

LAW OFFICES
MESSER, CAPARELLO & SELF
A PROFESSIONAL ASSOCIATION

215 SOUTH MONROE STREET, SUITE 701
POST OFFICE BOX 1876
TALLAHASSEE, FLORIDA 32302-1876
TELEPHONE: (850) 222-0720
TELECOPIERS: (850) 224-4359; (850) 425-1942
INTERNET: www.lawfla.com

January 21, 2000

RECEIVED-FPSC
00 JAN 21 PM 4:01
RECORDS AND
REPORTING

BY HAND DELIVERY

Ms. Blanca Bayo, Director
Division of Records and Reporting
Room 110, Easley Building
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, Florida 32399-0850

Dear Ms. Bayo:

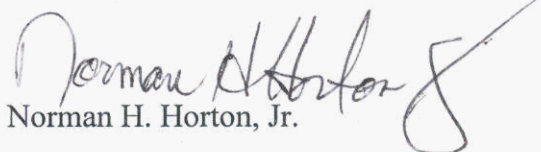
000072-TP

Enclosed for filing are an original and fifteen copies of e.spire Communications, Inc.'s Petition for Arbitration.

Please acknowledge receipt of these documents by stamping the extra copy of this letter "filed" and returning the same to me.

Thank you for your assistance with this filing.

Sincerely,


Norman H. Horton, Jr.

NHH/amb

Enclosure

cc: James C. Falvey
Parties of Record

RECEIVED & FILED


FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE
00951 JAN 21 8
FPSC-RECORDS/REPORTING

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In the Matter of)

Petition by e.spire Communications, Inc.,)
On Behalf of Itself and Its Operating)
Subsidiaries in Florida, for Arbitration)
of an Interconnection Agreement with)
BellSouth Telecommunications, Inc.)
Pursuant to Section 252(b) Communications)
Act of 1934, as Amended.)

Docket No.: 000072
Filed: January 21, 2000

PETITION FOR ARBITRATION

e.spire Communications, Inc. and its local exchange operating subsidiaries in Florida¹ (collectively, "e.spire"), pursuant to Section 252(b) of the Communications Act of 1934, as amended (the "Communications Act"), hereby file this Petition for Arbitration (the "Petition") seeking resolution of certain issues arising between e.spire and BellSouth Telecommunications, Inc. ("BellSouth") in the negotiation of an interconnection agreement. In support of this petition, e.spire states as follows:

¹ These subsidiaries include American Communication Services of Jacksonville, Inc., American Communication Services of Tampa, Inc., ACSI Local Switched Services, Inc., and ACSI Network Technologies, Inc.

I. DESIGNATED CONTACTS

1. All communications and submissions in this proceeding, including but not limited to, correspondence, notices, inquiries, and orders, should be served upon the following designated contacts for e.spire:

Norman H. Horton
MESSER CAPARELLO & SELF
215 S. Monroe Street, Suite 701
Tallahassee, FL 32302-1876
(850) 222-0720
(850) 224-4359 (facsimile)

with a copy to:

Brad E. Mutschelknaus
Enrico C. Soriano
John Heitmann
Kelley Drye & Warren LLP
1200 19th Street, N.W., Fifth Floor
Washington, D.C. 20036
(202)955-9600
(202) 955-9792 (facsimile)

and to:

Riley M. Murphy
James M. Falvey
e.spire Communications, Inc.
133 National Business Parkway
Suite 200
Annapolis Junction, Maryland 20701
(301) 617-4200
(301) 361-4279 (facsimile)

2. BellSouth's General Attorney in Florida is:

Nancy B. White
BellSouth Telecommunications, Inc.
150 South Monroe Street, Room 400
Tallahassee, FL 32301
(305) 347-5558

The lead negotiating attorney at BellSouth is:

Parkey Jordan
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Atlanta, GA 30375

II. STATEMENT OF FACTS

3. e.spire Communications, Inc. is a publicly traded Delaware corporation, having its principal place of business at 133 National Business Parkway, Suite 200, Annapolis Junction, Maryland 20701. e.spire Communications, Inc., through its operating subsidiaries, provides or is authorized to provide competitive circuit-switched local exchange and exchange access services in 32 markets in 20 states, and packet-switched and interexchange services virtually nationwide.

4. BellSouth is an incumbent local exchange carrier ("ILEC") in Florida, as defined by the Communications Act. *See* 47 U.S.C. § 252(h). Within its operating territory, BellSouth has, at relevant times, been a monopoly provider of telephone exchange service.

5. Pursuant to the Communications Act, BellSouth is required to provide to requesting telecommunications carriers, through negotiation or otherwise, interconnection, access to unbundled network elements ("UNEs"), collocation, number portability, dialing parity, access to rights-of-way, reciprocal compensation, and resale, among other things. *See* 47 U.S.C. §§ 251(b)-(c). The terms and conditions of interconnection must comply with the provisions of Sections 251 and 252 of the Communications Act. *See* 47 U.S.C. § 251(c). Section 252(d) governs the pricing of UNEs, interconnection, reciprocal compensation, and resale services.

6. On July 25, 1996, BellSouth and e.spire entered into an interconnection agreement (the "Interconnection Agreement"). This Commission subsequently approved the Interconnection Agreement. The Interconnection Agreement was for an initial term of two years but subsequently was extended by BellSouth and e.spire until December 31, 1999. BellSouth and e.spire have agreed to continue to operate pursuant to the terms of the Interconnection Agreement until such time as a new interconnection agreement is approved. The new interconnection agreement will be retroactive to January 1, 2000.

7. In anticipation of the expiration of the Interconnection Agreement and pursuant to the terms of the Interconnection Agreement, BellSouth provided to e.spire a request for negotiation of a new interconnection agreement. Attached to that request was a copy of the proposed BellSouth boilerplate interconnection agreement from which the parties would commence interconnection negotiations. By agreement of both BellSouth and e.spire, the negotiations were deemed to have commenced on August 17, 1999, resulting in a state commission arbitration window opening on December 30, 1999, and closing on January 24, 2000. A copy of the letter memorializing this agreement is attached hereto and incorporated herein by reference as *Exhibit 1*.

8. Subsequent to e.spire's receipt of BellSouth's request for negotiation, e.spire and BellSouth held numerous meetings, both in person and by telephone, to discuss the rates, terms and conditions pursuant to which BellSouth would provide to e.spire interconnection, access to UNEs, and collocation, among other things. As a result of these good faith negotiations, BellSouth and e.spire reached agreement on many of the issues raised. However, BellSouth and e.spire did not reach agreement on a number of other issues. Consequently, e.spire is filing the

instant Petition pursuant to Section 252 of the Communications Act to address the issues that remain unresolved

III. JURISDICTION AND APPLICABLE LAW

9. Under the Communications Act, parties to an interconnection negotiation have the right to petition the relevant state commission for arbitration of any open issue whenever negotiations between them fail to yield an agreement. *See* 47 U.S.C. § 252(b). Either party may seek arbitration during the period between the 135th day and the 160th day, inclusive, after the date the ILEC received the request for negotiation. *Id.*

10. Because BellSouth and e.spire have agreed that the request for negotiation was initiated on August 17, 1999, the statutory arbitration window opened on December 30, 1999, and closes on January 24, 2000. Accordingly, this Petition is timely filed. Section 252(b)(4)(C) of the Communications Act requires that the Commission conclude the resolution of any unresolved issues within nine (9) months after the request for interconnection negotiation was initiated. 47 U.S.C. § 252(b)(4)(C). Consequently, unless the parties waive the deadline, the Commission must conclude this arbitration no later than May 17, 2000.

11. The Federal Communications Commission (the “FCC”) established the appropriate standard for arbitration under Sections 251 and 252 of the Communications Act in *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order (rel. Aug. 8, 1996) (*Local Competition Order*). Pursuant to the *Local Competition Order*, the Commission must do the following in an arbitration: (1) ensure resolution and conditions satisfying Section 251 of the Communications Act, including the regulations promulgated by the FCC; and (2) establish rates for interconnection and UNEs according to Section 252(d) of the Communications Act.

12. 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 Communications Act. Notably, Section 251(c)(3) of the Communications Act, which requires that an implementation schedule be prescribed, is inapplicable because e.spire and BellSouth already have implemented interconnection pursuant to their existing Interconnection Agreement.

13. Section 251(b) of the Communications Act, 47 U.S.C. § 251(b), states that 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.

14. Section 251© of the Communications Act 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.

15. Section 252(d) of the Communications Act 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) of the Communications Act 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 [(iii)] 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).

IV. ARBITRATION ISSUES AND POSITIONS OF THE PARTIES

16. The unresolved issues between e.spire and BellSouth, and BellSouth’s and e.spire’s respective positions as to each unresolved issue, are detailed below (see also e.spire’s proposed issues matrix, which is attached hereto and incorporated herein by reference as *Exhibit 2*). Due to the imminent close of the statutorily prescribed arbitration window, e.spire is compelled to seek arbitration of a number of issues which remain under discussion between BellSouth and e.spire. e.spire remains hopeful that some or all of these issues will be resolved prior to hearing, either through continued negotiations or Commission mediation. Attached hereto and incorporated herein by reference as *Exhibit 3* is a “dummy” interconnection agreement which highlights the remaining unresolved issues between the parties.

General Terms and Conditions – Part A

Issue 1 [GT&C § 18; GT&C Part B, § 1.64; Att. 9]: Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?

e.spire's Position:

Yes. Performance measures are an invaluable tool for e.spire because they make it possible for e.spire to identify failures by BellSouth to meet its obligations under the interconnection agreement. However, performance measures have little meaning if they identify breaches but do not provide a mechanism for curing such breaches. In e.spire's experience over the past two years, the lack of an immediate adverse consequence for a failure to perform encourages BellSouth nonperformance. In addition, seeking judicial or regulatory resolution of such breaches is impractical. Having to litigate such failures to perform time and again is time consuming and costly. Moreover, it constitutes a poor use of scarce resources. Accordingly, any failure on the part of BellSouth to meet or otherwise comply with the provisioning intervals prescribed in the interconnection agreement for UNEs, resale services, frame relay interconnection, and interconnection trunks, or to provide service at parity to e.spire as measured by the performance measurements set forth in the interconnection agreement should constitute a specified breach which will trigger the automatic payment by BellSouth of liquidated damages to e.spire. e.spire has proposed to BellSouth that the parties incorporate into the interconnection agreement

the system of self-executing remedies adopted by the Texas PUC for application to SWBT/SBC.

BellSouth's Position:

No. BellSouth maintains that there should be no self-executing remedies for breach of specified performance standards.

Issue 2 [Att. 1 § 34.4, Att. 3 § 6.6.2]: Should FCC and Commission orders which are "effective" or "final and non-appealable" be incorporated into the agreement?

e.spire's Position:

The agreement should be reformed when changes in applicable law become "effective."

BellSouth's Position:

The agreement should be reformed when changes in applicable law become "final and non-appealable."

Issue 3 [§ 49]: Should a "fresh look" period be established which permits customers subject to BellSouth volume and term service contracts to switch to e.spire service without imposition of early termination penalties?

e.spire's Position:

Yes. Prior to the advent of competition, BellSouth was very successful in signing many end users to long-term contracts. Without a "fresh look" period, these customers are unable to switch to another carrier, without incurring significant penalties, to take advantage of competitive alternatives. Often, the termination penalties imposed are quite stiff. e.spire submits that customers should have the option of selecting a carrier other than BellSouth when such carriers enter the local telecommunications market.

Thus, a “fresh look” provision should be included in the interconnection agreement.

BellSouth’s Position: Unknown at this time.

Issue 4 [§ 50.2]: Should BellSouth provide intraLATA toll service to e.spire local exchange service customers on the same basis that it provides intraLATA toll services to all customers of BellSouth local exchange services?

e.spire’s Position: Yes. BellSouth must allow e.spire’s telephone exchange customers to select BellSouth as their intraLATA toll service provider, and BellSouth must provide this service in a nondiscriminatory manner.

BellSouth’s Position: No. BellSouth will not allow e.spire’s telephone exchange customers to presubscribe to BellSouth’s intraLATA toll unless they also subscribe to BellSouth’s telephone exchange service.

General Terms and Conditions – Part B

Issue 1 [GT&C § 18; GT&C Part B, § 1.64; Att. 9]: Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?

e.spire’s Position: Yes. Performance measures are an invaluable tool for e.spire because they make it possible for e.spire to identify failures by BellSouth to meet its obligations under the interconnection agreement. However, performance

measures have little meaning if they identify breaches but do not provide a mechanism for curing such breaches. In e.spire's experience over the past two years, the lack of an immediate adverse consequence for a failure to perform encourages BellSouth nonperformance. In addition, seeking judicial or regulatory resolution of such breaches is impractical. Having to litigate such failures to perform time and again is time consuming and costly. Moreover, it constitutes a poor use of scarce resources. Accordingly, any failure on the part of BellSouth to meet or otherwise comply with the provisioning intervals prescribed in the interconnection agreement for UNEs, resale services, frame relay interconnection, and interconnection trunks, or to provide service at parity to e.spire as measured by the performance measurements set forth in the interconnection agreement should constitute a specified breach which will trigger the automatic payment by BellSouth of liquidated damages to e.spire. e.spire has proposed to BellSouth that the parties incorporate into the interconnection agreement the system of self-executing remedies adopted by the Texas PUC for application to SWBT/SBC.

BellSouth's Position:

No. BellSouth maintains that there should be no self-executing remedies for breach of specified performance standards.

Issue 5 [Att. 1 §§ 1.69, 1.92, 1.99, 1.100; Att. 3 §§ 6.1.1, 6.1.2, 6.1.3, 6.10]: Should the definition of "local traffic" include dial-up calling to modems and servers of Internet Service Providers ("ISPs") located within the local calling area?

e.spire's Position:

Yes. The definition of "local traffic" should include dial-up calls to ISP servers and modems located within the local calling area. Because ISP-bound calls constitute "local traffic," they are subject to reciprocal compensation.

BellSouth's Position:

No. BellSouth maintains that calls to ISPs are not local calls to which reciprocal compensation should apply.

Issue 6 [Att. 1§ 1.111; Att. 3 § 6.8.1]: Should the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include Voice-over-Internet Protocol ("VOIP") transmissions?

e.spire's Position:

No. The FCC has previously ruled that enhanced service providers, including ISPs, are end-users for purposes of access charges and are, therefore, exempt from them. VOIP transmissions which are carried by ISPs fall within this exemption. Consequently, VOIP transmissions should not be included within the definition of "Switched Exchange Access Service" or "Switched Access Traffic."

BellSouth's Position:

BellSouth proposes that the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include IP telephony.

Issue 7 [§ 1.113]: Should e.spire's local switch be classified as both a tandem and end office switch for purposes of billing reciprocal compensation?

e.spire's Position:

Yes. e.spire's local switch provides the same coverage as BellSouth's end office and tandem switches provide in combination. Thus, e.spire's local switch should be defined in a manner that recognizes its overall functionality.

BellSouth's Position:

No. BellSouth maintains that e.spire's local switch should be classified exclusively as an end office switch regardless of its overall functionality.

Attachment 1 – Resale

Issue 8 [Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?

e.spire's Position:

Yes. BellSouth should lower the rates it charges for manual submission of orders. As an alternative, however, BellSouth should revise its "threshold billing plan" to take into account e.spire's transition to electronic order

submission, as well as to exclude from computation those services for which electronic interfaces are not available.

BellSouth's Position: BellSouth opposes revisions to its threshold billing plan.

Attachment 2 – Network Elements

Issue 9 [§ 1.8]: Should BellSouth be required to provide reasonable and nondiscriminatory access to unbundled network elements ("UNEs") in accordance with all effective rules and decisions of the FCC and this Commission?

e.spire's Position: Yes. Pursuant to Sections 251 and 252 of the Communications Act, BellSouth is required to provide reasonable and nondiscriminatory access to UNEs, in accordance with all effective rules and decisions issued by the FCC and this Commission.

BellSouth's Position: Unknown at this time.

Issue 10 [§ 1.9]: Should BellSouth be required to provide e.spire with access to existing combinations of UNEs in BellSouth's network at UNE rates?

e.spire's Position: Yes. Consistent with FCC Rule 51.315(b) and the FCC's *UNE Remand Order*, BellSouth is required to provide e.spire with access to existing combinations of UNEs in BellSouth's network at UNE rates.

BellSouth's Position: Unknown at this time.

Issue 11 [§ 1.10]: Should BellSouth be required to provide access to enhanced extended links ("EELs") at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff?

e.spire's Position:

Yes. Pursuant to the FCC's *UNE Remand Order*, the *UNE Remand Supplemental Order*, and FCC Rule 315(b), BellSouth is required to provide access to EELs at UNE rates where the loop and transport elements are currently combined. This includes cases where the functions are purchased through BellSouth's special access tariff. In addition, upon request, BellSouth is obligated to convert special access circuits to EELs at UNE prices amounting to the sum of Commission-approved, cost-based rates for the individual UNEs, or such lower "combination" rate established by the Commission

BellSouth's Position:

Unknown at this time.

Issue 12: If BellSouth provides access to EELs at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff, should e.spire be entitled to utilize the access service request ("ASR") process to submit orders?

e.spire's Position:

Yes, e.spire should be allowed to submit EEL orders (*i.e.*, conversion of special access circuits to EELs) via the ASR process.

BellSouth's Position:

Unknown at this time.

Issue 13 [§ 1.10]: If e.spire submits orders for EELs, should BellSouth be required to make the resultant billing conversion within 10 days?

e.spire's Position: Yes. BellSouth should make the resultant billing conversion within 10 days of converting a special access circuit to an EEL.

BellSouth's Position: Unknown at this time.

Issue 14 [§ 1.10]: Should BellSouth be prohibited from imposing non-recurring charges other than a nominal service order fee for EEL conversions?

e.spire's Position: Yes. BellSouth should be prohibited from assessing unnecessary non-recurring charges, other than a nominal service order fee, for converting special access circuits to EELs.

BellSouth's Position: Unknown at this time.

Issue 15 [§ 2.2.1]: Should the parties utilize the FCC's most recent definition of "local loop" included in the UNE Remand Order?

e.spire's Position: Yes. The definition of "local loop" should reflect the definition in the FCC's *UNE Remand Order* and FCC Rule 51.319(a)(1).

BellSouth's Position: Unknown at this time.

Issue 16 [§ 2.5]: Should BellSouth be required to condition loops as necessary to provide advanced services in accordance with the FCC's UNE Remand Order?

e.spire's Position: Yes. Pursuant to the FCC's *UNE Remand Order* and FCC Rule 51.319(a)(3), BellSouth is required to condition loops, as requested by e.spire, whether or not BellSouth offers advanced services to the end user on that loop. BellSouth

may recover the cost of line conditioning requested by e.spire through a nonrecurring charge set by the Commission in accordance with the FCC's forward-looking pricing principles promulgated pursuant to Section 252(d)(1) of the Communications Act and in compliance with FCC Rule 51.507(e). In addition, to the extent technically feasible, BellSouth should test and report trouble for all the features, functions, and capabilities of conditioned loops, and may not restrict testing to voice transmission only.

BellSouth's Position: Unknown at this time.

Issue 17 [§ 4.1.1]: Should the parties utilize the FCC's most recent definition of network interface device ("NID") included in the UNE Remand Order?

e.spire's Position: Yes. Pursuant to the *UNE Remand Order* and FCC Rule 51.319(b), the NID should be defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross-connect device used for that purpose. Moreover, BellSouth must permit e.spire to connect its own loop facilities to on-premises wiring through BellSouth's NID, or at any other technically feasible point.

BellSouth's Position: Unknown at this time.

