aggregated by Physical, Virtual, and Cageless Collocation.

**Report Frequency** - Monthly

**Benchmark** – No less than 95% of commitments must be met for Physical, Virtual and other alternative collocation offerings.

**Performance Guarantee** – BellSouth shall waive the engineering costs on all missed due dates.

#### 40. **Measurement** - Average Days Required to Complete Physical Collocation Facilities

**Definition** - The average time it takes to complete physical collocation facilities.

**Calculation** -  $\Sigma(\text{Date collocation work completed} - \text{date ITCD files application authorizing collocation work}) \div \text{total number collocation projects scheduled during the reporting Period}$ .

**Report Structure** - Reported for ITCD and all CLECs by active and non-active. The results are aggregated by Physical, Virtual, and Cageless Collocation.

**Report Frequency** - Monthly

**Benchmark** – Less than 120 days (Less than 90 days in Florida)

**Performance Guarantee** – This is a performance metric.

#### 41. **Measurement** - % of requests processed within 30 business days

**Definition** - The percent of requests for collocation facilities processed within 30 business days. The response interval for each request is determined by computing the elapsed time from the BellSouth receipt of the request from ITCD, to the time BellSouth returns the requested information to ITCD.

**Calculation** -  $(\text{count of number of requests processed within 30 days} \div \text{total number of requests}) * 100$

**Report Structure** - Reported for ITCD and all CLECs. BellSouth's objective is 90% of requests answered within 30 business days. The results are aggregated by Physical, Virtual, and Cageless Collocation

**Report Frequency** - Monthly

**Benchmark** – 90% of requests answered within 30 business days

**Performance Guarantee** – BellSouth shall waive the application fee on all missed responses.

# PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS

## XI. COORDINATED CONVERSIONS

42. **Measurement** - % Pre-mature disconnects (Coordinated Cutovers)  
**Definition** - Percent of coordinated cutovers where BellSouth prematurely disconnects the customer prior to the scheduled conversion.  
**Calculation** -  $(\text{Count of prematurely disconnected customers} \div \text{total coordinated conversion customers}) * 100$   
**Report Structure** - Reported by ITCD and all CLECs disaggregated by INP/LNP, INP/LNP with UNE loop, type of loop, UNE combination Cutover, LNP, loop with INP/LNP, and INP to LNP conversion  
**Report Frequency** - Monthly  
**Benchmark** - 2% or less premature disconnect more than 10 minutes before scheduled time  
**Performance Guarantee** - BellSouth shall waive the non-recurring charges for all premature disconnects greater than 10 minutes.
43. **Measurement** - % BellSouth caused delayed Coordinated Cutovers  
**Definition** - Percent of BellSouth caused late coordinated cutovers in excess of 30 minutes, 1 hour, 2 hour or more.  
**Calculation** -  $(\text{Count of BellSouth caused late coordinated cutovers in excess of 30 minutes, 1 hour, 2 hour or more} \div \text{total coordinated cutovers}) * 100$   
**Report Structure** - Reported by CLEC and all CLECs disaggregated by INP/LNP, INP/LNP with UNE loop, type of loop, UNE combination Cutover, LNP, loop with INP/LNP, and INP to LNP conversion. The objective is to have 8% or less for starting coordinated conversions beyond 30 minutes of scheduled conversion time, and 2% or less for starting conversion beyond 1 hour from scheduled time, and 0.1% for starting conversion beyond 2 hours.  
**Report Frequency** - Monthly  
**Benchmark** - 8% or less for starting coordinated conversions beyond 30 minutes of scheduled conversion time, and 2% or less for starting conversion beyond 1 hour from scheduled time, and 0.1% for starting conversion beyond 2 hours.  
**Performance Guarantee** - BellSouth shall waive the non-recurring charges for all conversions delayed more than 1 hour.

## XII. BONA FIDE REQUEST PROCESS (BFRs)

44. **Measurement** - % of requests processed within 45 business days  
**Definition** - The percent BFRs processed within 45 business days of BFR request.  
**Calculation** -  $(\text{count of number of requests processed within 45 days} \div \text{total number of requests}) * 100$   
**Report Structure** - Reported for ITCD and all CLECs.  
**Report Frequency** - Monthly  
**Benchmark** - 90% of responses to BFRs provided within 45 business days.  
**Performance Guarantee** - This is a performance metric.
45. **Measurement** - % Quotes Provided for Authorized BFRs within 30 business days  
**Definition** - The percent of responses with price quotes and provisioning dates to ITCD Authorized BFRs processed within 30 business days.  
**Calculation** -  $(\text{count of number of Quotes Provided within 30 days} \div \text{total number of Quotes}) * 100$   
**Report Structure** - Reported for ITCD and all CLECs.  
**Report Frequency** - Monthly  
**Benchmark** - 90% of Quotes provided within 30 business days.  
**Performance Guarantee** - This is a performance metric.

## **PERFORMANCE MEASURES AND NON-COMPLIANCE PROVISIONS**

### **NOTES:**

1. Measurements will be reported on a Market Area Basis.
2. Measurements for POTS resale will be broken down by business and residence.



**Attachment 11**  
**Exhibit A**

**Florida**

## **FLORIDA**

### **PRICING**

#### **1. General Principles**

All services currently provided hereunder (including resold Local Services, Network Elements and Ancillary Functions) and all new and additional services to be provided hereunder shall be priced in accordance with all applicable provisions of the Act and the rules and orders of the Federal Communications Commission and the Florida Public Service Commission.

#### **2. Local Service Resale**

The rates that CLEC shall pay to BellSouth for resold Local Services shall be BellSouth's Retail Rates less the applicable discount. The following discount will apply to all Telecommunications Services available for resale in Florida.

Residential Service	21.83%
Business Service:	16.81%

#### **3. Unbundled Network Elements**

The prices that CLEC shall pay to BellSouth for Unbundled Network Elements are set forth in Table 1.

##### **3.1 Charges for Multiple Network Elements**

Any BellSouth non-recurring and recurring charges shall not include duplicate charges or charges for functions or activities that CLEC does not need when two or more Network Elements are combined in a single order. BellSouth and CLEC shall work together to mutually agree upon the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements. If the parties cannot agree to the total non-recurring and recurring charge(s) to be paid by CLEC when ordering multiple Network Elements within sixty (60) days of the Effective Date, either party may petition the Florida Public Service Commission to settle the disputed charge or charges.

#### **4. Compensation For Local Interconnection (Call Transport and Termination)**

The prices that CLEC and BellSouth shall pay each other for the termination of local calls are set forth in Table 1.

5. **Ancillary Functions**

- 5.1 Collocation - The rates, terms and conditions for Physical Collocation are as set forth in Attachment 4 of this Agreement. These rates are regional rates and shall apply for all nine states. Rates, terms, and conditions for Virtual Collocation are as set forth in Section 20 of BellSouth Telecommunications, Inc.'s Interstate Access Tariff, FCC No. 1.
- 5.2 Poles, Ducts and Conduits - BellSouth shall provide access to poles, conduits and ducts at rates that are consistent with 47 U.S.C. Section 224(d). CLEC may file a complaint with the appropriate regulatory authority if it believes the rates provided by BellSouth are not consistent with 47 U.S.C. Section 224(d).

6. **Local Number Portability**

The prices for interim number portability are set forth in Table 1.

7. **Recorded Usage Data**

The prices for recorded usage data are set forth in Table 1.

8. **Electronic Interfaces**

Each party shall bear its own cost of developing and implementing Electronic Interface Systems because those systems will benefit all carriers. If a system or process is developed exclusively for certain carriers, however, those costs shall be recovered from the carrier who is requesting the customized system.

**TABLE 1**

**BELLSOUTH/CLEC RATES - FLORIDA  
LOCAL INTERCONNECTION AND UNBUNDLED NETWORK ELEMENTS**

<b>NIDs</b>	
NRC - NID per 2-Wire Loops--Manual Svc Order--1 <sup>st</sup>	
NRC - NID per 2-Wire Loops--Manual Svc Order—Add'l	
NRC - NID per 2-Wire Loops--Manual Svc Order—Disconnect	
NRC - NID per 4-Wire Loops--Manual Svc Order--1 <sup>st</sup>	
NRC - NID per 4-Wire Loops--Manual Svc Order—Add'l	
NRC - NID per 4-Wire Loops--Manual Svc Order—Disconnect	
<b>NID (all types), per month</b>	
<b>NID per 2-Wire Analog VG Loop, Per Month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>NID per 4-Wire Analog VG Loop, Per Month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>NID per 2-Wire ISDN Digital VG Loop, Per Month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>NID per 2-Wire Asymmetrical Dig Subscriber Line (ADSL) Loop, Per Mo.</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>NID per 2-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>NID per 4-Wire High Bit Rate Dig Subscriber Line (HDSL) Loop</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>NID per 4-Wire 56 or 64 Kbps Dig Grade Loop</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>Nonrecurring Charge - customer transfer, feature additions, changes (1)</b>	
<b>LOOP, EXCLUDING NID</b>	
<b>2-Wire Analog VG Loop (Standard), per month</b>	

NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire Analog VG Loop (Customized), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>4-Wire Analog VG Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire ADSL Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire HDSL Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>4-Wire HDSL Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>LOOP, INCLUDING NID</b>	
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--1st	
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order--Add'l	
NRC - 2-Wire Loops—Incremental Cost—Manual Svc Order— Disconnect	
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--1 <sup>st</sup>	
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order--Add'l	
NRC - 4-Wire Loops (Exclud DS1)—Incremental Cost--Manual Svc Order—Disconnect	
<b>2-Wire Analog VG Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire Analog VG Loop-SL1, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>2-Wire Analog VG Loop-SL1-Manual Order Coord</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
<b>2-Wire Analog VG Loop-SL2, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>2-Wire Analog VG Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire Analog VG Loop (Customized), per month</b>	

NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>4-Wire Analog VG Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>4-Wire Analog VG Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire ISDN Digital Grade Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>2-Wire ISDN Digital Grade Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire Asymmetrical Dig Subscriber Line (ADSL)/Compatible Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>2-Wire ADSL Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire Asymmetrical Dig Subscriber Line (ADSL)/ISDN Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>2-Wire HDSL Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>4-Wire High Bit Rate Dig Subscriber Line (HDSL)/Compatible Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>4-Wire HDSL Loop (Standard), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	

<b>4-Wire DS1 Digital Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order-1st	
NRC - Incremental Cost--Manual Svc Order-Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect	
NRC - Order Coordination for Specified Conversion Time	
<b>4-Wire 56 or 64 Kbps Dig Grade Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>Unbundled Loops via IDLC</b>	
<b>SUB-LOOPS</b>	
<b>Sub-Loop 2-Wire Analog</b>	
<b>Loop Feeder per 2-Wire Analog VG Loop, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>Loop Distribution per 2-Wire Analog VG Loop (Including NID), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
NRC - Order Coordination for Specified Conversion Time	
<b>Loop Distribution per 2-Wire Analog VG Loop (Excluding NID), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>Unbundled Network Terminating Wire</b>	
<b>Loop Concentration - Channelization Sys (Outside CO), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1 <sup>st</sup>	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order - Disconnect	
Working Plug-In 2-Wire, NRC 1 <sup>st</sup>	
Working Plug-In 2-Wire, NRC Add'l	
<b>Loop Concentration - Remote Terminal Cabinet (Outside CO)</b>	
<b>Loop Concentration - Remote Channel Interface - 2-Wire VG (Outside CO), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	



<b>Loop Channelization System (Inside C.O.)</b>	
<b>Loop Channelization Sys-Dig Loop Carrier per Mo. (DS1 to VG), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order - Disconnect	
<b>CO Channel Interface-2-Wire VG Per Circuit, Per Month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
<b>UNBUNDLED LOCAL EXCHANGE SWITCHING (PORTS)</b>	
<b>2-Wire Analog Line Port (Res., Bus.), per month</b>	
NRC - 1 <sup>st</sup> (all types)	
NRC - Add'l (all types)	
NRC - 1 <sup>st</sup> (Residence)	
NRC - Add'l (Residence)	
NRC - 1 <sup>st</sup> (Business)	
NRC - Add'l (Business)	
NRC - 1 <sup>st</sup> (PBX)	
NRC - Add'l (PBX)	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order - Disconnect	
<b>4-Wire Analog VG Port, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order - Disconnect	
<b>2-Wire DID Port, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order - Disconnect	
<b>4-Wire DID Port, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order - Disconnect	
<b>4-Wire DS1 Port w/DID capability, per month</b>	

NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>2-Wire ISDN Port(2) (3), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	
NRC - Incremental Cost--Manual Svc Order-Disconnect Add'l	
NRC - User Profile per B Channel (4)	
<b>4-Wire ISDN Port, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	
NRC - Incremental Cost--Manual Svc Order-Disconnect Add'l	
<b>4-Wire ISDN DS1 Port, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect 1st	
NRC - Incremental Cost--Manual Svc Order-Disconnect Add'l	
<b>2-Wire Analog Line Port (PBX), per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect	
<b>2-Wire Analog Hunting, per line per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>Coin Port, per month</b>	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1 <sup>st</sup>	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect	
<b>Vertical Features</b>	
Local Switching Features offered with Port, Per month	
Subsequent Order Charge—Electronic	
Subsequent Order Charge--Incremental Cost--Manual Svc Order	
<b>Unbundled End Office Switching (Port Usage)</b>	
End Office Switching Function, per mou	