Issue 18 [§ 6]: Should BellSouth be required to offer subloop unbundling in accordance with the FCC's UNE Remand Order?

e.spire's Position:

In accordance with the *UNE Remand Order* and FCC Rule 51.319(a), BellSouth must provide subloop unbundling and access to BellSouth-owned inside wiring. The terms “subloop,” “accessible terminal,” and “inside wire” should mirror the definitions in the *UNE Remand Order*. Moreover, BellSouth must abide by the requirements of FCC Rules 51.319(a)(2)(A) (governing inside wire access), 51.319(a)(2)(B) (governing technical feasibility), 51.319(a)(2)(C) (governing best practices), 51.319(a)(2)(D) (governing subloop access via collocation), 51.319(a)(2)(E) (governing the provision of single point of interconnection), 51.319(a)(1) (governing concentration of subloops), and 51.319(a)(2)(A) (governing access to unbundled network terminating wire (“UNTW”).

BellSouth's Position:

Unknown at this time.

Issue 19 [§ 7.1.1]: Should BellSouth be required to provide access to local circuit switching, local tandem switching and packet switching capabilities on an unbundled basis in accordance with the FCC's UNE Remand Order?

e.spire's Position:

Yes. BellSouth should provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251©(3) of the Communications Act, to local circuit switching and local tandem switching capabilities on an unbundled basis, except as set forth in FCC Rule 51.319©(1)(B), to e.spire

for the provision of telecommunications service. In addition, BellSouth should provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Communications Act to packet switching capability on an unbundled basis to e.spire for the provision of telecommunications services as described in FCC Rule 51.319(c)(3)(B).

BellSouth's Position: Unknown at this time.

Issue 20 [§§ 7.2, 7.3, 7.4, 7.7]: Should the parties utilize the definitions of local circuit switching, local tandem switching and packet switching included in the FCC's UNE Remand Order?

e.spire's Position: Yes. The definitions of local circuit switching, local tandem switching, and packet switching should be consistent with the definitions in the *UNE Remand Order* and FCC Rule 51.319©.

BellSouth's Position: Unknown at this time.

Issue 21 [§ 8]: Should BellSouth be required to provide nondiscriminatory access to interoffice transport/transmission facilities in accordance with the terms of the FCC's UNE Remand Order?

e.spire's Position: Yes. BellSouth must provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251©(3) of the Communications Act, to interoffice transmission facilities/transport on an unbundled basis for the provision of telecommunications service. BellSouth's provisioning

of same must be consistent with the *UNE Remand Order* and FCC Rule 319(d).

BellSouth's Position: Unknown at this time.

Issue 22 [§ 8.1]: Should the parties utilize a definition of interoffice transport consistent with the usage in the FCC's UNE Remand Order, that includes dark fiber, DS1, DS3, OCn levels and shared transport?

e.spire's Position: Yes. The definition of interoffice transmission/transport must be consistent with the definition in the *UNE Remand Order* and FCC Rule 319(d), and should include dark fiber, DS1, DS3, OCn levels, and shared transport.

BellSouth's Position: Unknown at this time.

Issue 23 [§ 17.2]: Should BellSouth provide nondiscriminatory access to operations support systems ("OSS") and should the parties utilize a definition of OSS consistent with the FCC's UNE Remand Order?

e.spire's Position: Yes. BellSouth is required to provide nondiscriminatory access, in accordance with FCC Rule 51.311 and Section 251©(3) of the Communications Act, to OSS on an unbundled basis. The definition of OSS must be consistent with the definition in the *UNE Remand Order* and FCC Rule 319(g).

BellSouth's Position: Unknown at this time.

Issue 8 [Att. 1, Exh. A; Att. 2, § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?

e.spire's Position: Yes. BellSouth should lower the rates it charges for manual submission of orders. As an alternative, however, BellSouth should revise its "threshold billing plan" to take into account e.spire's transition to electronic order submission, as well as to exclude from computation those services for which electronic interfaces are not available.

BellSouth's Position: BellSouth opposes revisions to its threshold billing plan.

Issue 24 [§ 8.4]: Should BellSouth be required to provide specific installation intervals in the agreement for EELs and each type of interoffice transport.

e.spire's Position: BellSouth should have specific minimum installation intervals for provisioning EELs and interoffice transport UNEs.

BellSouth's Position: Undetermined at this time.

Issue 25 [§ 2.1.2]: Should BellSouth be compelled to establish geographically-deaveraged rates for NRCs and recurring charges for all UNEs?

e.spire's Position: Yes. Consistent with FCC Rule 51.507, BellSouth is required to geographically deaverage its recurring and non-recurring UNE rates.

BellSouth's Position: Unknown at this time.

Issue 26 [§§1.8, 2.1.1]: Should BellSouth be required to establish TELRIC-based rates for the UNEs, including the new UNEs, required by the UNE Remand Order?

e.spire's Position: Yes. Consistent with Section 252(d) of the Communications Act, BellSouth is required to establish

TELRIC-based rates for the UNEs required by the FCC's
UNE Remand Order.

BellSouth's Position: Unknown at this time.

Attachment 3 – Network Interconnection

Issue 27 [§§ 1.2, 1.9 and 1.10.1]: Should both parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?

e.spire's Position: BellSouth and e.spire should be free to define their own local calling areas, subject to Commission approval where required. Both BellSouth and e.spire should be free to assign local numbers allocated for their use anywhere within their own defined local calling areas, provided that such number assignments are consistent with all generally applicable rules and regulations governing assignment of local telephone numbers.

BellSouth's Position: Unknown at this time.

Issue 28 [§§ 1.2; 1.9]: In the event that e.spire chooses multiple tandem access ("MTA"), must e.spire establish points of interconnection at all BellSouth access tandems where e.spire's NXX's are "homed"?

e.spire's Position: No. e.spire must have the freedom to configure its network and to assign NXXs in the most efficient manner possible, and to define local calling areas as it sees fit.

BellSouth's Position:

Yes. e.spire must establish points of interconnection at all BellSouth access tandems where e.spire NXXs are "homed."

Issue 29 [§ 1.10.1]: Should language concerning local tandem interconnection be simplified to exclude, among other things, the requirement to designate a "home" local tandem for each assigned NPA/NXX and the requirement to establish points of interconnection to BellSouth access tandems within the LATA on which e.spire has NPA/NXXs "homed"?

e.spire's Position:

Yes. The language concerning local tandem interconnection should be modified to eliminate unnecessary and unreasonable restrictions on how e.spire may configure its network and interconnect with BellSouth.

BellSouth's Position:

No. BellSouth insists that in the event e.spire elects to interconnect at a BellSouth local tandem, and a specified local calling area is served by more than one BellSouth local tandem, e.spire must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems.

Issue 7 [§ 1.9.3]: Should e.spire's local switch be classified as both a tandem switch and end office switch for purposes of billing reciprocal compensation?

e.spire's Position:

e.spire's local switch provides the same coverage as BellSouth's end office and tandem switches provide in combination. Thus, e.spire's local switch should be defined in a manner that recognizes its overall functionality.

BellSouth's Position:

BellSouth maintains that e.spire's local switch should be classified exclusively as an end office switch regardless of its overall functionality.

Issue 5 [Att. 1 §§ 1.69, 1.92, 1.99, 1.100; Att. 3 §§ 6.1.1, 6.1.2, 6.1.3, 6.10]: Should the definition of "local traffic" include dial-up calling to modems and servers of Internet Service Providers ("ISPs") located within the local calling area?

e.spire's Position:

Yes. The definition of "local traffic" should include dial-up calls to ISP servers and modems located within the local calling area. Because ISP-bound calls constitute "local traffic," they are subject to reciprocal compensation.

BellSouth's Position:

BellSouth maintains that calls to ISPs are not local calls to which reciprocal compensation should apply.

Issue 6 [Att. 1§ 1.111; Att. 3 § 6.8.1]: Should the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include Voice-over-Internet Protocol ("VOIP") transmissions?

e.spire's Position:

No. The FCC has previously ruled that enhanced service providers, including ISPs, are end-users for purposes of access charges and are, therefore, exempt from them. VOIP transmissions which are carried by ISPs fall within this exemption. Consequently, VOIP transmissions should not be included within the definition of "Switched Exchange Access Service" or "Switched Access Traffic."

BellSouth's Position:

BellSouth proposes that the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include IP telephony.

Issue 30 [§§ 6.2, 6.3, 6.4]: Should CPN/PLU/PIU be the exclusive means used to identify the jurisdictional nature of traffic under the agreement?

e.spire's Position:

Yes. CPN/PLU/PIU are adequate to identify the jurisdictional nature of the parties' traffic.

BellSouth's Position:

CPN/PLU/PIU alone are insufficient mechanisms to identify BellSouth-originated traffic.

Issue 31 [§ 6.3]: Should all references to BellSouth's Standard Percent Local Use Reporting Platform be deleted?

e.spire's Position:

Yes. Unless BellSouth is able to provide e.spire with complete documentation explaining in detail its proposed methodology for calculating percent local use ("PLU"), any references to BellSouth's purported "Standard Percent Local Use Reporting Platform" ("PLURP") should be deleted.

BellSouth's Position:

The parties should adopt BellSouth's PLURP.

Issue 2 [Att. 1 § 34.4, Att. 3 § 6.6.2]: Should FCC and Commission orders which are "effective" or "final and non-appealable" be incorporated into the agreement?

e.spire's Position:

The agreement should be reformed when changes in applicable law become "effective."

BellSouth's Position:

The agreement should be reformed when changes in applicable law become "final and non-appealable."

Issue 32 [§ 6.9]: Should specific language be included precluding IXCs from using "transit" arrangements to route traffic to e.spire?

e.spire's Position:

It is not necessary to include a provision specifying the types of traffic that e.spire may accept using "transit" arrangements.

BellSouth's Position:

Unknown at this time.

Issue 33 [§§ 7.5.5, 7.6, 7.8 and 7.9.1]: How should the parties compensate each other for interconnection of their respective frame relay networks?

e.spire's Position:

The parties should be required to interconnect their packet-switched Frame Relay ("FR") networks at the same network architecture and rate structure applied to circuit-switched voice telecommunications because, as the FCC recently concluded, the Communications Act is technology-neutral. *See Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Memorandum Opinion and Order and Notice of Proposed Rulemaking, 13 Comm Reg (P&F) 1, ¶47 (rel. Aug. 7, 1998) ("For purposes of determining the interconnection obligation of carriers, the Act does not draw a regulatory distinction between voice and data services.") The same interconnection requirements and

related pricing standards apply to both traditional and advanced telecommunications services.

BellSouth's Position: Unknown at this time.

Issue 34 [§§ 7.5.5, 7.6, 7.8 and 7.9]: Should BellSouth's rates for frame relay interconnection be established at TELRIC?

e.spire's Position: The parties should be required to interconnect their packet-switched Frame Relay ("FR") networks at the same network architecture and rate structure applied to circuit-switched voice telecommunications because, as the FCC recently concluded, the Communications Act is technology-neutral. *See Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 98-147, Memorandum Opinion and Order and Notice of Proposed Rulemaking, 13 Comm Reg (P&F) 1, ¶47 (rel. Aug. 7, 1998) ("For purposes of determining the interconnection obligation of carriers, the Act does not draw a regulatory distinction between voice and data services.") The same interconnection requirements and related pricing standards apply to both traditional and advanced telecommunications services.

BellSouth's Position: Unknown at this time.

Issue 35 [§ 2.7]: Should BellSouth be required to establish prescribed intervals for installation of interconnection trunks?

e.spire's Position: BellSouth should have specific installation intervals for interconnection trunks.

BellSouth's Position: Unknown at this time.

Issue 8 [Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?

e.spire's Position: Yes. BellSouth should lower the rates it charges for manual submission of orders. As an alternative, however, BellSouth should revise its "threshold billing plan" to take into account e.spire's transition to electronic order submission, as well as to exclude from computation those services for which electronic interfaces are not available.

BellSouth's Position: BellSouth opposes revisions to its threshold billing plan.

Issue 36 [§2.3]: Should the charges and the terms and conditions set forth in e.spire's tariff govern the establishment of interconnecting trunk groups between BellSouth and e.spire?

e.spire's Position: Yes. In the event BellSouth purchases interconnection trunks from e.spire, the terms and conditions and the recurring and non-recurring charges set forth in e.spire's applicable tariff should apply.

BellSouth's Position: No. BellSouth's rates should apply in all instances.

Issue 37 [§2.3]: For two-way trunking, should the parties be compensated on a pro rata basis?

e.spire's Position: Yes. For two-way trunking that carries the parties' local and intraLATA toll traffic, excluding transit traffic, the

parties should be compensated for the recurring and non-recurring charges for trunks and DS1 facilities at the pro rata portion of the applicable contractual or tariff rates for the services provided by each party.

BellSouth's Position:

No. Trunking costs should be split evenly (*i.e.*, 50/50) between the parties.

Attachment 4 – Collocation

Issue 38 [§ 5.2]: Should e.spire be permitted the option of running copper entrance facilities to its BellSouth collocation space in addition to fiber?

e.spire's Position:

Yes. e.spire should have the flexibility of running both fiber and copper entrance facilities into its collocation space.

BellSouth's Position:

No. BellSouth does not permit other carriers—and will not permit e.spire—to use copper entrance facilities.

Issue 39 [§ 5.6.1]: Should e.spire be required to pay a Subsequent Application Fee to BellSouth for installation of co-carrier cross connects even when e.spire pays a certified vendor to actually perform the work?

e.spire's Position:

No. In instances where e.spire or its vendor actually does the cross-connects, e.spire should not have to pay a fee to BellSouth.

BellSouth's Position:

Yes. Even when BellSouth is not installing the co-carrier cross-connects, e.spire must pay an application fee.

Issue 40 [§ 6.2]: Should BellSouth be required to respond to all e.spire applications for physical collocation space within 45 calendar days of submission?

e.spire's Position:

Yes. BellSouth should respond to a collocation application no later than 30 calendar days from the date of the request. In addition, where e.spire submits 16 or more applications within a 15-calendar-day window, BellSouth should respond to those requests within 45 calendar days.

BellSouth's Position:

No. BellSouth will respond within 30 business days to a collocation application. The response interval for applications in excess of 15 is subject to negotiation.

Issue 41 [§ 6.2]: When BellSouth responds to an e.spire application for physical collocation by offering to provide less space than requested, or space configured differently than requested, should such a response be treated as a denial of the application sufficient to entitle e.spire to conduct a central office tour?

e.spire's Position:

Yes. A response from BellSouth that a lesser amount or different configuration of collocation is available to e.spire is tantamount to a denial of space, which triggers the requirement that BellSouth provide a tour of the facilities.

BellSouth's Position:

No. BellSouth will provide a tour of the facilities only in the event an application is rejected for lack of available space.

Issue 42 [§§ 6.2, 6.4]: Should the prescribed intervals for response to collocation requests be shortened from the BellSouth standard proposal?

e.spire's Position:

Yes. BellSouth's proposed collocation intervals (for both collocation responses and collocation provisioning) are

unacceptably lengthy and, consequently, must be shortened. BellSouth should adopt the provisioning intervals prescribed for Southwestern Bell Telephone by the Texas PUC.

BellSouth's Position: No. BellSouth's proposed intervals are appropriate.

Issue 43 [§ 6.3]: Should BellSouth be permitted to extend its collocation intervals simply because e.spire changes its application request?

e.spire's Position: No. The collocation intervals should not be extended regardless of the number or magnitude of changes that e.spire chooses to make to the application after a Bona Fide Firm Order has been placed.

BellSouth's Position: Yes. The intervals should be extended to account for the changes.

Issue 44 [§ 6.4]: Should the prescribed intervals for completion of physical collocation space be shortened from the BellSouth standard proposal?

e.spire's Position: Yes. BellSouth's proposed collocation construction and provisioning intervals are unacceptably lengthy and, consequently, must be shortened. BellSouth should adopt the provisioning intervals prescribed for Southwestern Bell Telephone by the Texas PUC.

BellSouth's Position: No. BellSouth's proposed intervals are appropriate.

Issue 45 [§ 6.9]: Should BellSouth be permitted to impose non-recurring charges on e.spire when converting existing virtual collocation arrangements to cageless physical collocation?

e.spire's Position:

No. Conversions from virtual collocation to cageless physical collocation do not require BellSouth to incur any costs because these conversions are essentially transparent. Accordingly, BellSouth should not charge e.spire non-recurring charges for these conversions.

BellSouth's Position:

Yes.

Issue 46 [§ 6.9]: Should BellSouth be permitted to place restrictions not reasonably related to safety concerns on e.spire's conversions from virtual to cageless physical collocation arrangements?

e.spire's Position:

No. Conversions from virtual collocation to cageless physical collocation should be handled by BellSouth with minimal, if any, changes or restrictions. In particular, unless there are safety concerns, e.spire's virtually collocated equipment need not be moved or relocated, even if it is in the same line-up as BellSouth's equipment.

BellSouth's Position:

Yes.

Attachment 5 – Numbering

Issue 8 [Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5]: Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised “threshold billing plan” that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?

e.spire’s Position:

Yes. BellSouth should lower the rates it charges for manual submission of orders. As an alternative, however, BellSouth should revise its “threshold billing plan” to take into account e.spire’s transition to electronic order submission, as well as to exclude from computation those services for which electronic interfaces are not available.

BellSouth’s Position:

BellSouth opposes revisions to its threshold billing plan.

Attachment 6 – Ordering and Provisioning

Issue 47 [§ 2.2.5]: Should BellSouth permit e.spire to view the rates charged and features available to end users in the customer service record (“CSR”).

e.spire’s Position:

Yes. e.spire must have access to the potential customer’s rates and features in order to more accurately address the potential customer’s requirements.

BellSouth’s Position:

No. This information is proprietary to which e.spire’s access should be restricted.

Issue 48 [§ 2.3.5]: Should BellSouth be required to provide flow through of electronic orders and processes at parity?

e.spire's Position:

Yes. Orders placed by e.spire should be processed with the same accuracy and speed as BellSouth's retail orders are processed. Specifically, BellSouth should provide flow through of electronic processes in a manner consistent with, at a minimum, the level of quality equivalent to itself or to any CLEC with comparable systems.

BellSouth's Position:

Unknown at this time.

Issue 49 [§ 3.7]: Should BellSouth be authorized to impose order cancellation charges?

e.spire's Position:

No. To the extent BellSouth does not pay a penalty fee for late installations, e.spire should be able to cancel its orders without any penalty.

BellSouth's Position:

Yes. e.spire should pay the costs incurred by BellSouth, consistent with the provisions of its federal tariff.

Issue 50 [§ 3.15]: Should BellSouth be required to provide readily available results of UNE pre-testing to e.spire?

e.spire's Position:

Yes. Upon request, e.spire should have access to UNE pre-testing results, to the extent available.

BellSouth's Position:

No. BellSouth should not be required to provide UNE pre-testing results. The provision of the UNE is sufficient demonstration or certification that the UNE meets e.spire's specifications.

Issue 51 [§ 3.20]: Should BellSouth be permitted to impose order expedite surcharges when it refuses to pay a late installation penalty for the same UNES?

e.spire's Position:

No. To the extent BellSouth does not pay a penalty for late installations, e.spire should not be assessed a surcharge for early installations.

BellSouth's Position:

Yes, surcharges should apply to expedited orders, consistent with BellSouth's federal tariff.

Issue 52 [§ 3.22]: Should BellSouth be required to adopt intervals of 4 hours (electronic orders) and 24 hours (manual orders) for the return of firm order commitments ("FOCs")?

e.spire's Position:

Yes. For electronic orders, BellSouth should produce a FOC within 4 hours; for manual orders, FOCs should be available within 24 hours.

BellSouth's Position:

No. For electronic orders, FOCs will be available within 24 hours. For manual orders, FOCs will be produced within 48 hours.