End Office Switching Function, add'l mou (5)	
End Office Interoffice Trunk Port—Shared, per mou	
<b>Unbundled Tandem Switching (Port Usage) (Local or Access Tandem)</b>	
Tandem Switching Function per mou	
Tandem Interoffice Trunk Port--Shared per mou	
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	
<b>UNBUNDLED TRANSPORT</b>	
<b>Common (Shared) Transport</b>	
Common (Shared) Transport per mile per mou	
Common (Shared) Transport Facilities Termination per mou	
Common (Shared) Transport Trunk Installation, per trunk, NRC	
<b>Interoffice Transport - Dedicated - VG</b>	
Interoffice Transport - Dedicated - 2-Wire VG - per mile	
Interoffice Transport - Dedicated - 2-Wire VG - facilities termination per month	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	
NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l	
<b>Interoffice Transport - Dedicated - DS0 - 56/64 KBPS</b>	
Interoffice Transport - Dedicated - DS0 - per mile per month	
Interoffice Transport - Dedicated - DS0 - facilities termination per month	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	
NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l	
<b>Interoffice Transport - Dedicated - DS1</b>	
Interoffice Transport - Dedicated - DS1 - per mile per month	
Interoffice Transport - Dedicated - DS1 - facilities termination per month	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect--1st	
NRC - Incremental Cost--Manual Svc Order-Disconnect--Add'l	
<b>Interoffice Transport - Dedicated - DS3</b>	
Interoffice Transport - Dedicated - DS3 - per mile per month	
Interoffice Transport - Dedicated - DS3 - facilities termination per month	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
<b>Digital Cross Connects (3/3, 3/1, 1/0)</b>	
<b>Unbundled Exchange Access IOC</b>	

0-8 Miles, Fixed per month	
Per mile per month	
NRC 1 <sup>st</sup>	
NRC Add'l	
9-25 Miles, Fixed per month	
Per mile per month	
NRC 1 <sup>st</sup>	
NRC Add'l	
Over 25 Miles, Fixed per month	
Per mile per month	
NRC 1 <sup>st</sup>	
NRC Add'l	
<b>Local Channel - Dedicated</b>	
Local Channel - Dedicated - 2-Wire VG	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect	
Local Channel - Dedicated - 4-Wire VG	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order - 1st	
NRC - Incremental Cost--Manual Svc Order - Add'l	
NRC - Incremental Cost--Manual Svc Order-Disconnect	
Local Channel - Dedicated - DS1	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1st	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost--Manual Svc Order	
NRC - Incremental Cost--Manual Svc Order-Disconnect	
<b>VIRTUAL COLLOCATION</b>	
Virtual Collocation	
<b>LOCAL USAGE</b>	
Intraoffice per mou	
Interoffice per mou (assumes 5 miles of transport)	
<b>LOCAL INTERCONNECTION (CALL TRANSPORT AND TERMINATION)</b>	
End Office Interconnection/Switching, per mou	
Tandem Interconnection/Switching, per mou	
Tandem Interconnection (assumes 5 miles of transport per mou)	
Transport	
Tandem Switch + Transport	
Combined Tandem Switch Interconnection	
Multi-tandem Interconnection	
Tandem Intermediary Charge, per mou (This charge is applicable only to intermediary traffic and is applied in addition to applicable switching and/or interconnection charges.)	

<b>800 ACCESS TEN DIGIT SCREENING SERVICE (6)</b>	
800 Access Ten Digit Screening (all types), per call (7)	
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per query	
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per query	
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per query	
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per query	
800 Access Ten Digit Screening Svc. W/800 No. Delivery, per message	
800 Access Ten Digit Screening Svc. W/800 No. Delivery, for 800 Numbers, w/Optional Complex Features, per message	
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, per message	
800 Access Ten Digit Screening Svc. W/POTS No. Delivery, w/Optional Complex Features, per message	
Reservation Charge per 800 number reserved--NRC - 1 <sup>st</sup>	
Reservation Charge per 800 number reserved--NRC - Add'l	
Per 800 # Established w/o POTS (w/800 No.) Translations	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
Per 800 # Established with POTS Translations	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
Customized Area of Service per 800 Number	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
Multiple Inter LATA Carrier Routing per Carrier Requested per 800 #	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
Change Charge per request	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
Call Handling and Destination Features - NRC	
Reserv Chg per 800 # Reserved - Incrm Cost-Manual Svc Order	
Per 800 # Est'd w/o POTS Transl-Incrm Cost-Manual Svc Order	
NRC	
NRC - Disconnect Chg	
Per 800 # Est'd with POTS Transl-Incrm Cost Manual Svc Order	
NRC	
NRC - Disconnect Chg	
Chng Chrg/Request-Incrm Cost-Manual Svc Order-NRC	
<b>LINE INFORMATION DATABASE ACCESS (LIDB) (6)</b>	
LIDB Common Transport per query	
LIDB Validation per query	
LIDB Validation per message	
LIDB Originating Point Code Establishment or Change - NRC	
LIDB - Incremental Cost - Manual Svc Order - NRC	
<b>CCS7 SIGNALING TRANSPORT SERVICE</b>	
CCS7 Signaling Connection, per link (A link) per month	
NRC	



NRC - Disconnect	
CCS7 Signaling Connection, per link (B link) (also known as D link) per month	
NRC	
NRC - Disconnect	
CCS7 Signaling Termination, per STP port per month	
CCS7 Signaling Usage, per ISUP message	
CCS7 Signaling Usage, per TCAP message	
CCS7 Signaling Usage Surrogate, per link per LATA per mo (8)	
CCS7 Signaling - Incremental Cost - Manual Svc Order	
NRC	
NRC - Disconnect	
<b>OPERATIONAL SUPPORT SYSTEMS</b>	
OSS Interactive Ordering and Trouble Maint, Estab, per user per month	
NRC	
OSS OLEC Daily Usage File: Recording, per message	
OSS OLEC Daily Usage File: Message Processing , per message	
OSS Access Daily Usage File: Message Processing , per message	
OSS OLEC Daily Usage File: Message Distribution, per magnetic tape provisioned	
OSS Access Daily Usage File: Message Distribution, per magnetic tape provisioned	
OSS OLEC Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	
OSS Access Daily Usage File: Data Transmission (CONNECT:DIRECT), per message	
<b>OPERATOR CALL PROCESSING</b>	
Oper. Provided Call Handling per min - Using BST LIDB	
Call Completion Access Termination Charge per call attempt	
Oper. Provided Call Handling per min - Using Foreign LIDB	
Call Completion Access Termination Charge per call attempt	
Operator Provided Call Handling, per call	
Fully Automated Call Handling per call - Using BST LIDB	
Fully Automated Call Handling per call - Using Foreign LIDB	
<b>INWARD OPERATOR SERVICES</b>	
Verification, per minute	
Verification and Emergency Interrupt, per minute	
Verification, per call	
Verification and Emergency Interrupt, per call	
<b>DIRECTORY ASSISTANCE SERVICES</b>	
Directory Assist Call Completion Access Svc (DACC), per call attempt	
Call Completion Access Term charge per completed call	
Number Services Intercept per query	
Number Services Intercept per Intercept Query Update	
Directory Assistance Access Service Calls, per call	
Recording cost per announcement	
Loading cost per audio unit	
<b>Directory Transport</b>	
Directory Transport - Local Channel DS1, per month	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	

NRC - Incremental Cost-Manual Svc Order - NRC	
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect	
Directory Transport - Dedicated DS1 Level Interoffice per mile per mo	
Directory Transport - Dedicated DS1 Level Interoffice per facility termination per mo	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
NRC - Incremental Cost-Manual Svc Order - NRC-1 <sup>st</sup>	
NRC - Incremental Cost-Manual Svc Order - NRC-Add'l	
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-1 <sup>st</sup>	
NRC - Incremental Cost-Manual Svc Order - NRC-Disconnect-Add'l	
Switched Common Transport per DA Access Service per call	
Switched Common Transport per DA Access Service per call per mile	
Access Tandem Switching per DA Access Service per call	
DA Interconnection, per DA Access Service Call	
Directory Transport-Installation NRC, per trunk or signaling connection	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>Directory Assistance Database Service (DADS)</b>	
Directory Assistance Database Service cost per listing	
Directory Assistance Database Service, per month	
<b>Direct Access to Directory Assistance (DADAS)</b>	
Direct Access to Directory Assistance Service, per month	
Direct Access to Directory Assistance Service, per query	
Direct Access to Directory Assistance Service, svc estab chg-NRC	
Direct Access to Directory Assistance Service, svc estab chg-NRC-Disc	
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - RCF</b>	
RCF, per number ported (Business Line), 10 paths	
RCF, per number ported (Residence Line), 6 paths	
RCF, per number ported (Business Line), each path	
RCF, per number ported (Residence Line), each path	
RCF, per number ported (Res or Bus Line)	
NRC	
NRC - Disconnect Chg	
RCF, add'l capacity for simultaneous call forwarding, per additional path	
RCF, per service order, per location - NRC - 1 <sup>st</sup>	
RCF, per service order, per location - NRC - Add'l	
RCF, per service order, per location - NRC - Disconnect - 1st	
RCF, per service order, per location - NRC - Disconnect - Add'l	
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>INTERIM SERVICE PROVIDER NUMBER PORTABILITY - DID</b>	



DID per number ported, Residence - NRC	
DID per number ported, Residence - NRC - Disconnect	
DID per number ported, Business - NRC	
DID per number ported, Business - NRC - Disconnect	
DID per service order, per location - NRC - 1st	
DID per service order, per location - NRC - Add'l	
DID per service order, per location - NRC - Disconnect - 1st	
DID per service order, per location - NRC - Disconnect - Add'l	
DID, per trunk termination, Initial	
DID, per trunk termination, Initial - NRC	
DID, per trunk termination, Initial - Disconnect	
DID, per trunk termination, Subsequent	
DID, per trunk termination, Subsequent - NRC	
DID, per trunk termination, Subsequent - Disconnect	
Svc Provider No. Portability - Incremental Cost-Manual Svc Order	
NRC - 1 <sup>st</sup>	
NRC - Add'l	
NRC - Disconnect Chg - 1 <sup>st</sup>	
NRC - Disconnect Chg - Add'l	
<b>ACCESS TO POLES, DUCTS, CONDUITS &amp; RIGHTS OF WAY (9)</b>	
Access to Poles, per pole, per foot, per year	
Access to Conduits, per foot, per year	
Access to Innerduct, per foot, per year	
<b>AIN</b>	
<b>AIN Related Services with mediation, per query</b>	
<b>AIN, per message</b>	
<b>AIN - BellSouth AIN SMS Access Service</b>	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC	
AIN SMS Access Svc - Svc Estab per state, initial setup - NRC - Disconnect	
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC	
AIN SMS Access Svc - Port Connection-Dial/Shared Access - NRC-Disconnect	
AIN SMS Access Svc - Port Connection - ISDN Access - NRC	
AIN SMS Access Svc - Port Connection - ISDN Access - NRC - Disconnect	
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC	
AIN SMS Access Svc - User ID Codes - per User ID Code - NRC - Disconnect	
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC	
AIN SMS Access Svc - Security Card per User ID Code, initial or replacement-NRC - Disconnect	
AIN SMS Access Service - Storage, per unit (100 Kb)	
AIN SMS Access Service - Session, per minute	
AIN SMS Access Service - Co. Performed Session, per minute	
<b>AIN - BellSouth AIN Toolkit Service</b>	
AIN, Service Creation Tools (6)	
Service Establishment Charge, per state, initial setup - NRC	
Service Establishment Charge, per state, initial setup - NRC - Disconnect	
Training Session, per customer - NRC	
Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC	

Trigger Access Charge, per trigger, per DN, Term. Attempt - NRC - Disconnect	
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC	
Trigger Access Charge, per trigger per DN, Off-Hook Delay - NRC - Disconnect	
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - NRC	
Trigger Access Charge, per trigger, per DN, Off-Hook Immediate - Disconnect	
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - NRC	
Trigger Access Charge, per trigger, per DN, 10-Digit PODP - Disconnect	
Trigger Access Charge, per trigger, per DN, CDP - NRC	
Trigger Access Charge, per trigger, per DN, CDP - Disconnect	
Trigger Access Charge, per trigger, per DN, Feature Code - NRC	
Trigger Access Charge, per trigger, per DN, Feature Code - Disconnect	
Query Charge, per query	
Type 1 Node Charge, per AIN Toolkit Subscription, per node, per query	
SCP Storage Charge, per SMS Access Acct, per 100 Kb	
Monthly report - per AIN Toolkit Service Subscription	
Monthly report - per AIN Toolkit Service Subscription - NRC	
Monthly report - per AIN Toolkit Service Subscription - NRC - Disconnect	
Special Study - Per AIN Toolkit Service Subscription	
Special Study - Per AIN Toolkit Service Subscription - NRC	
Call Event Report - per AIN Toolkit Service Subscription	
Call Event Report - per AIN Toolkit Service Subscription - NRC	
Call Event Report - per AIN Toolkit Service Subscription - NRC - Disconnect	
Call Event special Study - per AIN Toolkit Service Subscription	
Call Event special Study - per AIN Toolkit Service Subscription - NRC	
<b>CALLING NAME (CNAM) QUERY SERVICE - DATABASE OWNER</b>	
CNAM, Per Query	
<b>DARK FIBER</b>	
Per each four-fiber dry fiber arrangement, NRC 1 <sup>st</sup>	
Per each four-fiber dry fiber arrangement, NRC Add'l	
Per each fiber strand per route mile or fraction thereof, per month	
<b>SELECTIVE ROUTING</b>	
Per Line or PBX Trunk, each	
Per Line or PBX Trunk, NRC	
Note(s): (1) In states where a specific NRC for customer transfer, feature additions and changes is not stated, the applicable NRC from the appropriate tariff applies. (2) Transmission/usage charges associated with POTS circuit switched usage will also apply to circuit switched voice and/or circuit switched data transmission by B-Channels associated with 2-wire ISDN ports. (3) Access to B Channel or D Channel Packet capabilities will be available only through Bona Fide Request/New Business Request Process. Rates for the packet capabilities will be determined via the Bona Fide Request/New Business Request Process. (4) This rate element is for those states which have a specific rate for User Profile per B Channel. (5) This rate element is for use in those states with a different rate for	

<p>additional minutes of use.</p> <p>(6) BellSouth and CLEC shall negotiate rates for this offering. If agreement is not reached within sixty (60) days of the Effective Date, either party may petition the Florida PSC to settle the disputed charge or charges.</p> <p>(7) This rate element is for those states w/o separate rates for 800 calls with 800 No. Delivery vs. POTS No. Delivery and calls with Optional Complex Features vs. w/o Optional Complex Features.</p> <p>(8) This charge is only applicable where signaling usage measurement or billing capability does not exist.</p> <p>(9) Rates for access to Poles, Ducts, Conduits and Rights-of-Way are negotiated with BellSouth's Competitive Structure Provisioning Center.</p>	
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**EXHIBIT B**