Issue 53 [§ 3.23]: Should BellSouth be required to adopt a prescribed interval for "reject/error" messages?

e.spire's Position:

Yes. BellSouth should have a specific interval within which it must send a reject or error notice to e.spire.

BellSouth's Position:

No. Specific intervals for "reject/error" messages are unnecessary.

Issue 54 [§ 3.2.1]: Should BellSouth be required to establish a single point of contact ("SPOC") for e.spire's ordering and provisioning, e.g., furnishing the name, address, telephone numbers and e-mail links of knowledgeable employee that can assist e.spire in its ordering and provisioning, along with appropriate fall-back contacts?

e.spire's Position:

Yes. BellSouth should provide e.spire with a SPOC to more easily and expeditiously handle ordering and provisioning issues.

BellSouth's Position:

Unknown at this time.

Attachment 9

Issue 1 [GT&C § 18; GT&C Part B, § 1.64; Att. 9]: Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?

e.spire's Position:

Yes. Performance measures are an invaluable tool for e.spire because they make it possible for e.spire to identify failures by BellSouth to meet its obligations under the interconnection agreement. However, performance measures have little meaning if they identify breaches but do not provide a mechanism for curing such breaches. In e.spire's experience over the past two years, the lack of an immediate adverse consequence for a failure to perform encourages BellSouth nonperformance. In addition, seeking judicial or regulatory resolution of such breaches is impractical. Having to litigate such failures to perform time and again is time consuming and costly. Moreover, it constitutes a poor use of scarce resources. Accordingly, any failure on the part of BellSouth to meet or otherwise comply with the provisioning intervals prescribed in the

interconnection agreement for UNEs, resale services, frame relay interconnection, and interconnection trunks, or to provide service at parity to e.spire as measured by the performance measurements set forth in the interconnection agreement should constitute a specified breach which will trigger the automatic payment by BellSouth of liquidated damages to e.spire. e.spire has proposed to BellSouth that the parties incorporate into the interconnection agreement the system of self-executing remedies adopted by the Texas PUC for application to SWBT/SBC.

BellSouth's Position:

No. BellSouth maintains that there should be no self-executing remedies for breach of specified performance standards.

Issue 55 [Att. 9 App. E]: Should BellSouth be required to adopt the "Texas Plan" of performance penalties for failure to provide service at parity?

e.spire's Position:

Yes. The performance penalties adopted by the Texas PUC encourage the provision of service at parity and, hence, should be adopted by the parties.

BellSouth's Position:

No. BellSouth maintains that there should be no self-executing remedies for breach of specified performance standards.

Issue 56 [Att. 9 App. F]: Should BellSouth be required to establish a new performance measurement metric for the provisioning of frame relay connections?

e.spire's Position: Yes, there should be performance measurements for FR UNEs and interconnection.

BellSouth's Position: Unknown at this time.

Issue 57 [Att. 9 App. F]: Should BellSouth be required to establish a new performance metric for the provisioning of EELs?

e.spire's Position: Yes, there should be a separate performance metric for EELs.

BellSouth's Position: No performance metric is necessary because BellSouth is not obligated to combine elements on behalf of CLECs.

Attachment 11

Issue 58 [§ 3(i)]: Should BellSouth be required to provide an electronic feed sufficient to enable e.spire to confirm that directory listings of its customers have actually been included in the databases utilized by BellSouth?

e.spire's Position: Yes. BellSouth should provide an electronic feed so that e.spire can confirm that the directory listings of its customers have been properly included in the directories and directory listings databases.

BellSouth's Position: No. It is not necessary to provide e.spire with an electronic feed.

Issue 59 [§ 3(k)]: Should BellSouth and BellSouth and BellSouth Advertising & Publishing Corporation ("BAPCO") be required to coordinate to establish a process whereby INP-to-LNP conversions do not require a directory listing change?

e.spire's Position: Yes. BellSouth and BAPCO should establish a process whereby conversion from interim to permanent number portability need not require a directory listing change.

BellSouth's Position: No. BAPCO will not coordinate with BellSouth.

Issue 60 [§ 3(j)]: Should BAPCO be required to permit e.spire to review galley proofs of directories eight weeks and two weeks prior to publishing, and coordinate changes to listings based on those proofs?

e.spire's Position: Yes. Upon request, BellSouth/BAPCO should permit e.spire to review galley proofs of directories sufficiently in advance of publication in order to identify and correct errors or omissions before publication.

BellSouth's Position: No. It is not necessary to permit e.spire to review the galley proofs.

Issue 61 [§ 3(l)]: Should BAPCO be required to deliver 100 copies of each new directory book to an e.spire dedicated location?

e.spire's Position: Yes. BAPCO should deliver 100 copies of each new directory book to an e.spire location.

BellSouth's Position: No. It is not necessary to provide e.spire with 100 copies of each new directory book.

Issue 62 [§ 5(a)]: Should BAPCO's liability for errors or omissions be limited to \$1 per error or omission?

e.spire's Position: No. e.spire is entitled to a higher compensation.

BellSouth's Position: Yes. \$1 is a reasonable compensation.

Issue 63 [§ 5(b)]: Should BAPCO's liability in e.spire customer contracts and tariffs be limited?

e.spire's Position: No. It is unreasonable to limit BAPCO's liability in e.spire's customer contracts and tariffs.

BellSouth's Position: Yes. A limitation of liability provision in e.spire's customer contracts and tariffs is reasonable.

V. Procedural Matters

17. Section 252(b)(4)(c) of the Communications Act requires that, unless waived by the parties, the Commission should render a decision in this proceeding not later than nine (9) months after the date on which interconnection negotiations formally commenced, which, in this case, happens to be May 17, 2000. In order to allow the most expeditious conduct of this arbitration, e.spire respectfully requests that the Commission issue a procedural order as promptly as possible, establishing a schedule for discovery requests, prefiled testimony, prehearing conference, and the timing and conduct of the hearing in this matter.

VI. CONCLUSION

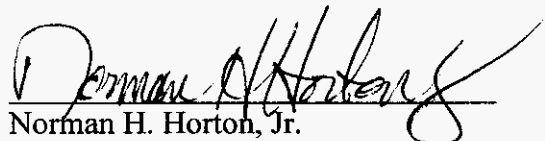
18. BellSouth and e.spire have, in good faith, attempted to arrive at a mutually acceptable interconnection agreement. While much progress has been made, several issues remain unresolved. Accordingly, e.spire calls upon the Commission to arbitrate the remaining unresolved issues.

WHEREFORE, e.spire respectfully requests that the Commission resolve the outstanding issues between the parties as set forth in this Petition, resolve each such issue in favor of e.spire, and grant any other relief as the Commission may deem just and proper.

Respectfully submitted,

**e.spire Communications, Inc.
and its Operating Subsidiaries**

By:



Norman H. Horton, Jr.
MESSER, CAPARELLO & SELF, P.A.
215 S. Monroe Street, Suite 701
Tallahassee, FL 32302-1876
(850) 222-0720
(850) 224-4359 (facsimile)

Brad E. Mutschelknaus
Ronald J. Jarvis
Enrico C. Soriano
John Heitmann
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., 5th Floor
Washington, D.C. 20036
(202) 955-9600
(202) 955-9792 (facsimile)

Riley M. Murphy
James C. Falvey
E.SPIRE COMMUNICATIONS, INC.
Suite 100
133 National Business Parkway,
Annapolis Junction, MD 20701
(301) 617-4200
(301) 361-4279 (facsimile)

Its Attorneys

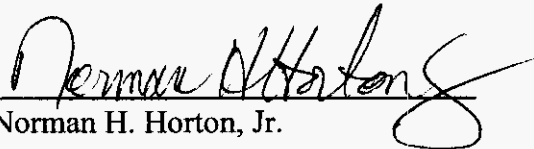
January 21, 2000

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of e.spire Communications, Inc.'s Petition for Arbitration have been served upon the following parties by Hand Delivery (*) and/or U. S. Mail this 21st day of January, 2000.

Beth Keating, Esq.*
Division of Legal Services, Room 370
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

Nancy B. White, Esq.*
c/o Nancy H. Sims
BellSouth Telecommunications, Inc.
150 South Monroe Street, Suite 400
Tallahassee, FL 32301


Norman H. Horton, Jr.

**EXHIBIT 1: E.SPIRE COMMUNICATIONS INC.'S ISSUES MATRIX
BELLSOUTH TELECOMMUNICATIONS, INC. ARBITRATION**

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION |
|---|---------------------|--------------------------|---|
| Issue 1. <i>Should BellSouth be required to pay liquidated damages for failure to (i) meet provisioning intervals prescribed in the agreement for UNEs, and (ii) provide service at parity as measured by the specified performance metrics?</i> | Yes | No | GT&C § 18; GT&C Part B, § 1.64; Att. 9 |
| Issue 2. <i>Should FCC and Commission orders which are "effective" or "final and non-appealable" be incorporated into the agreement?</i> | Effective | Final and non-appealable | Att. 1 § 34.4, Att. 3 § 6.6.2 |
| Issue 3. <i>Should a "fresh look" period be established which permits customers subject to BellSouth volume and term service contracts to switch to e.spire service without imposition of early termination penalties?</i> | Yes | Unknown | § 49 |
| Issue 4. <i>Should BellSouth provide intraLATA toll service to e.spire local exchange service customers on the same basis that it provides intraLATA toll services to all customers of BellSouth local exchange services?</i> | Yes | No | § 50.2 |
| Issue 5. <i>Should the definition of "local traffic" include dial-up calling to modems and servers of Internet Service Providers ("ISPs") located within the local calling area?</i> | Yes | No | Att. 1 §§ 1.69, 1.92, 1.99, 1.100; Att. 3 §§ 6.1.1, 6.1.2, 6.1.3, 6.10 |
| Issue 6. <i>Should the definition of "Switched Exchange Access Service" and "Switched Access Traffic" include Voice-over-Internet Protocol ("VOIP") transmissions?</i> | No | Yes | Att. 1 § 1.111; Att. 3 § 6.8.1 |
| Issue 7. <i>Should e.spire's local switch be</i> | Yes | No | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/2

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|--|---------------------|-----------------------|--|--------------------|
| <i>classified as both a tandem and end office switch for purposes of billing reciprocal compensation?</i> | | | § 1.113 | |
| Issue 8. <i>Should BellSouth be required to lower rates for manual submission of orders, or, alternatively, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts?</i> | Yes | No | Att. 1 Exh. A; Att. 2 § 17.2; Att. 3 § 8; Att. 5 § 5 | |
| Issue 9. <i>Should BellSouth be required to provide reasonable and nondiscriminatory access to unbundled network elements ("UNEs") in accordance with all effective rules and decisions of the FCC and this Commission?</i> | Yes | Unknown | § 1.8 | |
| Issue 10. <i>Should BellSouth be required to provide e.spire with access to existing combinations of UNEs in BellSouth's network at UNE rates?</i> | Yes | Unknown | § 1.9 | |
| Issue 11. <i>Should BellSouth be required to provide access to enhanced extended links ("EELs") at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access tariff?</i> | Yes | Unknown | § 1.10 | |
| Issue 12. <i>If BellSouth provides access to EELs at UNE rates where the loop and transport elements are currently combined and purchased through BellSouth's special access</i> | Yes | Unknown | | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/3

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|--|---------------------|-----------------------|-----------------|--------------------|
| <i>tariff, should e.spire be entitled to utilize the access service request ("ASR") process to submit orders?</i> | | | | |
| Issue 13. <i>If e.spire submits orders for EELs, should BellSouth be required to make the resultant billing conversion within 10 days?</i> | Yes | Unknown | § 1.10 | |
| Issue 14. <i>Should BellSouth be prohibited from imposing non-recurring charges other than a nominal service order fee for EEL conversions?</i> | Yes | Unknown | § 1.10 | |
| Issue 15. <i>Should the parties utilize the FCC's most recent definition of "local loop" included in the UNE Remand Order?</i> | Yes | Unknown | § 2.2.1 | |
| Issue 16. <i>Should BellSouth be required to condition loops as necessary to provide advanced services in accordance with the FCC's UNE Remand Order?</i> | Yes | Unknown | § 2.5 | |
| Issue 17. <i>Should the parties utilize the FCC's most recent definition of network interface device ("NID") included in the UNE Remand Order?</i> | Yes | Unknown | § 4.1.1 | |
| Issue 18. <i>Should BellSouth be required to offer subloop unbundling in accordance with the FCC's UNE Remand Order?</i> | Yes | Unknown | § 6 | |
| Issue 19. <i>Should BellSouth be required to provide access to local circuit switching, local tandem switching and packet switching capabilities on an unbundled basis in accordance with the FCC's UNE Remand Order?</i> | Yes | Unknown | § 7.1.1 | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/4

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|--|---------------------|-----------------------|-----------------------|--------------------|
| Issue 20. <i>Should the parties utilize the definitions of local circuit switching, local tandem switching and packet switching included in the FCC's UNE Remand Order?</i> | Yes | Unknown | §§ 7.2, 7.3, 7.4, 7.7 | |
| Issue 21. <i>Should BellSouth be required to provide nondiscriminatory access to interoffice transport/transmission facilities in accordance with the terms of the FCC's UNE Remand Order?</i> | Yes | Unknown | § 8 | |
| Issue 22. <i>Should the parties utilize a definition of interoffice transport consistent with the usage in the FCC's UNE Remand Order, that includes dark fiber, DS1, DS3, OCn levels and shared transport?</i> | Yes | Unknown | § 8.1 | |
| Issue 23. <i>Should BellSouth provide nondiscriminatory access to operations support systems ("OSS") and should the parties utilize a definition of OSS consistent with the FCC's UNE Remand Order?</i> | Yes | Unknown | § 17.2 | |
| Issue 24. <i>Should BellSouth be required to provide specific installation intervals in the agreement for EELs and each type of interoffice transport</i> | Yes | Unknown | § 8.4 | |
| Issue 25. <i>Should BellSouth be compelled to establish geographically-deaveraged rates for NRCs and recurring charges for all UNEs?</i> | Yes | Unknown | § 2.1.2 | |
| Issue 26. <i>Should BellSouth be required to establish TELRIC-based rates for the UNEs, including the new UNEs, required by the UNE</i> | Yes | Unknown | §§1.8, 2.1. | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/5

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|--|---------------------|-----------------------|------------------------|--------------------|
| <i>Remand Order?</i> | | | | |
| Issue 27: <i>Should both parties be allowed to establish their own local calling areas and assign numbers for local use anywhere within such areas, consistent with applicable law?</i> | Yes | Unknown | §§ 1.2, 1.9 and 1.10.1 | |
| Issue 28 <i>In the event that e.spire chooses multiple tandem access ("MTA"), must e.spire establish points of interconnection at all BellSouth access tandems where e.spire's NXX's are "homed"?</i> | No | Yes | §§ 1.2; 1.9 | |
| Issue 29. <i>Should language concerning local tandem interconnection be simplified to exclude, among other things, the requirement to designate a "home" local tandem for each assigned NPA/NXX and the requirement to establish points of interconnection to BellSouth access tandems within the LATA on which e.spire has NPA/NXXs "homed"?</i> | Yes | No | § 1.10.1 | |
| Issue 30. <i>Should CPN/PLU/PIU be the exclusive means used to identify the jurisdictional nature of traffic under the agreement?</i> | Yes | No | §§ 6.2, 6.3, 6.4 | |
| Issue 31. <i>Should all references to BellSouth's Standard Percent Local Use Reporting Platform be deleted?</i> | Yes | No | § 6.3 | |
| Issue 32. <i>Should specific language be included precluding IXC's from using "transit" arrangements to route traffic to e.spire?</i> | No | Unknown | § 6.9 | |
| Issue 33. <i>How should the parties compensate</i> | Same compensation | Unknown | | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/6

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|---|--|-----------------------|------------------------------|--------------------|
| <i>each other for interconnection of their respective frame relay networks?</i> | mechanism that applies to circuit-switched services should apply to packet-switched services | | §§ 7.5.5, 7.6, 7.8 and 7.9.1 | |
| Issue 34. <i>Should BellSouth's rates for frame relay interconnection be established at TELRIC?</i> | Yes | Unknown | §§ 7.5.5, 7.6, 7.8 and 7.9 | |
| Issue 35. <i>Should BellSouth be required to establish prescribed intervals for installation of interconnection trunks?</i> | Yes | Unknown | § 2.7 | |
| Issue 36. <i>Should the charges and the terms and conditions set forth in e.spire's tariff govern the establishment of interconnecting trunk groups between BellSouth and e.spire?</i> | Yes | No | §2.3 | |
| Issue 37. <i>For two-way trunking, should the parties be compensated on a pro rata basis?</i> | Yes | No | §2.3 | |
| Issue 38. <i>Should e.spire be permitted the option of running copper entrance facilities to its BellSouth collocation space in addition to fiber?</i> | Yes | No | § 5.2 | |
| Issue 39. <i>Should e.spire be required to pay a Subsequent Application Fee to BellSouth for installation of co-carrier cross connects even when e.spire pays a certified vendor to actually perform the work?</i> | No | Yes | § 5.6.1 | |
| Issue 40. <i>Should BellSouth be required to respond to all e.spire applications for physical collocation space within 45 calendar days of submission?</i> | Yes | No | § 6.2 | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/7

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|---|---------------------|-----------------------|-----------------|--------------------|
| Issue 41. <i>When BellSouth responds to an e.spire application for physical collocation by offering to provide less space than requested, or space configured differently than requested, should such a response be treated as a denial of the application sufficient to entitle e.spire to conduct a central office tour?</i> | Yes | No | § 6.2 | |
| Issue 42. <i>Should the prescribed intervals for response to collocation requests be shortened from the BellSouth standard proposal?</i> | Yes | No | §§ 6.2, 6.4 | |
| Issue 43. <i>Should BellSouth be permitted to extend its collocation intervals simply because e.spire changes its application request?</i> | No | Yes | § 6.3 | |
| Issue 44. <i>Should the prescribed intervals for completion of physical collocation space be shortened from the BellSouth standard proposal?</i> | Yes | No | § 6.4 | |
| Issue 45. <i>Should BellSouth be permitted to impose non-recurring charges on e.spire when converting existing virtual collocation arrangements to cageless physical collocation?</i> | No | Yes | § 6.9 | |
| Issue 46. <i>Should BellSouth be permitted to place restrictions not reasonably related to safety concerns on e.spire's conversions from virtual to cageless physical collocation arrangements?</i> | No | Yes | § 6.9 | |
| Issue 47. <i>Should BellSouth permit e.spire to view the rates charged and features available to end users in the customer service record ("CSR").</i> | Yes | No | § 2.2.5 | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/8

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|---|---------------------|-----------------------|-----------------|--------------------|
| Issue 48. <i>Should BellSouth be required to provide flow through of electronic orders and processes at parity?</i> | Yes | Unknown | § 2.3.5 | |
| Issue 49. <i>Should BellSouth be authorized to impose order cancellation charges?</i> | No | Yes | § 3.7 | |
| Issue 50. <i>Should BellSouth be required to provide readily available results of UNE pre-testing to e.spire?</i> | Yes | No | § 3.15 | |
| Issue 51. <i>Should BellSouth be permitted to impose order expedite surcharges when it refuses to pay a late installation penalty for the same UNEs?</i> | No | Yes | § 3.20 | |
| Issue 52. <i>Should BellSouth be required to adopt intervals of 4 hours (electronic orders) and 24 hours (manual orders) for the return of firm order commitments ("FOCs")?</i> | Yes | No | § 3.22 | |
| Issue 53. <i>Should BellSouth be required to adopt a prescribed interval for "reject/error" messages?</i> | Yes | No | § 3.23 | |
| Issue 54. <i>Should BellSouth be required to establish a single point of contact ("SPOC") for e.spire's ordering and provisioning, e.g., furnishing the name, address, telephone numbers and e-mail links of knowledgeable employee that can assist e.spire in its ordering and provisioning, along with appropriate fall-back contacts?</i> | Yes | Unknown | § 3.2.1 | |
| Issue 55. <i>Should BellSouth be required to adopt the "Texas Plan" of performance</i> | Yes | No | Att. 9 App. E | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/9

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|--|---------------------|-----------------------|----------------------|--------------------|
| <i>penalties for failure to provide service at parity?</i> | | | | |
| Issue 56. <i>Should BellSouth be required to establish a new performance measurement metric for the provisioning of frame relay connections?</i> | Yes | Unknown | <i>Att. 9 App. F</i> | |
| Issue 57. <i>Should BellSouth be required to establish a new performance metric for the provisioning of EELs?</i> | Yes | No | <i>Att. 9 App. F</i> | |
| Issue 58. <i>Should BellSouth be required to provide an electronic feed sufficient to enable e.spire to confirm that directory listings of its customers have actually been included in the databases utilized by BellSouth?</i> | Yes | No | <i>§ 3(i)</i> | |
| Issue 59. <i>Should BellSouth and BellSouth and BellSouth Advertising & Publishing Corporation ("BAPCO") be required to coordinate to establish a process whereby INP-to-LNP conversions do not require a directory listing change?</i> | Yes | No | <i>§ 3(k)</i> | |
| Issue 60. <i>Should BAPCO be required to permit e.spire to review galley proofs of directories eight weeks and two weeks prior to publishing, and coordinate changes to listings based on those proofs?</i> | Yes | No | <i>§ 3(j)</i> | |
| Issue 61. <i>Should BAPCO be required to deliver 100 copies of each new directory book to an e.spire dedicated location?</i> | Yes | No | <i>§ 3(l)</i> | |
| Issue 62. <i>Should BAPCO's liability for</i> | No | Yes | <i>§ 5(a)</i> | |

EXHIBIT 1: ARBITRATION ISSUES MATRIX/10

| ISSUE | E.SPIRE POSITION | BELLSOUTH POSITION | AGMT SECTION | RULINGS/ ORDERS |
|--|---------------------|-----------------------|-----------------|--------------------|
| <i>errors or omissions be limited to \$1 per error or omission?</i> | | | | |
| <u>Issue 63.</u> <i>Should BAPCO's liability in e.spire customer contracts and tariffs be limited?</i> | No | Yes | § 5(b) | |

KELLEY DRYE & WARREN LLP

A LIMITED LIABILITY PARTNERSHIP INCLUDING PROFESSIONAL ASSOCIATIONS

1200 18TH STREET, N.W.