<b>SECTION #</b>	<b>ISSUE –Performance Measures</b>	<b>BST POSITION</b>	<b>ITCD POSITION</b>	<b>PETITION REFERENCE</b>
GTC-3.2	UNE service quality	BST will not agree to provide UNEs equal in quality to that which it provides itself.	ITCD believes UNEs should have a greater service quality standard than end-to-end services.	2
GTC-25	Breach of Contract	BellSouth disagrees with the Breach of Contract language and will not pay liquidated damages.	Performance Measures and guarantees are necessary to insure that all customers receive quality service and that ITCD has a meaningful opportunity to compete in the local telecommunications market.	8(f)
Att2-2.2.3	Service Order Coordination For SL1 Loops	BST does not want to continue to provide service order coordination for SL1 loops. BST will review.	BST is currently providing service order coordination for SL1 Loops and should continue to do so.	2(c)iii
Att2-2.2.5	Dedicated UNE center personnel for loop conversions	BST wants to delete the 2 <sup>nd</sup> paragraph that requires dedicated BST UNE Center personnel to be made available to ITCD during coordinated conversions.	ITCD needs BST UNE Center personnel dedicated to ITCD during coordinated loop conversions in order to ensure that the conversion takes place on schedule.	2(c)(iii and v)
Att2-2.3.1.3	Delivery of unbundled loop and port elements	BST will propose language.	ITCD believes that it should be allowed to deliver each unbundled loop or port element to the ITCD collocation arrangement through any technically feasible and economical hand-off arrangement which ITCD requests. This language is in our current ICA. (Paragraph B.2 – p.4)	2(b)(ii)-(iii)
Att2-2.3.1.4	Parity-unbundled loops	BST will not accept ITCD language that all dedicated transport-based features, functions, service attributes, grades-of-service, install maintenance, and repair intervals which apply to BST's local exchange service shall apply to unbundled loops.	ITCD believes that in order for BST to provide parity of service it must provide an equivalent level of service to ITCD as it provides to its retail service. This language is in our current ICA (Paragraph B.7 – p.4)	2
Att2-2.3.1.5	Parity-unbundled ports	BST will not accept ITCD language that all switch-based features, functions, service attributes, grades-of-service, install maintenance, and repair intervals which apply to BST's local exchange service shall apply to unbundled ports.	ITCD believes that in order for BST to provide parity of service it must provide an equivalent level of service to ITCD as it provides to its retail service. This language is in our current ICA (Paragraph B.8 – p.5)	2
Att2-6.2.2.1	Testing of unbundled sub loops	Unknown	ITCD needs access to the information necessary to provision, maintain and test unbundled sub loops.	2(b)(iv)

SECTION #	ISSUE – Performance Measures	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att6-4.7.1 Att6-4.7.2	Order Flow Through	BST will not agree to the definition of flow through as proposed by ITCD.	Flow through as defined is critical in order for ITCD to be able to provide service equivalent to that which BST provides. BST must provide such flow through in order to be providing parity to ITCD.	2(g)
Att6-4.8.10	Testing/Turn-up results	No. BST will not provide hard copies of pretesting information	ITCD needs all testing and turn up results in support of complex resale services, UNEs and Combinations in order to assess the quality of service it receives from BST and the quality of service that ITCD is providing to its customers.	2(b)(iv)
Att6-4.8.15	Due Dates	No	ITCD needs performance guarantees that BST will meet the due date. BST should waive any NRC if it misses the due date.	1(b)
Att6-4.8.20	Disconnect Charges	BST disagrees with ITCD language	BST should not be permitted to double recover costs	6(c)
Att6-4.8.27	Installation scheduling	BST will provide order coordination for schedule installation on a non-time specific basis until an electronic interface is available to ITCD. BST is reviewing.	ITCD needs electronic access to BST's scheduling system; however, until such electronic access is provided, ITCD needs to be able to schedule installation appointments on line with BST's representatives. In addition, ITCD needs to know whether the installation will be in the a.m. or p.m.	2(c)(iii)
Att6-4.8.28	UNE Testing	BST will provide its best effort to perform cooperative testing of UNEs purchased by ITCD within 2 hours of ITCD's request.	ITCD believes that cooperative testing within 2 hours of ITCD's request is essential in order to identify any performance problems on the UNEs purchased from BST.	2(b)(iv)
Att10	Performance Measures	Unknown	The performance measures and guarantees set forth in Attachment 10 are critical in order for ITCD to provide quality service to its customers, and in order to insure that ITCD has a meaningful opportunity to compete in the local telecommunications market	1

SECTION #	ISSUE - Parity	BST POSITION	ITCD POSITION	PETITION REFERENCE
GTC-2.1	Ordering Procedures and Guidelines	BellSouth is concerned that added language may cause conflicts between the interconnection agreement and the ordering guides.	The Ordering Guides may contain inadequate detail. They may also be changed unilaterally by BST. Attachment 6 deals with ordering and provisioning and should be referenced in addition to the BellSouth Guides.	3(a)
GTC-20.3	Tariff change notification	BST disagrees with ITCD's e-mail notification language.	ITCD wants e-mail notification or a Web Site with a front-end summary that shows what has changed each day, and retains changes for the last 30 days.	2(a)(ii)
Att1-3.7	Customer Choice	Unknown	ITCD believes that the Act was designed to promote competition such that one consumer may subscribe to more than one telecommunications provider.	2(a)(iii)