SUITE 800

WASHINGTON, D. C. 20036

12021 955-9600

FACSIMILE

12021 955-9789

NEW YORK, N.Y.
LOS ANGELES, CA
MIAMI, FL
CHICAGO, IL
STAMFORD, CT
HARTFORD, CT
BRUSSELS, BELGIUM
HONG KONG
AFFILIATED OFFICES
NEW DELHI, INDIA
TOKYO, JAPAN

January 10, 2000

BRAD E. MUTSCHELNAUS
DIRECT LINE 12021 955-9785
E-MAIL bmutschelnaus@kdlaw.com

VIA FACSIMILE AND FEDERAL EXPRESS

Ms. Parkey Jordan
Counsel
BellSouth Telecommunications, Inc.
675 West Peachtree Street, N.E.
Atlanta, GA 30375

**Re: Negotiations of Successor Interconnection Agreement between BellSouth
and e.spire**

Dear Parkey:

e.spire Communications, Inc. and its operating subsidiaries (collectively "e.spire") seek to confirm herein the agreement between BellSouth Telecommunications, Inc. ("BellSouth") and e.spire to establish an agreed procedural schedule applicable to their formal negotiation of an interconnection agreement to succeed the current agreement between e.spire and BellSouth (the "Parties"). The agreement being negotiated covers eight states in BellSouth's operating territory: Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee. Pursuant to our earlier conversation, the Parties have agreed that the request to negotiate a successor interconnection agreement was received for all purposes on August 17, 1999, resulting in a state commission arbitration window opening on December 30, 1999, and closing on January 24, 2000.

The negotiations at issue concern the rates, terms, and conditions for local data and voice interconnection, the resale of BellSouth retail services, access to BellSouth unbundled network elements, the transport and termination of local voice and data traffic and collocation for the provisioning of telecommunication services by e.spire. As you know, these negotiations are governed by Section 251 and 252 of the Federal Communications Act of 1934, as amended by the Telecommunications Act of 1996. By countersigning this letter, BellSouth is acknowledging the date the request for negotiations was received and the resulting state commission arbitration window.

DC01/CRITE/100472.1

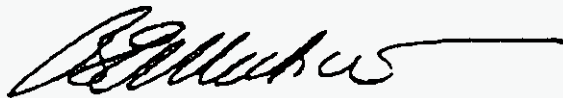
KELLEY DRYE & WARREN LLP

Ms. Parkey Jordan
January 10, 2000
Page Two

The Parties agree not to challenge any term of this letter agreement in any proceeding before a state commission, the Federal Communications Commission, or any State or Federal court, and hereby waive any right to contend that any earlier date(s) govern the negotiations currently underway.

If the above comports with BellSouth's understanding, please sign below and return a copy of this letter to me via facsimile. Two original copies of this letter are being mailed to your office via overnight delivery for your signature: one to be kept in BellSouth's files and one to be returned to the undersigned.

Very truly yours,



Brad Mutschelknaus
Counsel for e*spire Communications, Inc.
and its operating subsidiaries

Agreed to and approved by:



Parkey Jordan, Counsel, for and on
behalf of BellSouth Telecommunications, Inc.

1/10/00
(Date)

cc: Pat Finlen, BellSouth
Jim Falvey, e*spire

DC01/CNTE/100472.1

** TOTAL PAGE.03 **

AGREEMENT

THIS AGREEMENT is made by and between BellSouth Telecommunications, Inc., (“BellSouth”), a Georgia corporation, and e.spire Communications, Inc., Delaware corporation, on behalf of its operating affiliates identified in Part C hereof collectively, “e.spire” and shall be deemed effective as of the Effective Date specified in Section 3 hereof. This Agreement may refer to either BellSouth or e.spire or both as a “Party” or “Parties.”

WITNESSETH

WHEREAS, BellSouth is an Incumbent Local Exchange Carrier (“ILEC”) as defined by the Telecommunications Act of 1996 (“the FTA”), authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee; and

WHEREAS, e.spire is a Competitive Local Exchange Carrier (“CLEC”) authorized to provide Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, both Parties wish to interconnect their facilities and exchange local traffic for termination, and e.spire wishes to purchase unbundled Network Elements and resell BellSouth’s Telecommunications Services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina and Tennessee, specifically by means of exercising their rights and fulfilling their obligations pursuant to Sections 251 and 252 of the Communications Act of 1934, as amended by the Federal Telecommunications Act of 1996 (“the Act”).

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the sufficiency of which are hereby acknowledged, BellSouth and e.spire agree as follows:

1. Introduction

- 1.1 This Agreement sets forth the terms, conditions and prices under which BellSouth agrees to provide to e.spire (a) services for Resale (hereinafter referred to as Resale Services), (b) unbundled Network Elements, (c) Interconnection, (d) Collocation, and (e) all other features and arrangements described in this Agreement.
- 1.2 The Network Elements, and Resale Services provided pursuant to this Agreement may be connected by e.spire to other Network Elements, Resale Services or Access Services provided by BellSouth, or to any network components or services provided by e.spire itself or by any other vendor or Telecommunications Carrier. Subject to the requirements of this Agreement, e.spire may at any time add, delete, relocate or modify the Resale Services or Network Elements purchased hereunder.

- 1.3 BellSouth and e.spire may fulfill the requirements imposed upon them by this Agreement by themselves or may cause their agents to take action to fulfill such responsibilities.
- 1.4 This Agreement includes and incorporates herein the Attachments to this Agreement, and all Appendices, Exhibits, Schedules, Addenda and Amendments hereto.

2. Interpretation and Construction

- 2.1 Capitalized terms used in this Agreement shall have the respective meanings specified in Part B hereof, or As Defined by the Act.
- 2.2 The definitions in Part B hereof shall apply equally to both the singular and plural ~~forms of the terms defined.~~ ~~Whenever the context may require, any pronoun used~~ in this Agreement shall include the corresponding masculine, feminine and neuter forms. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation” throughout this Agreement. The words “shall” and “will” are used interchangeably throughout this Agreement and the use of either connotes a mandatory obligation. The use of one or the other shall not mean a different degree of right or obligation for either Party.
- 2.3 References herein to Articles, Sections, Exhibits, Attachments, Appendices, and Schedules shall be deemed to be references to Articles and Sections of, and Exhibits, Attachments, Appendices and Schedules to, this Agreement unless the context shall otherwise require.
- 2.4 The headings of the Articles, Sections, Exhibits, Attachments, Appendices and Schedules are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
- 2.5 Unless the context shall otherwise require, any reference to any agreement, other instrument (including BellSouth, e.spire or any third party offerings, guides or practices), statute, regulation, rule or Tariff is to such agreement, instrument, statute, regulation, rule or tariff as amended and supplemented from time to time (and, in the case of a statute, regulation, rule or Tariff, to any successor provision).
- 2.6 Subject to the terms set forth in Attachment 2 regarding rates and charges, and the Resale Discount set forth in Attachment 1, each Party hereby incorporates by reference those provisions of its Tariffs that govern the provision of any of the services or facilities provided hereunder. However, if any provision of this Agreement and any applicable Tariff cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall prevail. If any provision contained in the main body of this Agreement and any Attachment, Schedule, Appendix or Exhibit hereto cannot reasonably be construed or interpreted to avoid conflict, the provision contained in the main body of this Agreement shall prevail. The fact that a condition, right, obligation, or other term appears in this Agreement but not in any such Tariff shall not be

interpreted as, or be deemed grounds for finding of a conflict for purposes of this Section 2.

- 2.7 Technical references that describe the practices, procedures and specifications for certain services (and the applicable interfaces relating thereto) are listed in Attachment 2 and other relevant Attachments hereto to assist the Parties in meeting their respective responsibilities hereunder.

3. Effective Date

This Agreement becomes effective on the date when executed by both Parties (the “Effective Date”).

4. Term of the Agreement

- 4.1 The term of this Agreement shall be two (2) years, beginning on the Effective Date and shall apply to the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, South Carolina, and Tennessee. If, as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 4.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis while a Subsequent Agreement is being negotiated. The Parties’ rights and obligations with respect to this Agreement after expiration shall be as set forth in Sections 4.3 and 4.4 below.
- 4.2 The Parties agree that by no later than two hundred and seventy (270) days prior to the expiration of this Agreement, they shall commence negotiations with regard to the rates, terms, and conditions of any facilities and service arrangements described herein to be effective beginning on the expiration date of this Agreement (“Subsequent Agreement”).
- 4.3 If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section 4.2, above, the Parties are unable to satisfactorily negotiate rates, terms and conditions for a subsequent agreement, either Party may petition the Commission to establish appropriate rates, terms and conditions for subsequent agreement pursuant to 47 U.S.C. § 252. The Parties agree that, in such event they shall encourage the Commission to issue its order regarding the appropriate local Interconnection and/or Resale arrangements no later than the expiration date of this Agreement. The Parties further agree that in the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Services herein 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 Interconnect, exchange traffic, provide Resale Services and Network Elements, pursuant to the terms and conditions of this Agreement.

- 4.4 Notwithstanding the foregoing, in the event that as of the date of expiration of this Agreement and conversion of this Agreement to a month-to-month term, the Parties have not entered into a Subsequent Agreement and either no arbitration proceeding has been filed in accordance with Section 4.3 above, or the Parties have not mutually agreed (where permissible) to extend the arbitration window for petitioning the applicable Commission(s) for resolution of those terms upon which the Parties have not agreed, then either Party may terminate this Agreement upon sixty (60) days notice to the other Party. In the event that BellSouth terminates this Agreement as provided above, BellSouth shall continue to offer services to e.spire pursuant to the terms, conditions and rates set forth in BellSouth's Statement of Generally Available Terms (SGAT) to the extent an SGAT has been approved by the applicable Commission(s). If any state Commission has not approved a BellSouth SGAT, then upon BellSouth's termination of this Agreement as provided herein, BellSouth will continue to provide services to e.spire pursuant to BellSouth's then current standard interconnection agreement. In the event that the SGAT or BellSouth's standard interconnection agreement becomes effective as between the Parties, the Parties may continue to negotiate a Subsequent Agreement, and the terms of such Subsequent Agreement shall be effective retroactive to the day following expiration of this Agreement.
- 4.5 Subject to Section 1 of Attachment 7 of this Agreement, where termination would affect the services(s) provided by the purchaser thereof to its End Users, the Network Elements and Resale Services provided hereunder are vital to e.spire (or, if applicable, to BellSouth) and must be continued without interruption. When e.spire provides or retains another vendor to provide such comparable Network Elements or Resale Services, BellSouth and e.spire agree to cooperate in an orderly and efficient transition of affected facilities and services to e.spire or such other vendor. The Parties shall coordinate as necessary to ensure that the levels and quality of the Network Elements and Resale Services is not degraded. Each Party will exercise its best efforts to effect an orderly and efficient transition to the replacement provider of facilities and/or services.

5. Resale

BellSouth shall make available to e.spire for resale each of the Telecommunications Services it provides at retail to subscribers that are not Telecommunications Carriers on a nondiscriminatory basis, without unreasonable or discriminatory restrictions, and at a discount reflecting its avoided costs, pursuant to the rates, terms and conditions contained in Attachment 1 hereto and in accordance with the Act, including Sections 251(b)(1), 251(c)(4) and 252(d)(3), and all applicable FCC and State Commission rules, regulations, orders and policies (hereafter, "Requirements").

6. Unbundled Network Elements

BellSouth shall provide e.spire nondiscriminatory access to unbundled Network Elements at just, reasonable and nondiscriminatory rates, terms and conditions for the provision of Telecommunications Services pursuant to the rates, terms and conditions in Attachment 2

hereto in accordance with the Act, including Sections 251(c)(3) and 252(d)(1), and all applicable FCC and State Commission Requirements.

7. Interconnection

BellSouth shall provide for the Interconnection of e.spire's facilities and equipment with BellSouth's network at any technically feasible point within BellSouth's network at just, reasonable and nondiscriminatory rates, terms and conditions, pursuant to the terms and conditions of Attachment 3 hereto and the prices in Attachment 3 hereto and in accordance with the Act, including Sections 251(a), 251(b)(5), 251(c)(2), 252(d)(1), 252(d)(2), and all applicable FCC and State Commission Requirements.

8. Collocation

BellSouth shall permit Physical Collocation of e.spire's equipment at the premises of BellSouth as necessary for Interconnection and access to unbundled Network Elements on a just, reasonable, and nondiscriminatory basis, pursuant to the rates, terms and conditions set forth in Attachment 4 hereto and in accordance with the Act, including Section 251(c)(6), and all applicable FCC and State Commission Requirements. BellSouth shall permit Virtual Collocation pursuant to the terms of BellSouth's FCC Tariff No. 1.

9. Numbers and Number Portability

BellSouth shall provide e.spire with nondiscriminatory access to telephone numbers and Local Number Portability pursuant to the terms and conditions set forth in Attachment 5 hereto, and in accordance with the Act, including Sections 251(b)(2), 251(b)(3), 251(e), and applicable FCC and State Commission Requirements.

10. Operational Support Systems

BellSouth shall provide e.spire with nondiscriminatory access to BellSouth's Operations Support Systems ("OSS") functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing of Resale Services and unbundled Network Elements, pursuant to the terms and conditions of Attachment 6, and consistent with the Act, including Sections 251(c)(3), 251(d)(1), and 252(d)(1), applicable State statutes, all applicable FCC and State Commission Requirements.

11. Billing

BellSouth shall provide intercarrier billing arrangements to e.spire pursuant to the rates, terms and conditions of Attachment 7 hereto, and in accordance with the Act, and applicable FCC and State Commission Requirements.

12. Rights of Way, Conduits and Pole Attachments

BellSouth shall offer e.spire nondiscriminatory access to its poles, ducts, conduits and rights of way, pursuant to terms and conditions set forth in Attachment 8 hereto, and in

accordance with the Act, including Sections 224, and 251(b)(4), applicable State statutes, and all applicable FCC and State Commission Requirements. Such access to rights-of-way, conduit and pole attachments shall be at least equal in quality to, and at rates, terms and conditions at least as favorable, as comparable arrangements provided by BellSouth to itself, its Subsidiaries or Affiliates, or to any other Telecommunications Service Provider.

13. Directory Listings

BellSouth shall make available to e.spire's End Users White and Yellow Page Directory Listings pursuant to the terms and conditions in Attachment 11 and in accordance with the Act, and all applicable FCC and State Commission Requirements. BellSouth shall include e.spire subscriber listings in BellSouth's Directory Assistance database(s) at no charge provided e.spire does not charge for such listings. BellSouth and e.spire shall formulate appropriate procedures regarding lead time, timeliness, format and content of listing information.

14. Parity

When e.spire purchases, pursuant to Attachment 1 of this Agreement, Telecommunications Services from BellSouth for the purposes of Resale to End Users, BellSouth shall provide said services so that the services are equal in quality, subject to the same conditions, and provided within the same provisioning time intervals that BellSouth provides to its Affiliates, Subsidiaries and End Users. To the extent technically feasible, the quality of a Network Element provided pursuant to Attachment 2 of this Agreement, as well as the quality of the access to such Network Element provided by BellSouth to e.spire, shall be at least equal in quality to that which BellSouth provides to itself. The quality of the Interconnection between the networks of BellSouth and e.spire shall be at a level that is equal to that which BellSouth provides itself, a Subsidiary, an Affiliate, or any other Person. The Interconnection facilities shall be designed to meet the same technical criteria and service standards that are used within BellSouth's network and shall extend to a consideration of service quality as perceived by end users and service quality as perceived by e.spire. "Equal in quality" in each instance also means the same interface specifications, provisioning, installation, maintenance, testing and repair intervals for the same services or facilities.

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

BellSouth shall, upon request of e.spire, provide e.spire access to its Network Elements at any technically feasible point for the provision of e.spire's Telecommunications Services where such access is necessary and failure to provide access would impair the ability of e.spire to provide services that it seeks to offer. Any request by e.spire for access to a Network Element, Interconnection option, or for the provisioning of any service or product that is not already available, shall be treated as a Bona Fide Request/New Business Request, and shall be submitted to BellSouth pursuant to the Bona Fide Request/New Business Request process set forth in Attachment 12 hereto.

16. Local Dialing Parity

BellSouth shall provide local dialing parity As Described by the Act and required by FCC rules, regulations and policies. e.spire End Users shall not have to dial any greater number of digits than BellSouth End Users to complete the same call. In addition, e.spire End Users shall experience at least the same service quality as BellSouth End Users in terms of post-dial delay, call completion rate and transmission quality.

17. Law Enforcement and Civil Process

- 17.1 Intercept Devices. Local and federal law enforcement agencies periodically request information or assistance from Local Exchange Carriers. When either Party receives a request associated with an End User of the other Party, the receiving Party will refer such request to the appropriate Party, unless the request directs the receiving Party to attach a pen register, trap-and-trace or form of intercept on the Party's own facilities, in which case that Party will comply with any valid request, to the extent the receiving Party is able to do so.
- 17.2 Subpoenas. e.spire 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 e.spire end users. Billing for such requests will be generated by BellSouth and directed to the law enforcement agency initiating the request. e.spire agrees that in cases where e.spire receives subpoenas or court ordered requests for call detail records for targeted telephone numbers belonging to e.spire end users, e.spire 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. e.spire will provide e.spire end user and/or other customer information that is available to e.spire in response to subpoenas and court orders for their own customer records. BellSouth will redirect subpoenas and court ordered requests for e.spire end user and/or other customer information to e.spire for the purpose of providing this information to the law enforcement agency.
- 17.3 Law Enforcement Emergencies. If a Party receives a request from a law enforcement agency to implement at its switch a temporary number change, temporary disconnect, or one-way denial of outbound calls for an End User of the other Party, the receiving Party will comply so long as it is a valid emergency request. Neither Party shall be held liable for any claims or damages arising from compliance with such requests.

18. Performance Standards and Measurements

The Parties agree that the services offered and rendered by BellSouth pursuant to this Agreement shall be provisioned at parity to the service levels 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 Attachment 9 shall be at parity. BellSouth agrees to meet the performance standard of parity as measured by the relevant Performance Measurements for each reporting period during the term of this Agreement and any extension thereof. Any failure on the part of BellSouth to meet or otherwise comply with the provisioning intervals prescribed in the Agreement for UNEs, resale services, frame relay interconnection and interconnection trunks or to provide service at parity as measured by the Performance Measurements set forth in Attachment 9 shall constitute a specified performance breach which will trigger the automatic payment by BellSouth of liquidated damages to e.spire, according to the schedule set forth in Attachment 9.

[BellSouth will not accept shaded language and will not agree to the imposition of liquidated damages or other penalties for failing to meet specified performance intervals and benchmarks or for failing to meet the parity standard required by the 1996 Act]

19. Liability and Indemnification

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

19.2 e.spire Liability. In the event that e.spire consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of e.spire under this Agreement.

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

19.4 Limitation of Liability.

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

19.4.2 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by e.spire, any e.spire 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 Section, 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. Notwithstanding the foregoing, claims for damages by e.spire, any e.spire Customer or any other Person or entity, resulting from the gross negligence or willful misconduct of BellSouth, shall not be subject to such limitation of liability.

- 19.4.3 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 e.spire 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 Section, e.spire'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 BellSouth, any BellSouth Customer or any other Person or entity resulting from the gross negligence or willful misconduct of e.spire, shall not be subject to such limitation of liability.

- 19.5 Neither Party shall be liable for damages to the other Party's terminal location, POI or the other Party's Customers' premises resulting from the furnishing of a service, including, but not limited to, the installation and removal of equipment and associated wiring, except to the extent the damage is caused by such Party's gross negligence or willful misconduct or by a company's failure to properly ground a local loop after disconnection.

Except to the extent caused by gross negligence or willful misconduct, neither 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.

- 19.6 Indemnification for Certain Claims. The Party providing services hereunder, its Affiliates and its parent company, shall be indemnified, defended and held harmless by the Party receiving services hereunder against any claim, loss or damage arising from the receiving Party's use of the services provided under this Agreement pertaining to (1) claims for libel, slander or invasion of privacy arising from the content of the receiving company's own communications, or (2) any

claim, loss or damage claimed by the Customer of the Party receiving services arising from such Party's use or reliance on the providing company's services, actions, duties, or obligations arising out of this Agreement. 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.

20. Disclaimer of Representations and Warranties

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NEITHER PARTY HERETO MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, FACILITIES, FUNCTIONS AND PRODUCTS PROVIDED UNDER OR CONTEMPLATED BY THIS AGREEMENT, AND THE PARTIES DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

21. Intellectual Property Rights and Indemnification

- 21.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement.
- 21.2 Publicity. Each Party is strictly prohibited from any use, including but not limited to use in sales, marketing or advertising of Telecommunications Services, of the other Party's name, service mark, trademark or logo. Either Party may reference the name of the other party in connection with factual statements in response to questions from Customers or potential Customers regarding the source of the underlying service.
- 21.3 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, 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.

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 copyright, trademarks or trade secrets, or other potential intellectual property 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. Such indemnification shall not, however, extend to claims for patent infringement to the extent the alleged infringement results from:

- 21.3.1 Modification of the service by someone other than the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such modification; or
 - 21.3.2 The combination, operation or use of the service with any product, data or apparatus not provided by the providing Party and/or its subcontractors, where there would be no such infringement or violation in the absence of such combination, operation or use; or
 - 21.3.3 Conformance to specifications of the indemnitee which would necessarily result in infringement.
- 21.4 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: (i) modify or replace the applicable facilities or equipment (including software) while maintaining its form and function, or (ii) obtain a license sufficient to allow such use to continue. In the event (i) or (ii) are commercially unreasonable, then said Party may, terminate, upon reasonable notice, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.
- 21.5 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 ("Indemnified Party") shall promptly give written notice to the other Party ("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.
- 21.6 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.

22. Treatment of Proprietary and Confidential Information

- 22.1 For the purposes of this Agreement, “Confidential Information” means confidential or proprietary technical or business information given by the Discloser to the Recipient. All Confidential Information shall be in writing or other tangible form and clearly marked with a confidential, private or proprietary legend. In addition, by way of example and not limitation, all orders for Facilities and Services provided herein, placed by either Party pursuant to this Agreement, and, information that would constitute Customer Proprietary Network Information (“CPNI”) of either Party’s Customers pursuant to the Act and the rules and regulations of the FCC, and Recorded Usage Data, whether disclosed by one Party to the other or otherwise acquired by one Party from the other in the course of the performance of this Agreement, shall be deemed Confidential Information of either Party for all purposes under this Agreement.
- 22.2 For a period of five (5) years from the receipt of Confidential Information from the Discloser, except as otherwise specified in this Agreement, the Recipient agrees (a) to use it only for the purpose of performing under this Agreement, (b) to hold it in confidence and disclose it to no one other than its employees having a need to know for the purpose of performing under this Agreement, and (c) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential Information. If the Recipient wishes to disclose the Discloser’s Confidential Information to a third-party agent or consultant, such agent or consultant must have agreed in writing to comply with and be bound by the terms of this Section 22. Each Party expressly commits, without limitation, that no Confidential Information of the other Party will be made available to any employee, agent or consultant with retail sales, marketing or sales management-related functions other than as expressly provided in this Agreement.
- 22.3 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.
- 22.4 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party becomes aware that it has lost or made an unauthorized disclosure of the other Party’s Confidential Information, it will notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.
- 22.5 The Recipient will have no obligation to safeguard Confidential Information: (a) which was in the possession of the Recipient free of restriction prior to its receipt from the Disclosure; (b) after it becomes publicly known or available through no

breach of this Agreement by the Recipient; (c) after it is rightfully acquired by the Recipient free of restrictions on its disclosure; or (d) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or court, in the conduct of any mediation, arbitration or approval of this Agreement, so long as, in the absence of an applicable protective order, the Discloser has been promptly notified by the Recipient and so long as the Recipient undertakes all lawful measures to avoid disclosing such information until Discloser has had reasonable time to negotiate a protective order or confidentiality agreement, as applicable, with any such mediator, arbitrator, state or regulatory body or court, and complies with any protective order that covers the Confidential Information.

- 22.6 The Parties acknowledge that an individual End User may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from End Users or sources other than the Disclosing Party.
- 22.7 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination of the Agreement.
- 22.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure of Confidential Information in breach of this Agreement by the Recipient or its representatives, and the Discloser shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement, but shall be in addition to all other remedies available at law or in equity.

23. Assignments

Neither Party hereto may assign or otherwise transfer its rights or obligations under this Agreement, except with the prior written consent of the other Party hereto, which consent shall not be unreasonably withheld; provided, however, that, so long as the performance of any assignee is guaranteed by the assignor: (i) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other Party, to any Affiliate of such Party and (ii) either Party may assign its rights and delegate its benefits, duties and obligations under this Agreement, without the consent of the other, to any person or entity that obtains control of all or substantially all of such assigning Party's assets, by stock purchase, asset purchase, merger, foreclosure, or otherwise. Each Party shall notify the other in writing of any such assignment. Nothing in this Section is intended to impair the right of either Party to utilize subcontractors.

24. Escalation Procedures

Each Party hereto shall provide the other Party hereto with the names, telephone numbers, and , if in use, mobile phone and pager numbers, of their respective managers up to the Vice President level for the escalation of unresolved matters relating to their performance of their duties under this Agreement. Each Party shall supplement and update such information as necessary to facilitate prompt resolution of such matters. Each Party further agrees to establish an automatic internal escalation procedure relating to unresolved disputes arising under this Agreement.

25. Expedite Procedures

Each Party shall promptly establish a nondiscriminatory procedure for expediting installation and repair of facilities provided pursuant to this Agreement.

26. Resolution of Disputes

26.1 Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively, a “Dispute”) arising under this Agreement shall be resolved in accordance with the procedures set forth in this Section. In the event of a Dispute between the Parties relating to this Agreement, and upon the written request of either Party, each of the Parties shall appoint within five (5) Business Days after a Party’s receipt of such request, a designated representative who has authority to settle the Dispute and who is at a higher level of management than the persons with direct responsibility for administration of this Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions will be left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other Party shall be honored. If the Parties are unable to resolve issues related to a Dispute within thirty (30) days after a Party’s request is made for appointment of designated representatives as set forth above, either Party may seek relief from the appropriate state regulatory agency or may seek such other relief to which it is entitled to under Applicable Law. Notwithstanding the foregoing, in no event shall the Parties permit the pendency of a Dispute to disrupt service to any e.spire or BellSouth End User, unless such service is damaging or interfering with customer services or network operations.

27. Taxes

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

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

27.2 Taxes and Fees Imposed Directly On Either Providing Party or Purchasing Party.

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

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

27.3 Taxes and Fees Imposed on Purchasing Party But Collected And Remitted By Providing Party.

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

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

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

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

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

- 27.3.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect, indemnify and hold harmless (and defend at the purchasing Party's expense) the providing Party from and against any such tax or fee, interest or penalties thereon, or other charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.
- 27.3.7 Each Party shall notify the other Party in writing of any assessment, proposed assessment or other claim for any additional amount of such a tax or fee by a taxing authority; such notice to be provided, if possible, at least ten (10) days prior to the date by which a response, protest or other appeal must be filed, but in no event later than thirty (30) days after receipt of such assessment, proposed assessment or claim.
- 27.4 ~~Taxes and Fees Imposed on Providing Party But Passed On To Purchasing Party.~~
- 27.4.1 Taxes and fees imposed on the providing Party, which are permitted or required to be passed on by the providing Party to its customer, shall be borne by the purchasing Party.
- 27.4.2 To the extent permitted by applicable law, any such taxes and/or fees shall be shown as separate items on applicable billing documents between the Parties. Notwithstanding the foregoing, the purchasing Party shall remain liable for any such taxes and fees regardless of whether they are actually billed by the providing Party at the time that the respective service is billed.
- 27.4.3 If the purchasing Party disagrees with the providing Party's determination as to the application or basis for any such tax or fee, the Parties shall consult with respect to the imposition and billing of such tax or fee. Notwithstanding the foregoing, the providing Party shall retain ultimate responsibility for determining whether and to what extent any such taxes or fees are applicable, and the purchasing Party shall abide by such determination and pay such taxes or fees to the providing Party. The providing Party shall further retain ultimate responsibility for determining whether and how to contest the imposition of such taxes and fees; provided, however, that any such contest undertaken at the request of the purchasing Party shall be at the purchasing Party's expense.
- 27.4.4 In the event that all or any portion of an amount sought to be collected must be paid in order to contest the imposition of any such tax or fee, or to avoid the existence of a lien on the assets of the providing Party during the pendency of such contest, the purchasing Party shall be responsible for such payment and shall be entitled to the benefit of any refund or recovery.
- 27.4.5 If it is ultimately determined that any additional amount of such a tax or fee is due to the imposing authority, the purchasing Party shall pay such additional amount, including any interest and penalties thereon.
- 27.4.6 Notwithstanding any provision to the contrary, the purchasing Party shall protect indemnify and hold harmless (and defend at the purchasing Party's expense) the

providing Party from and against any such tax or fee, interest or penalties thereon, or other reasonable charges or payable expenses (including reasonable attorney fees) with respect thereto, which are incurred by the providing Party in connection with any claim for or contest of any such tax or fee.

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

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

28. Network Maintenance and Management

28.1 The Parties shall work cooperatively to implement this Agreement. The Parties shall exchange appropriate information (e.g., maintenance contact numbers, network information, information required to comply with law enforcement and other security agencies of the Government, etc.) as reasonably required to implement and perform this Agreement.

28.2 Each Party hereto shall design, maintain and operate their respective networks as necessary to ensure that the other Party hereto receives service quality which is consistent with generally accepted industry standards at least at parity with the network service quality given to itself, its Affiliates, its End Users or any other Telecommunications Carrier.

28.3 Neither Party shall use any service or facility provided under this Agreement in a manner that impairs the quality of service to other Telecommunications Carriers' or to either Party's End Users. Each Party will provide the other Party notice of any such impairment at the earliest practicable time.

28.4 BellSouth agrees to provide e.spire prior notice consistent with applicable FCC rules and the Act of changes in the information necessary for the transmission and routing of services using BellSouth's facilities or networks, as well as other changes that affect the interoperability of those respective facilities and networks. This Agreement is not intended to limit BellSouth's ability to upgrade its network through the incorporation of new equipment, new software or otherwise so long as such upgrades are not inconsistent with BellSouth's obligations to e.spire under the terms of this Agreement.

29. Changes in Subscriber Carrier Selection

- 29.1 Both Parties hereto shall apply all of the principles set forth in 47 C.F.R. § 64.1100 to the process for End User selection of a primary Local Exchange Carrier. BellSouth shall not require a disconnect order from an e.spire Customer or another LEC in order to process an e.spire order for Resale Service for an e.spire End User. Until the FCC or the Commission adopts final rules and procedures regarding a Customer's selection of a primary Local Exchange Carrier, unless already done so, e.spire shall deliver to BellSouth a Blanket Representation of Authorization that applies to all orders submitted by e.spire under this Agreement that require a primary Local Exchange Carrier change. Both Parties hereto shall retain on file all applicable documentation of authorization, including letters of authorization, relating to their End User's selection as its primary Local Exchange Carrier, which documentation shall be available for inspection by the other Party hereto upon reasonable request during normal business hours.
- 29.2 If an End User denies authorizing a change in his or her primary Local Exchange Carrier selection to a different local exchange carrier ("Unauthorized Switching"), the Party receiving the End User complaint shall switch or caused to be switched that End User back to his preferred carrier in accordance with Applicable Law.

30. Force Majeure

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

31. 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 the other Party 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 multcentury formulas and date values, and date data interface values that reflect the century.

32. Binding Effect

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

33. Consent

Where consent, approval or mutual agreement is required of a Party, it shall not be unreasonably withheld or delayed, unless otherwise expressly provided herein.

34. Modification of Agreement

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

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

34.3 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).

34.4 In the event that any ~~effective~~ legislative, regulatory, judicial or other legal action materially affects any material terms of this Agreement, or the ability of e.spire or BellSouth to perform any material terms of this Agreement, e.spire 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 26.

[BellSouth will not accept shaded language – it will not commit to comply with “effective” orders of the FCC and this Commission and instead proposes to replace the word “effective” with “final and nonappealable”]

35. Waivers

Except as otherwise provided in this Agreement, no amendment or waiver of any provision of this Agreement, and no consent to any default under this Agreement, will be effective unless the same is in writing and signed by an authorized representative of the Party against whom such amendment, waiver or consent is claimed. 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.

36. Expenses

Except as specifically set out in this Agreement, or as otherwise required by a regulatory agency with jurisdiction, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

37. Relationship of Parties

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish, or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in this Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

38. Third Party Beneficiaries

This Agreement does not provide, and shall not be construed to provide, third parties with any benefit, remedy, claim, liability, reimbursement, cause of action, or other privilege.

39. Cooperation on Preventing End User Fraud

The Parties agree to cooperate fully with one another to investigate, minimize, prevent, and take corrective action in cases of fraud.

40. Good Faith Performance

In the performance of their obligations under this Agreement the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement (including without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement), such action will not be unreasonably delayed, withheld or conditioned.

41. Independent Contractors

Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement, and retains full control over the employment, direction, compensation and discharge of its employees assisting in the performance of such obligations. Each Party shall be solely responsible for all matters relating to payment of such employees, including compliance with social security taxes, withholding taxes and all other regulations governing such matters. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal and, (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of the Party's obligations hereunder.

42. Subcontracting

If any obligation is performed through a subcontractor, each Party shall remain fully responsible for the performance of this Agreement in accordance with its terms, including any obligations either Party performs through subcontractors, and each Party shall be solely responsible for payments due the Party's subcontractors. No contract, subcontract or other Agreement entered into by either Party with any third party in connection with the provision of any facilities or services provided herein, shall provide for any indemnity, guarantee or assumption of liability by, or other obligation of, the other Party to this Agreement with respect to such arrangement, except as consented to in writing by the other Party. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement. Any subcontractor who gains access to CPNI or Confidential Information covered by this Agreement shall be required by the subcontracting Party to protect such CPNI or Confidential Information to the same extent that the subcontracting Party is required to protect the same under the terms of this Agreement.

43. Severability

If any term, condition or provision of this Agreement is held to be invalid or unenforceable for any reason, such invalidity or unenforceability shall not invalidate the entire Agreement, unless such construction would be unreasonable. The Agreement shall be construed as if it did not contain the invalid or unenforceable provision or provisions, and the rights and obligations of each Party shall be construed and enforced accordingly. Provided, however, that in the event such invalid or unenforceable provision or provisions are essential elements of this Agreement and substantially impair the rights or obligations of either Party, the Parties shall promptly negotiate a replacement provision or provisions. If impasse is reached, the Parties will resolve said impasse under the dispute resolution procedures set forth in Section 26.

44. Survival of Obligations

Any liabilities or obligations of a Party for acts or omissions prior to the cancellation or termination of this Agreement, and any obligation of a Party under the provisions regarding indemnification, Confidential Information, limitations on liability, and any other provisions of this Agreement which, by their terms are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination thereof.

45. Customer Inquiries

45.1 Each Party shall refer all questions regarding the other Party's services or products directly to the other Party at a telephone number specified by that Party.

45.2 ~~Each Party shall ensure that each of their representatives who receive inquiries~~ regarding the other Party's services: (i) provide the numbers described in Section 46.1 to callers who inquire about the other Party's services or products, and (ii) do not in any way disparage or discriminate against the other Party or its products or services.

46. Compliance with Applicable Law

46.1 Each Party shall comply at its own expense with all applicable federal, state, and local statutes, laws, rules, regulations, codes, final and nonappealable orders, decisions, injunctions, judgments, awards and decrees that relate to its obligations under this Agreement. Nothing in this Agreement shall be construed as requiring or permitting either Party to contravene any mandatory requirement of Applicable Law, and nothing herein shall be deemed to prevent either Party from recovering its cost or otherwise billing the other Party for compliance with the Order to the extent required or permitted by the term of such Order.

46.2 Each Party shall be responsible for obtaining and keeping in effect all approvals from, and rights granted by, governmental authorities, building and property owners, other carriers, and any other persons that may be required in connection with the performance of its obligations under this Agreement. Each Party shall reasonably cooperate with the other Party in obtaining and maintaining any required approvals and rights for which such Party is responsible.

47. Labor Relations

Each Party shall be responsible for labor relations with its own employees. Each Party agrees to notify the other Party as soon as practicable whenever such Party has knowledge that a labor dispute concerning its employees is delaying or threatens to delay such Party's timely performance of its obligations under this Agreement and shall endeavor to minimize impairment of service to the other Party (by using its management personnel to perform work or by other means) in the event of a labor dispute to the extent permitted by Applicable Law.