SECTION #	ISSUE - Parity	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att2-2.2.6	Loops – Prioritization of Clearing troubles	BST is not able to identify an ITCD priority customer and therefore cannot provide the same priority guidelines.	BS must give ITCD high-priority customers the same level of prioritization service that BS provides to its similarly situated retail customer, e.g. a hospital needs a high priority. A governmental agency or a hospital may qualify for higher prioritization and shorter escalation of repair and maintenance time frames.	2(b)(i)
Att2-2.3.1.2	Copper Loop	1) No. 2) No. 3) BST cannot agree with Att 2-3.1.2.1. BST provides ADSL compatible loops, not ADSL Loops. 4) Att 2-3.1.2.1 – 2-3.1.2.3 – BST will not agree to the language if ITCD plans to request loop modifications	1) ITCD should be provided information regarding the engineering of the BST facilities such that ITCD can provide a quality loop to its customers. 2) BST must agree to refund special construction charges when they win-back a customer, or when they reuse the facilities on behalf of another CLEC. 3) BST shall cap the ADSL/HDSL NRC's at SL1 for nondesign and SL2 for design NR rates 4) ITCD will be requesting certain modifications.	1) 2(c)(vii) 2) 2(c)(vix) 3) 6(b) 4) 2(c)(viii)
Att2-2.3.1.6	Resale to UNE conversions	Unknown	BST should not charge when a customer converts its local service to an unbundled network element if BST waives similar charges for any other carrier.	6(e)
Att2-3.1	IDLC Loops	It is not technically feasible for BST to provide IDLC technology to ITCD as a UNE offering.	IDLC technology is required to allow ITCD to provide the same quality of service to ITCD customers as that delivered by BST to its customers.	2(a)(iv)
Att3-5.1	Parity	BST is reviewing	Interconnection shall be equal in quality to that provided by the parties to themselves.	2(a)(v)
Att6-3.3	OSS interface maintenance down-time	Unknown	BST should be required to use its best efforts to perform maintenance and schedule downtime on weekends or at night to allow for the full availability of the OSS interfaces to process orders.	3(c)
Att6-4.2.1	Disconnect & reconnect	Shall use best efforts	ITCD will agree to BST's request to use best efforts to reconnect service within 24 hours provided that in no event its takes longer than 48 hours.	3(h)
Att6-4.8.1	LCSC/UNE Center	BST wants its LCSC and UNE Center to be open from 8-5 p.m. only.	For business customers, 8-5 PM is not sufficient. Longer hours of operation or after hours availability is required. Currently, the UNE center is open until 9:00 p.m.	3(i)
Att6-4.8.2	OSS support availability	BST is reviewing.	A toll free telephone number to BST trained staff must be available to answer questions concerning BST's electronic interfaces.	3(j)
Att6-4.8.9	Referral Intercept Message	BST is reviewing.	ITCD provides all necessary information for BST to provide referral intercept on the orders ITCD submits to BST.	2(a)(vi)

SECTION #	ISSUE - Parity	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att6-4.9.5	Parity	No.	BST shouldn't provide shorter service intervals on winback customers than that received by ITCD customers.	2(a)(vii)

SECTION #	ISSUE - UNE	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att2-1.3	UNE's  1) Should BST provide OC for SL1?  2) Should BST provide extended loops?  3) Should BST provide NXX Testing capability?	1) BST does not want to provide order coordination for SL1 2) BST will not provide extended loops under this interconnection agreement. 3) Unknown	1) ITCD wants order coordination for SL1- it is offered in BST's tariffs and in their cost studies.  2) ITCD currently has numerous customers served via extended loops. ITCD is adding 50 additional physical collocation arrangements, but with BST's time frames and extremely high rates moving these customers will take a long time with substantial costs to ITCD. 3) It is important for ITCD to have the same testing functionality as BST, in order to provide quality service to ITCD's customers.	1) 2(c)(iii)  2) 2(b)(ii and iii)  3) 2(c)(i)
1) Att2-2.2.2.1 2) Att2-2.2.2.8	What time frames should be adopted for cutovers?  Should BST reimburse ITCD for modifications to its orders after ITCD provides an FOC?	1) BST contends that the installation interval must be contingent upon the number of loops involved. 2) OK Subject to check	1) All loops should be cutover within 15 minutes, so customers are transferred between ITCD and BST as smoothly and efficiently as possible. 2) ITCD wants section 2.2.2.8 and section 2.2.2.9 to be reciprocal. This requirement is identical to that which BST has required of ITCD.	2(c)(ii)  2(c)(x)
Att2-2.2.2.2	If a coordinated cutover is delayed, should the responsible party pay the reasonable labor charges of the other party?	No.	This is in our current agreement. ITCD believes that this language is appropriate, because it encourages the parties to meet scheduled cutover dates and times which benefits the end user.	2(c)(iv)
Att2-2.3.1.7	Should BST provide extended loops?	No.	2.3.1.7 is in our current agreement (B.14-p.6) ITCD should have continued access to those UNEs which it is using to provide service to customers today under the existing ICA.	2(b)(ii) and (iii)



SECTION #	ISSUE - UNE	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att2-2.3.1.8	Should BST refrain from hindering ITCD's deployment of IDLC?	BST contends that this requirement is unnecessary.	This language is in our current agreement. (B.15-p.6)	2(c)(xi)
Att2-7.0	Local switching-monitoring and configuration of the customer	BST is investigating.	ITCD needs to know the operating, administrative, maintenance and provisioning procedures.	2(c)(xii)
Att2-7.2.1.15	211 and 611 calls	BST is reviewing.	ITCD needs to be able to offer the same 211 and 611 call functions to its customers that BST offers to its retail customers.	2(c)(xiii)
Att2-1.1	Special Construction Costs	No.	ITCD should be able to receive a refund of special charges it paid to BST to improve loop facilities when BST reuses the facilities for a winback or to provide to another CLEC.	2(c)(ix)
Att6-4.9.1 Att6-4.9.2 Att6-4.9.3 Att6-4.9.4	UNE Conversions	The service testing requested by ITCD is not needed.	This language is needed because BST has in some cases continually delayed cutovers three and four times for one customer. It also prevents customer outages and problems with cutovers.	2(c)(xiv)
Att2-7.2.1.4	Call Treatment	BST is reviewing	ITCD should be permitted to choose customized call treatment via its or BST's AIN Platforms. This is in the parties existing ICA.	2(c)(xv)
Att2-7.2.1.13	Performance data for traffic characteristics, etc.	BST is reviewing	The rate should be as specified in Attachment 11.	2(c)(xvi)
Att2-2.2.7 Att2-2.2.8	Testing and dispatch charges	BST is reviewing whether it will reimburse ITCD for additional costs incurred by ITCD to isolate the cause of the trouble already addressed.	ITCD believes that it should not be responsible for testing and dispatch charges where the trouble is found outside of the ITCD network.	2(c)(vi)

SECTION #	ISSUE – White Page Listings	BST POSITION	ITCD POSITION	PETITION REFERENCE
GTC – 4.1	WHITE PAGE LISTING  Should BST provide ITCD's listings to 3 <sup>rd</sup> party directory publishers as BST does for its own retail listings?	BST does not believe this should be included in the ICA but is willing to provide the listings to independent publishers.	ITCD has requested that BST provide ITCD's listings to third party publishers. ITCD will sign a Letter of Authorization giving BST permission to do so. If BST requires ITCD to pay for this service the rate and term for such service should be addressed in the ICA and must be cost based.	2(d)

SECTION #	ISSUE - Numbering	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att3-2.0	Audits for local & toll traffic. Who pays for an audit?	BST is reviewing	The party seeking the audit should pay for it.	7(b)(iv)
Att5-2.5.1	SS7 TCAP Messages	BST is reviewing	The parties should exchange SS7 TCAP messages with each other. This is in the current ICA.	2(e)
Att5-2.6 Att5-2.6.1 Att5-2.6.2 Att5-2.6.3	LNP customer procedures	BST contends the requirement is not necessary.	Procedures to coordinate LNP cutovers are necessary to ensure that service outage does not occur.	2(f)

SECTION #	ISSUE – Reciprocal Compensation	BST POSITION	ITCD POSITION	PETITION REFERENCE
GTC-43 Definition "Local Traffic"	What is the appropriate definition of Local Traffic?	BST proposed language which specifically excludes ISP traffic.	For purposes of reciprocal compensation calls to ISPs are to continue to be treated as local traffic.	3
GTC-56 Definition "Reciprocal compensation"	What is the appropriate definition of Reciprocal compensation?	BST does not agree with ITCD's definition of Reciprocal Compensation.	For purposes of reciprocal compensation calls to ISPs are to continue to be treated as local traffic.	3
Att3-6.0 Att3-6.1 Att3-6.2	Should ISP traffic be included in Reciprocal Compensation?	No.	For purposes of reciprocal compensation calls to ISPs are to continue to be treated as local traffic.	3