48. Compliance with the Communications Law Enforcement Act of 1994 (“CALEA”)

Each Party represents and warrants that any equipment, facilities or services provided to the other Party under this Agreement comply with CALEA. Each Party shall indemnify and hold the other Party harmless from any and all penalties imposed upon the other Party for such other Party’s noncompliance, and shall at the non-compliant Party’s sole cost and expense, modify or replace any equipment, facilities or services provided to the other Party under this Agreement to ensure that such equipment, facilities and services fully comply with CALEA.

49. “Fresh Look” For Services Offered Pursuant to Term Contracts

For period of 180 days from the later of (i) the Effective Date of this Agreement or (ii) the date facilities-based competitive local service is offered by e.spire in a local service area, long term local service and intraLATA toll service contracts entered into between an End User and BellSouth may be terminated by such End Users without fault or penalty when switching to e.spire services. For this provision, local service area is defined as the area served by a given Wire Center. “Long term service contracts” are defined as service contracts that have a remaining term of one year or greater as of the date facilities-based competitive local service is offered by e.spire in the local service area.

[BellSouth will not accept shaded language and will not agree to “fresh look” provisions]

50. Additional Fair Competition Requirements

50.1 In the event that either Party transfers facilities or other assets to an Affiliate which are necessary to comply with its obligations under this Agreement, the obligations hereunder shall survive and transfer to such Affiliate.

50.2 BellSouth shall allow local exchange customers of e.spire to select BellSouth for the provision of intraLATA toll services on a nondiscriminatory basis.

[BellSouth will not accept shaded language and will not agree to let consumers pick BellSouth for their intraLATA toll services, unless they also stay with BellSouth for their local services]

50.3 BellSouth shall not use information derived from providing services or facilities to e.spire to create a lead or other information base for a “winback” sales program.

51. 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.

52. 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.

53. Nonexclusive Dealings

This Agreement does not prevent either Party from providing or purchasing services or facilities to or from any other Person, nor does it obligate either Party to provide or purchase any services or facilities not specifically provided herein.

54. Notices

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

BellSouth Telecommunications, Inc.

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

and

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

e.spire Communications, Inc.

Riley M. Murphy
Executive Vice President and General Counsel
Suite 100
131 National Business Parkway
Annapolis Junction, Maryland 20701

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

54.2 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.

- 54.3 BellSouth shall provide e.spire notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale.

55. Rule of Construction

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

56. 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.

57. 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.

58. Filing of Agreement

Upon execution of this Agreement BellSouth shall file the same with the appropriate state Commission pursuant to the requirements of Section 252 of the Act. Each Party shall cooperate with the other and with any applicable regulatory agency to obtain regulatory approval of this Agreement. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, e.spire shall be responsible for the costs of publishing the required notice and the filing fee shall be borne by both Parties equally.

59. 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.

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

Optional Daily Usage File (ODUF)

Enhanced Optional Daily Usage File (EODUF)

Access Daily Usage File (ADUF)
Line Information Database (LIDB) Storage
Centralized Message Distribution Service (CMDS)
Calling Name (CNAM)

60. Signature

Signatures transmitted by the Parties by facsimile shall have the same effect as original signatures as of the date transmitted by the executing Party.

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

BellSouth Telecommunications, Inc.

e.spire Communications, Inc.

Signature

Signature

Name

Name

Title

Title

Date

Date

Definitions

1.1 “Act” means the Communications Act of 1934 (47 U.S.C. 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted and implemented in the duly authorized rules and regulations of the FCC or a State Commission within its state of jurisdiction.

1.2 “ADSL” or “Asymmetrical Digital Subscriber Line” means a transmission technology which transmits an asymmetrical digital signal of up to 6 Mbps to the End User and up to 640 Kbps from the End User.

1.3 “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.

1.4 “Agreement” refers to this Interconnection Agreement between e.spire and BellSouth and all Attachments, Appendices, Exhibits, Schedules and Addenda or Amendments hereto.

1.5 “AMA” means the Automated Message Accounting structure inherent in switch technology that initially records telecommunication message information. AMA format is contained in the Automated Message Accounting document, published by Telcordia as GR-1100-CORE which defines the industry standard for message recording.

1.6 “Applicable Law ” means all laws, regulations, and orders applicable to each Party’s performance of its obligations hereunder.

1.7 “As Defined in the Act” means as specifically defined by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or a State Commission within its state of jurisdiction.

1.8 “As Described in the Act” means as described in or required by the Act and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the Commission.

1.9 “Automatic Location Identification” or “ALI” means a feature by which the service address associated with the calling party’s listed telephone number identified by ANI as defined herein, is forwarded to the PSAP for display. Additional telephones with the same number as the calling party’s, including secondary locations and off-premise extensions will be identified with the service address of the calling party’s listed number.

1.10 “Automatic Number Identification” or “ANI” means a signaling parameter which refers to the number transmitted through a network identifying the calling party.

1.11 “Bellcore” now known as “Telcordia”

1.12 “Bill Date” means the date that a bill is issued by a party.

1.13 “Bona Fide Request” as defined in Attachment 12.

1.14 “Business Day” means a day on which banking institutions are required to be open for business in New York.

1.15 “Calling Party Number” or “CPN” is a Common Channel Signaling (“CCS”) parameter which refers to the number transmitted through a network identifying the calling party.

1.16 “Carrier Identification Code” or “CIC” is a three-digit or four digit or five digit number that identifies a specific Interexchange Carrier.

1.17 “Central Office Switch” means a switch used to provide Telecommunications Services, including, but not limited to:

~~1.17.1 “End Office Switches” which are used to terminate Customer station~~
Loops for the purpose of interconnection to each other and to trunks; and

1.17.2 “Tandem Office Switches” or “Tandems” which are used to connect and switch trunk circuits between and among other Central Office Switches.

1.18 “Centralized Message Distribution System” or “CMDS” is the Telcordia (formerly BellCore) administered national system, based in Kansas City, Missouri, used to exchange Exchange Message Interface (EMI) formatted data among host companies.

1.19 “CLASS Features” means certain CCIS-based features available to Customers including but not limited to: Automatic Call Back; Call Trace; Caller Identification and related blocking features; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.

1.20 “Collocation” is As Described in the Act and FCC Rules and Orders, and as further defined in Attachment 4 hereto.

1.21 “Commercial Mobile Radio Service” or “CMRS” is As Defined in the Act.

1.22 “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.

1.23 “Common Channel Signaling” or “CCS” means the signaling system, developed for use between switching systems with stored-program control, in which all of the signaling information for one or more groups of trunks is transmitted over a dedicated high-speed data link rather than on a per-trunk basis. The current industry standard for common carrier network signaling is SS7.1.33 “Competitive Local Exchange Carrier” or “CLEC” means any Local Exchange Carrier other than BellSouth, operating as such in BellSouth’s certificated territory.

1.24 “Confidential Information” is As Defined in Part A hereof.

1.25 “Cross Connection” means a jumper cable or similar connection provided pursuant to Collocation at the digital signal cross connect, Main Distribution Frame or other

suitable frame or panel between (i) the Collocating Party's equipment and (ii) the equipment or facilities of the housing party.

1.26 "Customer" or "End User" means a third-party residence or business that subscribes to Telecommunications Services provided by either of the Parties.

1.27 "Customer of Record" means the entity responsible for placing applications for service; requesting additions, rearrangements, maintenance or discontinuance of service; and payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

1.28 "Customer Proprietary Network Information" or "CPNI" is As Defined in the Act.

1.29 "Customer Specific Arrangement" or "CSA" means a service arrangement negotiated with an individual customer that includes rates, terms or conditions that differ from those included in BellSouth's intrastate retail services tariff.

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

1.31 "Dark Fiber" is as defined in Attachment 2 of this Agreement. 1.45 "Data Management System" or "DMS" means a system of manual procedures and computer processes used to create, store and update the data required to provide the Selecting Routing ("SR") and ALI features.

1.32 "Demarcation Point" means a point on a property or premises where the Customer's service is located as determined by the applicable LEC. This point is where network access recurring charges and the LEC's responsibility stop and beyond which Customer responsibility begins.

1.33 "Deposit" means assurance provided by a customer in the form of cash, surety bond or bank letter of credit.

1.34 "Dialing Parity" is As Defined in the Act.

1.35 "Digital Signal Level" means one of several transmission rates in the time-division multiplex hierarchy.

1.36 "Digital Signal Level 0" or "DS0" means the 64 Kbps zero-level signal in the time-division multiplex hierarchy.

1.37 "Digital Signal Level 1" or "DS1" means the 1.544 Mbps first-level signal in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS1 is the initial level of multiplexing.

1.38 "Digital Signal Level 3" or "DS3" means the 44.736 Mbps third-level in the time-division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is defined as the third level of multiplexing.

- 1.39 “Dispute” is As Defined in Part A hereof.
- 1.40 “End User Customer Location” means the physical location of the premises where an End User makes use of the Telecommunications Services.
- 1.41 “Exchange Access” is As Defined in the Act.
- 1.42 “Exchange Area ” means an area, defined by the Commission, for which a distinct local rate schedule is in effect.
- 1.43 “Exchange Message Interface” or “EMI” s the nationally administered standard format for the exchange of data among the Exchange Carriers within the telecommunications industry.
- 1.44 “FCC” ~~means the Federal Communications Commission.~~
- 1.45 “FCC Regulations” means the effective rules, regulations, requirements, orders and policies adopted or issued by the FCC, as each may be revised from time to time.
- 1.46 “Feeder” is As Defined in Attachment 2.
- 1.47 “Fiber-Meet” or “Mid-Span Meet” as defined in Attachment 3 of this Agreement.
- 1.48 “Grandfathered Services” is As Defined in Attachment 1 of this Agreement
- 1.49 “Hazardous Substances” is As Defined in Attachment 4 of this Agreement.
- 1.50 “HDSL” or “High-Bit Rate Digital Subscriber Line” means a transmission technology which transmits up to a DS1-level signal, using any one of the following line codes: 2 Binary / 1 Quaternary (“2B1Q”), Carrierless AM/PM, Discrete Multitone (“DMT”), or 3 Binary / 1 Octel (“3B1O”).
- 1.51 “Incumbent Local Exchange Carrier” or “ILEC” is As Defined in the Act. For purposes of this Agreement, BellSouth is an Incumbent Local Exchange Carrier.
- 1.52 “Independent Telephone Company” or “ITC” means any entity other than BellSouth which, with respect to its operations within the states covered by this Agreement, is an Incumbent Local Exchange Carrier.
- 1.53 “Information Service” means the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.
- 1.54 “Inside Wire ” or “Inside Wiring” means all wire, cable, terminals, and associated equipment or materials on the Customer’s side of the Rate Demarcation Point.
- 1.55 “Integrated Digital Loop Carrier” (IDLC) is as described in Attachment 2 of this Agreement.

1.56 “Integrated Services Digital Network” (ISDN) means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data, as set forth in Attachment 2.

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

1.58 “Interconnection” is As Described in the Act.

1.59 “Interexchange Carrier” or “IXC” means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.

1.60 “Interim Number Portability” or “INP” is As Described in the Attachment 5 of this Agreement.

1.61 “InterLATA” is As Defined in the Act.

1.62 “IntraLATA Toll Traffic” means all basic intraLATA message services calls other than Local Traffic.

1.63 “Line Information Data Base(s)” or “LIDB” is as described in Attachment 2 of this Agreement.

1.64 “Liquidated Damages” is as defined in Part A hereof.

[BellSouth will not accept shaded language and will not agree to the imposition of liquidated damages or other penalties for failing to meet specified performance intervals and benchmarks or for failing to meet the parity standard required by the 1996 Act]

1.65 “Local Access and Transport Area” or “LATA” is As Defined in the Act.

1.66 “Local Exchange Carrier” or “LEC” is As Defined in the Act.

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

1.68 “Local Number Portability” or “LNP” means the ability of users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another.

1.69 “Local Traffic” is defined as any telephone call that originates from an NXX assigned to one local calling area and terminates to, or is delivered to an ISP with, an NXX assigned to the same local calling area, or a corresponding Extended Area Service (EAS) exchange area.

[BellSouth cannot agree to the shaded language without the following additional language: “As clarification of this definition and for reciprocal compensation, Local Traffic does not include traffic that originates from or terminates to or through an enhanced service provider or information service provider. As further clarification, Local Traffic does not include calls that do not transmit information of the user’s choosing. In any event, neither Party will pay reciprocal compensation to the other if the “traffic” to which such reciprocal compensation would otherwise apply was generated, in whole or in part, for the purpose of creating an obligation on the part of the originating carrier to pay reciprocal compensation for such traffic.”]

1.70 “Loop” element is As Defined in Attachment 2 of this Agreement.

1.71 “Main Distribution Frame” means the distribution frame used to interconnect cable pairs and line and trunk equipment terminals on a switching system.

1.72 “MECAB” means the Multiple Exchange Carrier Access Billing -(MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (“OBF”), which functions under the auspices of the Carrier Liaison Committee (“CLC”) of the Alliance for Telecommunications Industry Solutions (“ATIS”) . The MECAB document, published by Telcordia as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an Exchange Access service provided by two or more LECs, or by one LEC in two or more states, within a single LATA.

1.73 “MECOD” means the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of OBF. The MECOD document, published by Telcordia as Special Report SR-STS-002643, establishes methods for processing orders for Exchange Access service which is to be provided by two or more LECs.

1.74 “Meet-Point Billing” (MPB) the process whereby each Party bills the appropriate tariffed rate for its portion of a jointly provided Switched Exchange Access Service as agreed to in the Agreement for Switched Access Meet Point Billing.

1.75 “Multiple Bill/Single Tariff” or “Multiple Bill/Multiple Tariff” means the MPB method whereby each LEC prepares and renders its own meet point bill in accordance with its own Tariff(s) for the portion of the jointly-provided Switched Exchange Access Service which the LEC provides.

1.76 “NECA” refers to the National Exchange Carriers Association.

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

for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in Attachment 2 of this Agreement.

1.78 “Network Interface Device” or “NID” is as described in Attachment 2 of this Agreement.

1.79 “New Business Request” (NBR) is as defined in Attachment 12.

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

1.81 “North American Numbering Plan” or “NANP” means the numbering and routing plan used in the United States that also serves Canada, Bermuda, Puerto Rico and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a 3-digit NPA code (commonly referred to as the area code), followed by a 3-digit NXX code and 4-digit line number.

1.82 “Numbering Plan Area” or “NPA” also is sometimes referred to as an area code. There are two general categories of NPAs, “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. A Non-Geographic NPA, also known as a “Service Access Code” or “SAC Code,” is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas (e.g., 800 is an example of a Non-Geographic NPA).

1.83 “NXX Code” or “End Office Code” means the three digit switch entity indicator (i.e., the first three digits of a seven digit telephone number).

1.84 “OBF” means the “Ordering and Billing Forum”, which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS).

1.85 “OCN” refers to an Operating Company Number.

1.86 “OCn” is as defined in Attachment 2.

1.87 “Optical Carrier Level 3” or “OC3” is As Defined in Attachment 2.

1.88 “Optical Carrier Level 12” or “OC12” is As Defined in Attachment 2.

1.89 “Optical Line Terminating Multiplexor” or “OLTM” is As Defined in Attachment 2.

1.90 “Party” means either BellSouth or e.spire, and “Parties” means BellSouth and e.spire.

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

1.92 “Percent Local Usage” or “PLU” is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all “Local Traffic” minutes of use. The denominator shall include the total intrastate minutes of use including local, intrastate toll, and access.

[BellSouth will not accept shaded language – it proposes to exclude ISP traffic from the calculation]

1.93 “Performance Measurements” is as described in attachment 9 hereto.

1.94 “Person” is As Defined in the Act.

1.95 “Physical Collocation” is As Defined in the Act.

1.96 “PIC” means Primary or Presubscribed Interexchange Carrier.

1.97 “Public Safety Answering Point” or “PSAP” means an answering location for 9-1-1 calls originating in a given area. A PSAP may be designated as Primary or Secondary, which refers to the order in which calls are directed for answering. Primary PSAPs respond first. Secondary PSAPs receive calls on a transfer basis only, and generally serve as a centralized answering location for a particular type of emergency call. PSAPs are staffed by employees of Service Agencies such as police, fire or emergency medical agencies or by employees of a common bureau serving a group of such entities.

1.98 “Publisher” means BellSouth’s White Pages and Yellow Pages Directories publisher(s), currently “BAPCO.”

1.99 “Rate Center” means the specific geographic point which has been designated by a given LEC as being associated with a particular NPA-NXX code which has been assigned to the LEC for its provision of Telephone Exchange Service. The Rate Center is the finite geographic point identified by a specific V&H coordinate, which is used by that LEC to measure, for billing purposes, distance sensitive transmission services associated with the specific Rate Center.

[BellSouth will not accept shaded language without adding the requirement that e.spire’s rate centers mirror those of BellSouth]

1.100 “Reciprocal Compensation” refers to the payment arrangement for transport and termination of Local Traffic, including the “transport and termination” or delivery of calls to ISPs, as specified in Attachment 3.

[BellSouth will not accept shaded language – it will not agree to compensate e.spire for the delivery of ISP-bound traffic]

1.101 “Resale” means an activity wherein a certificated CLEC subscribes to the Telecommunications Services of BellSouth and then reoffers those telecommunications services to the public (with or without “adding value”).

1.102 “Resale Service Area” means the area, as defined in a state Commission approved certificate of operation, within which a CLEC may offer resold local exchange telecommunications service.

1.103 “Resale Services” means the BellSouth local services provided to e.spire for Resale pursuant to the terms of Attachment 1 hereto.

1.104 “Revenue Accounting Office Status Company” or “RAO” 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.

1.105 “Serving Wire Center” or “SWC” is as described in Attachment 3 of this Agreement

1.106 “Shared Tenant Service” or “STS” is as defined in BellSouth’s appropriate General Subscriber Service Tariff.

1.107 “Shared Transport” or “Common Transport” is as defined in Attachment 2 of this Agreement.

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

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

1.110 “Subsidiary” means a corporation or other legal entity owned or controlled by a Party.

1.111 “Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or

termination of Telephone Toll Service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 700 access, 800/888/877 access, and 900 access and their successors or similar Switched Exchange Access Services.

[BellSouth will not agree to the shaded language without the addition of “Internet Protocol (IP) Telephony”]

1.112 “Synchronous Optical Network” or “SONET” means an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (OC-1/STS-1) and higher rates are direct multiples of the base rate, up to 13.22 Gpbs.

1.113 “Tandem Office Switches” or “Tandems” which are used to connect and switch trunk circuits between and among other Central Office Switches. A Central Office Switch may also be employed as a combination End Office/Tandem Office Switch at the election of the Party providing service. For purposes of this Agreement, the e.s.pire local switch functions as both a Tandem and an End Office Switch.

[BellSouth will not agree to the shaded language – it will not agree to contract language implementing FCC Rule 51.711]

1.114 “Tariff” means any applicable and effective federal or state tariff of a Party, that is filed with the FCC or Commission, each as may be amended by the Party from time to time, under which a Party offers a particular service, facility, or arrangement. A Tariff shall not include BellSouth’s “Statement of Generally Available Terms and Conditions for Interconnection, Unbundled Network Elements, Ancillary Services and Resale of Telecommunications Services” which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Communications Act of 1934, 47 U.S.C. § 252(f).

1.115 “Tax” is As Defined in Part A hereof.

1.116 “Technically Feasible Point” is As Described in the Act.

1.117 “Telecommunications” is As Defined in the Act.

1.118 “Telecommunications Act of 1996” means Public Law 104-104 of the United States Congress effective February 8, 1996 as amended, and any rules, and regulations promulgated thereunder.

1.119 “Telecommunications Carrier” is As Defined in the Act.

1.120 “TRS” refers to Telecommunications Relay Service.

1.121 “Telecommunications Service” is As Defined in the Act.

1.122 “Telcordia” is the former Bell Communications Research, Inc.

1.123 “Telephone Exchange Service” is As Defined in the Act.

1.124 “Telephone Toll Service” is As Defined in the Act.

1.125 “Toll Traffic” means traffic that is originated by a Customer of one Party on that Party’s network and terminates to a Customer of the other Party on that Party’s network and is not Local Traffic or ancillary traffic. Toll Traffic may be either “IntraLATA Toll Traffic” or “InterLATA Toll Traffic,” depending on whether the originating and terminating points are within the same LATA.

1.126 “Transit Traffic” means any traffic that originates from or terminates at e.spire’s network, “transits” BellSouth’s network substantially unchanged, and terminates to or originates from a third carrier’s network, as the case may be.

1.127 “Transit Traffic Service” provides e.spire with the ability to use its connection to a BellSouth Tandem for the delivery of calls which originate or terminate with e.spire and ~~terminate to or originate from a carrier other than BellSouth, such as another CLEC, an ILEC other than BellSouth.~~ In these cases, neither the originating nor terminating End User is a subscriber of BellSouth for the purpose of Transit Traffic Service. This service is provided through BellSouth’s Tandems.

1.128 “Transport” network element is as defined in Attachment 2 of this Agreement.

1.129 “Transport and Termination” is As Described in the Act.

1.130 “V&H Coordinates” means vertical and horizontal coordinates.

1.131 “Virtual Collocation” is As Defined in the Act.

1.132 “Voice Grade ” means either an analog signal of 300 to 3000 Hz or a digital signal of 56/64 kilobits per second. When referring to digital voice grade service (a 56/64 kbps channel), the term “DS-0” may also be used.

1.133 “White Pages Directories” means directories or the portion of co-bound directories which include a list in alphabetical order by name of the telephone numbers and addresses of telecommunication company customers.

1.134 “Yellow Pages Directories” means directories of business telephone numbers classified by business type.

SCHEDULE OF E.SPIRE OPERATING SUBSIDIARIES

American Communication Services of Atlanta, Inc.

American Communication Services of Baton Rouge, Inc.

American Communication Services of Birmingham, Inc.

American Communication Services of Charleston, Inc.

American Communication Services of Columbia, Inc.
American Communication Services of Columbus, Inc.
American Communication Services of Greenville, Inc.
American Communication Services of Jackson, Inc.
American Communication Services of Jacksonville, Inc.
American Communication Services of Knoxville, Inc.
American Communication Services of Lexington, Inc.
American Communication Services of Louisiana, Inc.
American Communication Services of Louisville, Inc.
American Communication Services of Mobile, Inc.
American Communication Services of Montgomery, Inc.
American Communication Services of Shreveport, Inc.
American Communication Services of Spartanburg, Inc.
American Communication Services of Tampa, Inc.
ACSI Local Switched Services, Inc.

Attachment 1

Resale

TABLE OF CONTENTS

RESALE

1. Discount Rates

e.spire shall be permitted to purchase all Telecommunications Services that BellSouth provides at retail to subscribers that are not Telecommunications Carriers at a wholesale discount rate off of the retail rate for the Telecommunications Service. The wholesale discount shall be as set forth in Exhibit A to this Attachment, attached hereto and incorporated herein by this reference. Such discount shall reflect the costs avoided or avoidable by BellSouth when selling a service for wholesale purposes as established by the applicable state Commissions.

2. Resale at Wholesale Rates – Section 251(c)(4)

2.1 At the request of e.spire, BellSouth shall make available to e.spire for resale at wholesale rates all Telecommunications Services that BellSouth provides at retail to subscribers who are not Telecommunications Carriers, as required by Section 251(c)(4) of the Act (the “Resale Services”) and applicable FCC orders and rules, at the terms, conditions and limitations set forth in this Agreement. Resale Services shall include, but not be limited to, the following categories of Telecommunications Services as long as they continue to be provided by BellSouth at retail to subscribers who are not telecommunications carriers:

- (i) Local Service - Residence, as described in the applicable Tariff;
- (ii) Local Service - Business, as described in the applicable Tariff;
- (iii) Message Toll Service, as described in the applicable Tariff;
- (iv) PBX Trunk, as described in the applicable Tariff;
- (v) ISDN Services, as described in the applicable Tariff;
- (vi) Centrex Service, as described in the applicable Tariff;
- (vii) Private Line Services, as described in the applicable Tariff;
- (viii) IntraLATA Inbound Services, as described in the applicable Tariff;
- (ix) Customer Owned Pay Telephone Access Line Services, as described in the applicable Tariff; and
- (x) Frame Relay Service, as described in the applicable Tariff.

Resale Services shall be made available to e.spire at the discount rates set forth in this Attachment to the Agreement.

2.2 Other Services

- 2.2.1 BellSouth may, at its sole discretion, and as agreed to by e.spire, make available to e.spire under this Agreement services other than Telecommunications Services for resale at rates, terms and conditions agreed upon by the Parties.
- 2.2.2 "Grandfathered Services" include any Telecommunications Services, which BellSouth offers to existing subscribers of applicable retail services, but not to new subscribers. BellSouth agrees to make Grandfathered Services available to e.spire for resale to any End User of BellSouth that subscribes to a Grandfathered Service from BellSouth at the time of its selection of e.spire as its service provider; provided that if such ~~Grandfathered Services are provided under a Shared Tenant Service~~ arrangement, such Grandfathered Services shall be available for resale by e.spire to all existing and future tenants of the premises covered by the Shared Tenant Service arrangement. If a Telecommunications Service is subsequently classified as a Grandfathered Service by BellSouth, BellSouth agrees to continue to sell such Grandfathered Service to e.spire for resale to e.spire's Customers that subscribe to such Grandfathered Service at the time it is so classified by BellSouth, on the same terms and conditions that BellSouth sells the service to its own end users.
- 2.2.3 Excepting the application of the wholesale discount specified in Exhibit A hereto, each Party acknowledges that Resale Services shall be available to e.spire on the same basis as offered by BellSouth to itself or to any Subsidiary, Affiliate, or any other Person to which BellSouth directly provides the Resale Services, including BellSouth's retail End Users and other resellers of BellSouth's Telecommunications Services, provided that such Resale Services shall be provided (i) only in those service areas in which such Resale Services (or any feature or capability thereof) are offered by BellSouth as an incumbent LEC to any other Person, and (ii) to the same extent as BellSouth's retail Telecommunications Services are subject to the availability of facilities.

3. General Provisions

- 3.1 BellSouth shall make available Telecommunications Services and other services specified herein for resale at the rates set forth herein to this Attachment and subject to the exclusions and limitations set forth in Exhibit B to this Attachment. Neither Party hereby waives its rights to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. The 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.

- 3.2 e.spire 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:
 - 3.2.1 e.spire must resell services to other End Users.
 - 3.2.2 e.spire must order services through resale interfaces, *i.e.*, the Local Carrier Service Center (LCSC) and/or appropriate Resale Account Teams pursuant to Section 3 of the General Terms and Conditions.
 - 3.2.3 e.spire cannot be a CLEC for the single purpose of selling to itself.
- 3.3 BellSouth shall not be required to provide to e.spire Resale Services at a wholesale rate when those services are offered at a special promotional rate if:
 - (a) Such promotions involve rates that will be in effect for not more than ninety (90) days; and
 - (b) Such promotional offerings are not used to evade the wholesale rate obligation; for example, by making available a series of ninety (90) day promotional rates.
- 3.4 The provision of services by BellSouth to e.spire does not constitute a joint undertaking for the furnishing of any service.
- 3.5 e.spire 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 e.spire for all services.
- 3.6 e.spire 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.
- 3.8 BellSouth maintains the right to serve directly any End User within the service area of e.spire. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of e.spire.
- 3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party.

- 3.10 Current telephone numbers may normally be retained by the End User. However, neither Party nor the End User has a property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to require 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 such change is reasonably necessary to the conduct of business.
- 3.11 For the purpose of the resale of BellSouth's Telecommunications Services by e.spire, BellSouth will provide e.spire 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. e.spire 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 on a nondiscriminatory basis that e.spire cancel its reservations of numbers. e.spire shall comply with such request.
- 3.12 Upon e.spire's request, and for the purpose of the resale of BellSouth's telecommunications services by e.spire, BellSouth will reserve up to 100 telephone numbers per CLLIC, for e.spire's sole use. Such telephone number reservations shall be valid for ninety (90) days from the reservation date. e.spire 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 e.spire's reasonable need in that particular CLLIC.
- 3.13 BellSouth may provide any Telecommunications Service it offers to its End Users or facility for which a charge is not established herein, as long as it is offered on the same terms to e.spire at rates that reflect the resale discount expressed in Exhibit A hereto.
- 3.14 Service is furnished subject to the condition that it will not be used for any unlawful purpose.
- 3.15 Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.
- 3.16 BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.
- 3.17 BellSouth accepts no responsibility to any person for any unlawful act committed by e.spire or its End Users as part of providing service to e.spire for purposes of resale or otherwise.
- 3.18 The Parties will cooperate fully with law enforcement agencies with subpoenas and court orders as specified in Section 17 of the General Terms and Conditions of this Agreement.

- 3.19 The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:
- 3.19.1. Interfere with or impair service over any facilities of BellSouth, its Affiliates, or its connecting and concurring carriers involved in its service;
 - 3.19.2. Cause damage to BellSouth's plant;
 - 3.19.3. Impair the privacy of any communications; or
 - 3.19.4. Create hazards to any BellSouth employees or the public.
- 3.20 e.spire assumes the responsibility of notifying BellSouth regarding less than standard operations with respect to services provided by e.spire.
- 3.21 Facilities and/or equipment utilized by BellSouth to provide service to e.spire remain the property of BellSouth.
- 3.22 White Page Directory Listings will be provided in accordance with regulations set forth in Section A6 of the General Subscriber Services Tariff and will be available for resale.
- 3.23 BellSouth shall provide electronic access to customer record information to e.spire in accordance with the terms of Attachment 6 (OSS, O&P) to the Agreement.
- 3.24 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")
- 3.25 BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale at rates charged to BellSouth End Users, but without the wholesale discount.
- 3.26 BellSouth's Inside Wire maintenance service plan shall be made available for resale at rates, terms and conditions offered to BellSouth ~~and~~ End Users, but without the wholesale discount.
- 3.27 Recovery of charges associated with implementing Number Portability through monthly charges assessed to end users has been authorized by the FCC. This end user line charge will be billed to Resellers of BellSouth's telecommunications services and will be as filed in the BellSouth FCC No. 1 tariff. This charge will not be discounted.

- 3.28 BellSouth shall refer all questions regarding any e.spire service or product directly to e.spire. BellSouth shall use its best efforts to ensure that all BellSouth representatives who receive inquiries regarding e.spire services do not in any way disparage or discriminate against e.spire or its products or services.
- 3.29 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 e.spire End Users.

4. BellSouth's Provision of Services to e.spire

- 4.1 e.spire agrees that its resale of BellSouth services shall be as follows:
 - 4.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.
 - 4.1.2 Hotel and Hospital PBX services are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service End Users can only be sold those local exchange access services available in BellSouth's A23 Shared Tenant Service Tariff in the states of Florida, Georgia, North Carolina and South Carolina, and in A27 in the states of Alabama, Kentucky, Louisiana, Mississippi and Tennessee.
 - 4.1.3 BellSouth reserves the right to periodically audit services purchased by e.spire to establish authenticity of use. Such audit shall not occur more than once in a calendar year. e.spire shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.
- 4.2 Resold services can only be used in the same manner as specified in BellSouth's Tariffs. 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.
- 4.3 e.spire may resell services only within the specific resale service area as defined in its certificate.
- 4.4 Telephone numbers transmitted via any resold service feature are intended solely for the use of the End User of the feature. Resale of this information is prohibited.

- 4.5 e.spire may provide both flat and measured rate service on the same business premise to the same subscribers (End Users) only in accordance with Section A2 of BellSouth's General Subscriber Tariff.

5. New Resale Services; Changes in Provision of Resale Services

BellSouth shall use best efforts to provide e.spire forty-five (45) days advance notice via Internet posting of changes to the prices, terms or conditions of services available for Resale. To the extent that revisions occur between the time BellSouth notifies e.spire of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will notify e.spire of such revisions consistent with its internal notification process; provided that, e.spire shall not utilize any notice given under this subsection to market resold offerings of that service in advance of BellSouth. In addition, upon request BellSouth shall furnish e.spire with copies of publicly available service descriptions ~~regarding the Resale Services. Notwithstanding the foregoing, e.spire shall not utilize~~ any such BellSouth service descriptions as part of its own sales or marketing efforts.

6. Maintenance of Services

- 6.1 e.spire will adhere to the reasonable and nondiscriminatory procedures established by BellSouth regarding maintenance and installation of service, provided such procedures are at parity with those used by BellSouth when providing such services to its own End Users.
- 6.2 Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth.
- 6.3 e.spire 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.
- 6.4 e.spire accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.
- 6.5 e.spire will be BellSouth's single point of contact for all repair calls on behalf of e.spire's End Users. The parties agree to provide one another with toll-free contact numbers for such purposes.
- 6.6 BellSouth will bill e.spire 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.
- 6.7 BellSouth reserves the right to contact e.spire's End Users, if deemed necessary, for maintenance purposes.

7. Establishment of Service

- 7.1 e.spire shall obtain government authorization where required to provide Telecommunications Services under this Attachment.
- 7.2 e.spire will provide the appropriate BellSouth service center the necessary documentation to enable BellSouth to establish a master account for e.spire's 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. When necessary deposit requirements are met, BellSouth will begin taking orders for the resale of service.
- 7.3 Service orders will be in a standard format designated by BellSouth.
- 7.4 When notification is received from e.spire that a current End User of BellSouth will subscribe to e.spire's service, standard service order intervals for the appropriate class of service will apply.
- 7.5 BellSouth will not require End User confirmation prior to establishing service for e.spire's End User customer. e.spire must, however, be able to demonstrate End User authorization upon request.
- 7.6 e.spire 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 e.spire to BellSouth or will accept a request from another CLEC for conversion of the End User's service from e.spire to the other LEC. BellSouth will notify e.spire within five (5) business days via US mail that such a request has been processed.
- 7.7 If BellSouth determines that an unauthorized change in local service to e.spire has occurred, BellSouth will reestablish service with the appropriate local service provider and will assess e.spire as the CLEC initiating the unauthorized change, the unauthorized change charge described in BellSouth FCC. Tariff No. 1, Section 13 or applicable state tariff. Appropriate nonrecurring charges, as set forth in Section A4. of the General Subscriber Service Tariff, will also be assessed to e.spire. These charges will be refunded, if e.spire provides satisfactory proof of authorization.
- 7.7 BellSouth reserves the right to secure the account with a suitable form of security deposit not to exceed two (2) estimated months billing, unless satisfactory credit already has been established. Any such security deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service.

- 7.7.1 The fact that a security deposit has been made in no way relieves from complying with BellSouth's regulations as to advance payments and the prompt payment of bills on presentation nor does it constitute a waiver or modification of the regular practices of BellSouth providing for the discontinuance of service for non-payment of any sums due BellSouth.
- 7.7.2 BellSouth reserves the right to increase the security deposit requirements when, in its sole judgment, circumstances so warrant and gross monthly billing has increased beyond the level initially used to determine the security deposit.
- 7.7.3 In the event that e.spire defaults on its account, service to e.spire will be terminated and any security deposits held will be applied to its account.
- 7.7.4 Interest on a security deposit shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 7.8 Orders to switch services "as is" shall be treated as a change of service and shall *not* be treated as a disconnection and subsequent reconnection of service.
- 7.9 BellSouth shall provide e.spire notification of disconnects, updated and delivered once daily, via an electronic process known as OUTPLOC.

8. Payment And Billing Arrangements

- 8.1 BellSouth shall bill e.spire on a current basis all applicable charges and credits.
- 8.2 Payment of all charges will be the responsibility of e.spire. e.spire shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by e.spire from e.spire's End User. BellSouth will not become involved in billing disputes that may arise between e.spire and its End User. 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.
- 8.3 BellSouth will render bills each month on established bill days for each of e.spire's accounts.
- 8.4 BellSouth will bill e.spire, 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 charge for usage or usage allowances. BellSouth will also bill e.spire, and e.spire will be responsible for and remit to BellSouth, all government mandated surcharges applicable to resold services including but not limited to 911 and E911 charges, telecommunications relay charges (TRS), and franchise fees.
- 8.5 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.

- 8.5.1 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 8.7 following, shall apply.
- 8.5.2 If e.spire requests multiple billing media or additional copies of bills, BellSouth will provide these at an appropriate charge to e.spire.
- 8.6 Billing Disputes. Any billing disputes shall be handled in accordance with ~~Section 26 of the General Term and Conditions~~ and Attachment 7 of this Agreement.
- 8.7 Upon proof of tax exempt certification from e.spire, the total amount billed to e.spire will not include any taxes due from the end user to reflect the tax exempt certification and local tax laws. e.spire will be solely responsible for the computation, tracking, reporting, and payment of taxes applicable to e.spire's end user.
- 8.8 If any portion of the payment is received by BellSouth after the payment due date as set forth preceding, or if any portion of the payment is received by BellSouth in funds that are not immediately available to BellSouth, then a late payment penalty shall be due to BellSouth. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in Section A2 of the General Subscriber Services Tariff and Section B2 of the Private Line Service Tariff.
- 8.9 Any switched access charges properly billed to interexchange carriers for access to the resold local exchange lines will be billed by, and due to, BellSouth. e.spire shall bill access charge components properly billed to End Users.
- 8.10 BellSouth will not perform billing and collection services for e.spire 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.
- 8.11 Pursuant to 47 CFR Section 51.617, BellSouth will bill e.spire directly the end user common line charges in the amount identical to the end user common line charges BellSouth bills its end users.
- 8.12 In general, BellSouth will not become involved in disputes between e.spire and e.spire's End User customers over resold services. If a dispute does arise that cannot be settled without the involvement of BellSouth, e.spire 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 e.spire to resolve the matter in as timely a manner as possible. e.spire may be required to submit documentation to substantiate the claim.

9. Discontinuance of Service

9.1 The procedures for discontinuing service to an End User are as follows:

9.1.1 Where possible, BellSouth will deny service to e.spire's End User on behalf of, and at the request of, e.spire. Upon restoration of the End User's service, restoral charges will apply and will be the responsibility of e.spire.

9.1.2 At the request of e.spire, BellSouth will disconnect -an e.spire End User customer.

9.1.3 All requests by e.spire for denial or disconnection of an End User for nonpayment must be in writing.

9.1.4 e.spire will be made solely responsible for notifying the End User of the proposed disconnection of the service.

9.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise e.spire 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 e.spire and/or the End User against any claim, loss or damage arising from providing this information to e.spire. It is the responsibility of e.spire to take the corrective action necessary with its End Users who make annoying calls. Failure to do so will result in BellSouth's disconnecting the End User's service.

9.1.6 Use of Facilities. When an End User of e.spire elects to discontinue service from e.spire and to transfer service to another LEC, including BellSouth, BellSouth shall have the right to reuse the facilities provided to e.spire for retail or Resale service or as, unbundled Loops or unbundled Ports for that End User. In addition, BellSouth may disconnect and reuse facilities when the facility is in a denied state, and BellSouth has received an order to establish new service, or transfer service from an End User or an End User's CLEC, at the same address served by the denied facility.