SECTION #	ISSUE - OSS	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att6-1.1	<p>1) Should BST be required to provide ordering and provisioning services to ITCD that are equal in quality to that which BST provides to itself, affiliates, subsidiary, or any other ILEC</p> <p>2) Should BST provide training where it modifies or changes the OSS systems available to ITCD? If so, what should be the charge?</p> <p>3) Ordering Guides</p>	<p>1) BST will provide ordering and provisioning services that are equal to BST, any affiliates, subsidiaries or CLECs "where technically feasible."</p> <p>2) BST agrees to make training available to ITCD, but it is unclear whether BST intends to charge for such training.</p> <p>3) BST wants its ordering guides to control the ordering/provisioning processes. In addition, BST contends that posting changes on its Internet Web Page is sufficient.</p>	<p>1) ITCD believes that BST is required to provide nondiscriminatory access to ordering/provisioning services without any qualifications.</p> <p>2) ITCD must have hands on training when BST makes changes to OSS interfaces. ITCD believes that two free seats should be made available for such training.</p> <p>3) BST must provide advance notice of any changes to its ordering guides via e-mail or other electronic means and such notice shall allow ITCD at least 45 days to make changes to its systems. In no event shall BST be released from the requirements set forth in Attachment 10 – Performance Measures.</p>	<p>1) 2</p> <p>2) 2(a)(ii)</p> <p>3) 2(a)(ii)</p>
Att6-1.13 Att6-3.1	CSR parsing	<p>BST will check to see if it can provide ITCD with the information it needs to parse a CSR.</p> <p>NOTE: EDI-PC is not Y2K compliant, thus it will not be offered after 1999.</p>	<p>Absent an integrated EDI pre-ordering/ordering interface, ITCD needs to be able to parse a CSR in order to electronically input the CSR data into ITCD's ordering system.</p>	2(a)(i)
Att6-1.9.1	ATIS/OBF business rules	BST disagrees with the language requiring it to follow the business rules set forth by ATIS and the OBF.	ITCD believes that both parties should follow the ATIS and OBF business rules for the interfaces in order to comply with national standards and to ensure that BST does not make unilateral changes to the business rules.	3(b)
Att6-1.15.1 – Att6-1.15.12	USOC/FID information	BST wants to delete this language.	ITCD needs access to USOC, FID and state validity information in a downloadable format, so that ITCD can incorporate this information into its back office systems. This information is critical to ITCD's ability to submit correct orders to BST.	3(d)
Att6-1.21	Notification of Disconnects	Unknown	ITCD needs notification for disconnects/winbacks. ITCD needs such notification to track its orders and to know when to start and stop billing its customers. Currently, ITCD receives OUT PLOC reports from BST. ITCD wants to continue to receive the OUT PLOC report	3(e)
Att6-2.1.1	Retaining interface versions	BST is reviewing	ITCD must keep the sentence that BST maintain the current and one previous release of an electronic interface. Discontinuing an electronic interface without sufficient notice would have a severe impact on ITCD's ability to operate.	3(f)

SECTION #	ISSUE - OSS	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att6-2.2	Discontinuance of Interfaces	Unknown.	ITCD must have at least 90 days advance notice of BST's intention to discontinue an OSS interface.	3(g)
Att6-4.3	What information should the FOC include?	BST will only agree to provide the due date on the FOC.	ITCD believes that an FOC should include the due date, PON, telephone number, local service request number, service order number, and all the data as defined by the OBF and BST's ordering guides.	3(k)
Att6-4.8.3.3	Regional Street address guide (RSAG)	Unclear. BST is considering this issue.	ITCD needs a download of the RSAG data in order to incorporate the valid addresses into its back office systems to ensure that the correct address is submitted on each order. In addition, ITCD needs the RSAG in order to check the availability of facilities at the customer's location. This information is necessary since no pre-ordering interface is integratable with the EDI ordering interface.	2(a)(i)
Att6-4.8.3.4	MSAG	BST will provide the MSAG database to ITCD, but does not agree to update it on a daily basis.	ITCD needs the MSAG database updated each time the MSAG is changed.	2(a)(i)
Att6-4.8.8	Notification of customer departure	Unknown.	ITCD needs such notification in order to prevent double billing. ITCD currently receives a report on disconnects.	3(e)
Att6-4.8.16	Escalation procedures/contacts	BST does not believe that escalation procedures and contacts for resolving ordering and provisioning problems are necessary.	ITCD believes that escalation procedures and contacts are needed given the number of ordering/provisioning problems experienced by ITCD. ITCD believes that the parties should jointly develop escalation procedures.	3(l)
Att6-5.2	Repair Monitoring	Unclear.	ITCD believes that this repair language is needed and is appropriate. ITCD needs this level of repair information in order to track the status of the repair, and in order to keep ITCD's customers informed.	3(m)
Att6-5.3 Att6-5.3.1 Att6-5.3.2	Repair Monitoring	Unclear.	ITCD needs the ability to submit and monitor a repair request in the absence of a working electronic repair interface. Thus, ITCD needs language regarding the procedures to be used in such cases. In addition, ITCD needs priority handling, expedite and escalation procedures for its high priority customers (ex: hospitals).	3(m)
Att6-5.6	Parity of repair service	Unknown	BST should provide repair and maintenance service at parity to that which it provides to itself. BST service technicians should be trained to follow the procedures described in the ICA with regard to their communication with ITCD customers.	3(n)
Att6-5.13	Authorization to perform additional repair work that has not been authorized by ITCD	BST is reviewing	ITCD should not be billed for work performed that was not requested nor approved by ITCD.	3(o)

SECTION #	ISSUE – Collocation	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att4-6.4	Cageless Collocation	Unclear. BST is reviewing.	Cageless Collocation is required by the FCC's recent Advanced Services Order.	4(a)
Att4	Compensation for use of ITCD Collocation space	No.	BST should compensate ITCD when BST collocates in ITCD's collocation space at the same rates, terms and conditions that apply to ITCD when it collocates in BST's space.	4(b)
Att4-11	Security	Unclear.	The same security procedures should be applied to ITCD as that which BST applies to itself and its agents and third party contractors.	4(c)
Att4-1.2.1	Space Reclamation	BST should be able to reclaim collocation if BST believes that ITCD is not fully utilizing such space.	BST should not be permitted to reclaim space which belongs to ITCD. ITCD will sublease space where appropriate.	4(d)

SECTION #	ISSUE – Local Interconnection	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att3-1.1	Local Interconnection outlines how the parties exchange, and account for different traffic.	BST is reviewing this language	Defines local traffic for purposes of interconnecting the parties' network. This language is in our current agreement.	5
Att3-1.3.1	Methods of Interconnection	Unknown- BST is reviewing this language.	This language is in our current agreement and specifies the different methods of interconnection.	5
Att3-1.5.1	Reconfiguration charges	Unknown- BST is reviewing this language	This language is in our current agreement and provides that neither party will charge the other reconfiguration charges for new installations at existing interconnection points.	5
Att3-1.5.2	Network redesigns	Unknown- BST is reviewing this language	This language is in our current agreement. BST will absorb any applicable NRC's incurred as a result of network redesigns that are initiated by BST to its own network.	5
Att3-1.5.3	Installation, monitoring, testing and repair	BST wants to move this language to Att-6.	ITCD believes that it should be in Att3-1.5.3 and 1.5.4	5
Att3-1.6.1	SONET Engineering	Unknown – BST is reviewing this language	This language is in ITCD's current ICA. It covers the engineering for SONET.	5
Att3-1.7.4	Interconnection activation date in new LATAs	Unknown- BST is reviewing this language.	This section specifies the activation date for each new LATA for the interconnection point.	5
Att3-3.2.1 – Att3.3.2.1.4	Trunking options	BST is reviewing.	This language is in our current agreement. This specifies the types of trunking available to the parties.	5
Att3-3.3	Local Tandem Interconnection	BST is reviewing	This language is in our current agreement and concerns local tandem interconnection.	5

SECTION #	ISSUE – Local Interconnection	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att3-3.6	Trunk Groups	BST is reviewing	This language is in our current agreement. This section ensures that the Parties work to make sure that traffic flows between the Parties and that the Parties maintain trunk groups appropriately.	5
Att3-3.9	Traffic routing	BST is reviewing	This language is in our current agreement. This ensures that the Parties are able to employ the least costly method of routing traffic.	5
Att3-4.2	Traffic exchange	BST is reviewing	This language is in our current agreement. This ensures that upon executing this agreement, neither party shall be charged a reconfiguration or disconnect NRC when establishing traffic exchange agreements.	5
Att3-4.3	Cross connect fees	BST is reviewing	This language is in our current ICA. ITCD does not believe BST should impose cross connect fees where ITCD accesses 911 or E-911, reciprocal traffic exchange trunks, and network platform services, through a collocation arrangement at the BST wire center.	5
Att3-4.7.1 Att3-4.7.2	Both parties provide each other forecasts that are binding w/ penalties.	Bell is reviewing	ITCD has proposed Binding forecasts w/liquidated damages for failure to comply.	5
Att3-4.8	Common Channel Signaling	BST is reviewing.	This language is in our current agreement and deals with Common Channel Signaling.	5
Att3-4.8.1	A and B link connections	BST is reviewing.	This language is in our current agreement and concerns the treatment of A and B link connections and the charging for such connections.	5
Att3-7.0	Exchange Access Traffic	BST is reviewing	This language is in our current agreement and concerns the transmission and routing of exchange access traffic	5
Att3-8.0 – Att3-8.5	NXX Translations	BST is reviewing	This language is in our current agreement and concerns NXX translations. ITCD has experienced problems with BST improperly loading its NXX codes. ITCD needs access to the same testing platforms that BST uses such that ITCD can provide quality service to its end users.	5
Att3-10.0 – Att3.10.1	Transit Traffic	BST is reviewing	This language deals with the delivery of traffic between ITCD, BST and a third party.	5

SECTION #	ISSUE – Rates and Charges	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att11	OSS Charges	BST is permitted to recover its costs for OSS. BST offers a regional rate of \$3.50 for electronic orders and \$22.00 for manual orders or the OSS rates as ordered by the applicable state PSC.	Each Party should pay its own OSS costs, which means we pay for our system and BST pays for theirs.	6(a)
Att1-3.14	Resale	BST wants to add a 3.14, stating that all costs of resale are to be recovered.	ITCD can not agree to this language, which gives BST wide discretion with regard to recovery of costs associated with resale offerings.	6(f)
Att1-11.5	Franchise Fees	BST wants franchise fees in the ICA.	ITCD can not agree to the franchise fees language. Tax language is contained in section 13 of the GTC.	8(e)
Att11	Rates and Charges	Unknown	ITCD believes that all rates and charges should be set at TELRIC cost based rates, as required by the Supreme Court	6(a-b,d)

SECTION #	ISSUE - Billing	BST POSITION	ITCD POSITION	PETITION REFERENCE
Att7-1.1 Att7-1.9	Should BST be required to provide sufficient billing detail to enable ITCD to verify charges?	Unknown.	Bills must contain sufficient information to enable ITCD to verify charges. Sufficient billing detail includes the items purchased, quantity and price, at a minimum.	7(a)
Att7-4.14	Should the Party responsible for not delivering access usage data in a timely manner be liable for lost revenue?  How should the parties arrive at a reasonable estimate of the lost access data?	1) BST would like to strike this language. 2) BST is reviewing.	1) This language is reciprocal and the Parties already operate under the current agreement with this understanding. [See sections D9 and D10]. ITCD has obligations, as does BST, in ensuring that access usage records are provided in a timely manner. 2) Again, this language comes from the Parties current agreement. This specifies how the Parties will arrive at an estimate where access usage data has been destroyed.	7(b)  7(b)(i)
Att3-9.0	What procedures should be used for meet point billing?	BST is reviewing	Meet point billing – This language concerns how the Parties will bill IXCs and associated billing practices and guidelines. This language comes from both the current agreement and BST's proposed template.	7(b)(ii)
Att7-Exhibit A 2.1	What constitutes relevant information?	BST will review what information is required and provide clarification.	ITCD needs a better understanding of what BST requires for the Access Daily Usage File.	7(b)(iii)



SECTION #	GENERAL ISSUES	BST POSITION	ITCD POSITION	PETITION REFERENCE
GTC-11	Does ITCD have the right to pursue any & all legal remedies before any legal or regulatory authority? Is it unconscionable to attempt to limit by contract the remedies afforded by law to ITCD?	BST wants to place limits on the process by which ITCD may seek recourse.	ITCD believes that the parties should not be limited by contract as to where they can file for legal recourse.	8(a)
GTC-11	Should the losing party bear the cost of the legal proceeding?	No.	This provision is in our current agreement. This provision would prevent frivolous claims.	8(b)
GTC - 6.3	Limitation of Liability	BST contends that it wants to limit liability because it does not want any actions taken in reliance on their reasonable interpretation of the agreement to be held to be an act of willful misconduct.	The parties should not be required to limit their liability for acts of gross negligence or willful misconduct per Georgia Law.	8(c)
GTC-16.1	Do the FCC Rule 51.809 & the recent Supreme Court Order permit ITCD to pick any "individual" rate, term or condition from an approved interconnection agreement?	No. ITCD must take all interrelated terms, rates and conditions if it chooses to utilize the interconnection agreement of another CLEC.	The Act requires that ITCD should be able to adopt any individual network element, service interconnection, and rate, term or condition contained in the interconnection agreement of another CLEC.	8(d)
GTC-13.1	Which company's tax language is appropriate?	BST believes tax language is necessary.	ITCD does not believe that tax liability language is required. However, if the Commission believes it is necessary, ITCD believes the parties should simply state that they will abide by state and federal rules and regulations.	8(e)