9.1.6.1 The foregoing applies when BellSouth has received a new order from the End User or the End User's new LEC for a retail service or Resale service or for a UNE which the End User or the End User's new LEC has indicated constitutes a transfer of service from the LEC to another provider (*i.e.*, the order is not for a new line or an additional line).

9.1.6.2 The order for retail service, Resale service, unbundled Loop and/or Port can be for either Exchange or private line service.

9.2 The procedures for discontinuing service to e.spire are as follows:

- 9.2.1 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 e.spire of the rules and regulations of BellSouth's Tariffs.
- 9.2.2 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 e.spire, 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 ~~e.spire to receive notices of noncompliance, and discontinue the provision~~ of existing services to e.spire at any time thereafter.
- 9.2.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
- 9.2.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and e.spire's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to e.spire without further notice.
- 9.2.5 If payment is not received or arrangements made for payment by the date given in the written notification, e.spire's services will be discontinued. Upon discontinuance of service on a e.spire's account, service to e.spire's End Users will be denied. BellSouth will also reestablish service at the request of the End User or e.spire upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. e.spire is solely responsible for notifying the End User of the proposed disconnection of the service.
- 9.2.6 If within fifteen days after an End User's service has been denied no contact has been made in reference to restoring service, the End User's service will be disconnected.

10. Functionality Required to Support Resale Service

- 10.1 LEC-Assigned Telephone Calling Card Numbers. Effective as of the date of an End User's subscription to e.spire's service, BellSouth shall block the LEC-assigned telephone line calling card number (including area code) ("TLN") from the Line Identification Database ("LIDB"), unless otherwise agreed by e.spire in the Implementation Plan.
- 10.2 Telephone Assistance Programs. Telephone Assistance Programs shall be available for Resale as indicated in Exhibit B to this Attachment. Upon

conversion to e.spire's Resale Service of an existing Telecommunications Assistance Program Customer, no exchange of qualification documentation is necessary.

- 10.3 9-1-1 Services. BellSouth shall provide to e.spire "911" emergency call routing services in accordance with the terms of Attachment 2 to the Agreement.
- 10.4 Special Services. If BellSouth makes a notation on the Customer Service Record ("CSR") of End Users who qualify for certain services available to physically challenged individuals (e.g., special discounts) ("Special Services"), BellSouth shall provide such data to e.spire on the CSR made available to BellSouth for its End Users. For usage by an e.spire End User of a Telephone Relay Service ("TRS"), BellSouth shall provide e.spire with all billing information furnished to BellSouth by the provider of the TRS.
- 10.5 TTY/TDD. BellSouth shall cooperate with e.spire to provide services and equipment necessary to serve TTY/TDD customers at rates, terms and conditions set forth in a separate agreement to be negotiated between the Parties.

11. Resale of Customer Specific Arrangements

- 11.1 CSAs shall be available for resale at the wholesale discount set forth in Exhibit A of this Attachment; provided, however, that in the event the Commission establishes a specific discount for CSAs such discount shall apply thereafter. e.spire may resell a CSA to the end user for whom the CSA was constructed or to end users similarly situated to the specific end user for whom the CSA was constructed. Customers shall be deemed to be similarly situated when the quantity of use; time of use; manner of service; and costs of rendering the service are the same. In cases where e.spire resells an existing CSA, no termination or rollover charges shall apply to the assignment of the CSA to e.spire provided that e.spire assumes the obligations set forth within the CSA. Notwithstanding the foregoing, BellSouth may impose a single service order charge (not to exceed the level of tariffed service order charges for comparable services) to recover the cost of changing the billing name on the account.

12. Line Information Database (LIDB)

- 12.1 BellSouth will store in its Line Information Database (LIDB) records relating to service only in the BellSouth region. The LIDB Storage Agreement is included in this Attachment as Exhibit C.
- 12.2 BellSouth will provide LIDB Storage upon written request to e.spire Account Manager stating requested activation date.

13. RAO Hosting

- 13.1 The RAO Hosting Agreement is included in this Attachment as Exhibit D. Rates for BellSouth's Centralized Message Distribution System (CMDs) are as set forth in Exhibit H of this Attachment.
- 13.2 BellSouth will provide RAO Hosting upon written request to its Account Manager stating requested activation date.

14. Optional Daily Usage File (ODUF)

- 14.1 The Optional Daily Usage File (ODUF) Agreement with terms and conditions is included in this Attachment as Exhibit E. Rates for ODUF are as set forth in Exhibit H of this Attachment.
- 14.2 BellSouth will provide Optional Daily Usage File (ODUF) service upon written request to its Account Manager stating requested activation date.

15. Enhanced Optional Daily Usage File (EODUF)

- 15.1 The Enhanced Optional Daily Usage File (EODUF) service Agreement with terms and conditions is included in this Attachment as Exhibit F. Rates for EODUF are as set forth in Exhibit H of this Attachment.
- 15.2 BellSouth will provide Enhanced Optional Daily Usage File (EODUF) service upon written request to its Account Manager stating requested activation date.

16. Calling Name Delivery (CNAM) Database Service

- 16.1 Calling Name Delivery (CNAM) Database Service Agreement is included in this Attachment as Exhibit F. Rates for CNAM are as set forth in Exhibit H of this Attachment.
- 16.2 BellSouth will provide Calling Name Delivery (CNAM) Database service upon written request to its Account Manager stating requested activation date.

EXHIBIT A**APPLICABLE DISCOUNTS**

The Telecommunications Services available for purchase by e.spire for the purposes of resale to e.spire End Users shall be available at the following discount off of the retail rate.

DISCOUNT*

| <u>STATE</u> | <u>RESIDENCE</u> | <u>BUSINESS</u> | <u>CSAs***</u> |
|---------------------|-------------------------|------------------------|-----------------------|
| 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 a CLEC provides Resale service in a cross boundary area (areas that are part of the local serving area of another state's exchange) the rates, regulations and discounts for the tariffing state will apply. Billing will be from the serving state.

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

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

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

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

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

| OPERATIONAL SUPPORT SYSTEMS (OSS) RATES | <u>Electronic</u> Per LSR received from the CLEC by one of the OSS interactive interfaces | <u>Manual</u> Per LSR received from the CLEC by means other than one of the OSS interactive interfaces |
|--|--|---|
| OSS LSR Charge | \$3.50 | \$19.99 |
| USOC | SOMECH | SOMAN |

[e.spire believes that BellSouth should be required to lower its rates for manual order submission, or, in the alternative, establish a revised “threshold billing plan” that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts]

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

DENIAL/RESTORAL OSS CHARGE

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

CANCELLATION OSS CHARGE

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

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

THRESHOLD BILLING PLAN

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

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

The threshold plan will be discontinued in 2002.

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

[e.spire believes that BellSouth should be required to lower its rates for manual order submission, or, in the alternative, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts]

**EXCLUSIONS AND LIMITATIONS
ON SERVICES AVAILABLE FOR RESALE**

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

| Type of Service | MS | | NC | | SC | | TN | |
|-----------------------------------|---------|-----------|---------|-----------|---------|-----------|---------|-----------|
| | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? | Resale? | Discount? |
| 1 Grandfathered Services (Note 1) | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 2 Contract Service Arrangements | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 3 Promotions - > 90 Days | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Note 2 |
| 4 Promotions - < 90 Days (Note 2) | Yes | No | Yes | No | Yes | No | No | No |
| 5 Lifeline/Link Up Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Note 3 |
| 6 911/E911 Services | Yes | Yes | Yes | Yes | Yes | Yes | Yes | Yes |
| 7 N11 Services | No | No | No | No | Yes | Yes | Yes | Yes |

| | | | | | | | | | |
|----|--|-----|-----|-----|-----|-----|-----|-----|----|
| 8 | AdWatch SM Svc (See Note 6) | Yes | No | Yes | No | Yes | No | Yes | No |
| 9 | MemoryCall [®] Service | Yes | No | Yes | No | Yes | No | Yes | No |
| 10 | Mobile Services | Yes | No | Yes | No | Yes | No | Yes | No |
| 11 | Federal Subscriber Line Charges | Yes | No | Yes | No | Yes | No | Yes | No |
| 12 | Non-Recurring Charges | Yes | Yes | Yes | Yes | Yes | Yes | Yes | No |
| 13 | End User Line Charge -- Number Portability | Yes | No | Yes | No | Yes | No | Yes | No |

Applicable Notes:

- 1 **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
- 2 Where available for resale, **promotions** will be made available only to end users who would have qualified for _____ the promotion had it been provided by BellSouth directly.
- 3 **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services. In Kentucky, e.spire is responsible for funding its own Lifeline and Link Up benefit. In Tennessee, e.spire shall purchase BellSouth's Message Rate Service at the stated tariff rate, less the wholesale discount. e.spire 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. e.spire 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 e.spire may charge for Lifeline Service shall be capped at the flat retail rate offered by BellSouth.
- 4 Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.
- 5 AdWatchSM Service is tariffed as BellSouth[®] AIN Virtual Number Call Detail Service.

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

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

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

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company

may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

(a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Customer's end user accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local

Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.

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

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

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

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either party upon thirty (30) days written notice to the other party.

III. FEES FOR SERVICE AND TAXES

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

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

IV. INDEMNIFICATION

To the extent not prohibited by law, each party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying party or its agents or contractors in connection with the indemnifying party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying party under this Section agrees to defend any suit brought against the other party for any such loss, cost, claim, injury or liability. The indemnified party agrees to notify the other party promptly, in writing, of any written claims, lawsuits, or demands for which the other party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying party shall not be liable under this Section for settlement by the indemnified

party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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

C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further

agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.

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

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

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

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

**RESALE ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Resale Addendum to the Line Information Data Base Storage Agreement dated _____, 2000, between BellSouth Telecommunications, Inc. ("BST"), and Local Exchange Company ("Local Exchange Company"), effective the ____ day of _____, 2000.

I. GENERAL

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

II. DEFINITIONS

A. Billing number - a number used by BST for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number assigned by BST that identifies a telephone line associated with a resold local exchange service, or with a SPNP arrangement.

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

III. RESPONSIBILITIES OF PARTIES

- A. BST will include billing number information associated with resold exchange lines or SPNP arrangements in its LIDB. The Local Exchange Company will request any toll billing exceptions via the Local Service Request (LSR) form used to order resold exchange lines, or the SPNP service request form used to order SPNP arrangements.

B. Under normal operating conditions, BST shall include the billing number information in its LIDB upon completion of the service order establishing either the resold local exchange service or the SPNP arrangement, provided that BST shall not be held responsible for any delay or failure in performance to the extent such delay or failure is caused by circumstances or conditions beyond BST's reasonable control. BST will store in its LIDB an unlimited volume of the working telephone numbers associated with either the resold local exchange lines or the SPNP arrangements. For resold local exchange lines or for SPNP arrangements, BST will issue line-based calling cards only in the name of Local Exchange Company. BST will not issue line-based calling cards in the name of Local Exchange Company's individual end users. In the event that Local Exchange Company wants to include calling card numbers assigned by the Local Exchange Company in the BST LIDB, a separate agreement is required.

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

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

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

RAO Hosting

1. RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to e.spire by BellSouth will be in accordance with the methods and practices regularly adopted and applied by BellSouth to its own operations during the term of this Agreement, including such revisions as may be made from time to time by BellSouth.
2. e.spire shall furnish all relevant information required by BellSouth for the provision of RAO Hosting, CATS and NICS.
3. Applicable compensation amounts will be billed by BellSouth to e.spire 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. e.spire must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from e.spire 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 Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of e.spire and will coordinate all associated conversion activities.
5. BellSouth will receive messages from e.spire that are to be processed by BellSouth, another LEC or CLEC in the BellSouth region or a LEC outside the BellSouth region.
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 e.spire.
7. All data received from e.spire 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.
8. All data received from e.spire that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).
9. BellSouth will receive messages from the CMDS network that are destined to be processed by e.spire and will forward them to e.spire on a daily basis.
10. Transmission of message data between BellSouth and e.spire will be via CONNECT:Direct.

11. All messages and related data exchanged between BellSouth and e.spire 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.
12. e.spire 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.
13. Should it become necessary for e.spire to send data to BellSouth more than sixty (60) days past the message date(s), e.spire 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 e.spire to notify all affected Parties.
14. In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or) e.spire) identified and agreed to, the company responsible for creating the data (BellSouth or) e.spire) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
15. Should an error be detected by the EMI format edits performed by BellSouth on data received from e.spire, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify e.spire of the error condition. e.spire 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, e.spire will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.
16. In association with message distribution service, BellSouth will provide e.spire with associated intercompany settlements reports (CATS and NICS) as appropriate.
17. In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this agreement.
18. **RAO Compensation**
 - 18.1 Rates for message distribution service provided by BellSouth for e.spire are as set forth in Exhibit A to this Attachment.

- 18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 18.3 Data circuits (private line or dial-up) will be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire 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 e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties.
- 18.4 All equipment, including modems and software, that is required on the e.spire end for the purpose of data transmission will be the responsibility of e.spire.

19. Intercompany Settlements Messages

- 19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by e.spire as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between e.spire and the involved company(ies), unless that company is participating in NICS.
- 19.2 Both traffic that originates outside the BellSouth region by e.spire and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by e.spire, is covered by this Agreement (CATS). Also covered is traffic that either is originated by or billed by e.spire, involves a company other than e.spire, qualifies for inclusion in the CATS settlement, and is not originated or billed within the BellSouth region (NICS).
- 19.3 Once e.spire is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of e.spire. BellSouth will distribute copies of these reports to e.spire on a monthly basis.
- 19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or

assign, on behalf of e.spire. BellSouth will distribute copies of these reports to e.spire on a monthly basis.

- 19.6 BellSouth will collect the revenue earned by e.spire from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of e.spire. BellSouth will remit the revenue billed by e.spire to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf of e.spire. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to e.spire via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 19.7 BellSouth will collect the revenue earned by e.spire 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 e.spire. BellSouth will remit the revenue billed by e.spire 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 e.spire via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

Optional Daily Usage File

1. Upon written request from e.spire, BellSouth will provide the Optional Daily Usage File (ODUF) service to e.spire pursuant to the terms and conditions set forth in this section.
2. e.spire shall furnish all relevant information required by BellSouth for the provision of the Optional Daily Usage File.
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 e.spire customer.

Charges for delivery of the Optional Daily Usage File will appear on e.spire's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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. Messages that error in the billing system of e.spire will be the responsibility of e.spire. If, however, e.spire should encounter significant volumes of errored messages that prevent processing by e.spire within its systems, BellSouth will work with e.spire to determine the source of the errors and the appropriate resolution.
6. **The following specifications shall apply to the Optional Daily Usage Feed.**

6.1 Usage To Be Transmitted

- 6.1.1 The following messages recorded by BellSouth will be transmitted to the e.spire:

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

- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (UNE only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 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.
- 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 e.spire.
- 6.1.4 In the event that e.spire detects a duplicate on Optional Daily Usage File they receive from BellSouth, e.spire will drop the duplicate message. e.spire will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

- 6.2.1 The Optional Daily Usage File will be distributed to e.spire via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire 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 e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. 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 e.spire end for the purpose of data transmission will be the responsibility of e.spire.

6.3 Packing Specifications

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

6.4 Pack Rejection

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

6.5 Control Data

e.spire will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate e.spire 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 e.spire for reasons stated in the above section.

6.6 Testing

- 6.6.1 Upon request from e.spire, BellSouth shall send test files to e.spire 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 e.spire set up a production (LIVE) file. The live test may consist of e.spire's employees making test calls for the types of services e.spire requests on the Optional Daily Usage File. These test calls are logged by e.spire, 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.

Enhanced Optional Daily Usage File

1. Upon written request from e.spire, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to e.spire pursuant to the terms and conditions set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.
2. e.spire shall furnish all relevant information required by BellSouth for the provision of the Enhanced Optional Daily Usage File.
3. The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on e.spire's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

4. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
5. Messages that error in the billing system of e.spire will be the responsibility of the e.spire. If, however, e.spire should encounter significant volumes of errored messages that prevent processing by e.spire within its systems, BellSouth will work with e.spire to determine the source of the errors and the appropriate resolution.
6. **The following specifications shall apply to the Optional Daily Usage Feed.**

6.1 Usage To Be Transmitted

- 6.1.1 The following messages recorded by BellSouth will be transmitted to e.spire:

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

Date of Call
From Number

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

- 6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to e.spire.
- 6.1.3 In the event that e.spire detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, e.spire will drop the duplicate message e.spire will not return the duplicate to BellSouth).

6.2 Physical File Characteristics

- 6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to e.spire over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among e.spire's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
- 6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire 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 e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. 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 e.spire end for the purpose of data transmission will be the responsibility of e.spire.

6.3 Packing Specifications

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

THE DATA WILL BE PACKED USING ATIS EMI RECORDS.

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. DEFINITIONS

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN

for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2. ATTACHMENT

- 2.1 This Attachment contains the terms and conditions where BellSouth will provide to the e.spire access to the BellSouth CNAM SCP for query or record storage purposes.
- 2.2 e.spire shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to e.spire's access to BellSouth's CNAM Database Services and shall be addressed to e.spire's Account Manager.

3. PHYSICAL CONNECTION AND COMPENSATION

- 3.1 BellSouth's provision of CNAM Database Services to e.spire requires interconnection from e.spire to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.
- 3.2 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, e.spire shall provide its own CNAM SSP. e.spire's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".
- 3.3 If e.spire elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that e.spire desires to query.
- 3.4 Out-Of-Region Customers. If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will

be established by mutual agreement of the parties and writing shall, by this reference become an integral part of this Agreement.

4. CNAM RECORD INITIAL LOAD AND UPDATES

- 4.1 The mechanism to be used by e.spire for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by e.spire in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of e.spire to provide accurate information to BellSouth on a current basis.
- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 e.spire CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each party consistent with state and/or federal regulation.

Attachment 2

Network Elements and Other Services

TABLE OF CONTENTS

| | |
|---|-----------|
| 1. INTRODUCTION | 3 |
| 2. UNBUNDLED LOOPS..... | 5 |
| 3. INTEGRATED DIGITAL LOOP CARRIERS [E.SPIRE TO PREPARE COUNTER]..... | 9 |
| 4. NETWORK INTERFACE DEVICE..... | 10 |
| 5. UNBUNDLED LOOP CONCENTRATION (ULC) SYSTEM..... | 11 |
| 6. SUB-LOOP ELEMENTS | 11 |
| 7. SWITCHING..... | 14 |
| 8. INTEROFFICE TRANSMISSION FACILITIES..... | 23 |
| 9. [RESERVED] | 30 |
| 10. OPERATOR SYSTEMS..... | 30 |
| 11. SIGNALING | 35 |
| 12. SIGNALING TRANSFER POINTS (STPS) | 36 |
| 13. SERVICE CONTROL POINTS/DATABASES | 40 |
| 14. DARK FIBER | 47 |
| 15. SS7 NETWORK INTERCONNECTION..... | 47 |
| 16. BASIC 911 AND E911 | 51 |
| 17. RATES | 52 |
| EXHIBIT A – LIDB STORAGE AGREEMENT..... | EXHIBIT A |
| EXHIBIT B – CNAM DATABASE SERVICES..... | EXHIBIT B |
| EXHIBIT C – RATES | EXHIBIT C |

ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

- 1.1 Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, subscriber numbers, databases, signaling systems, and information sufficient for billing and collection or used in the transmission, routing, or other provision of a telecommunications service. BellSouth offers access to the Network Elements, unbundled loops; network interface device; sub-loop elements; local switching; transport; tandem switching; operator systems; signaling; access to call-related databases; dark fiber as set forth in this Attachment.
- 1.2 BellSouth shall, upon request of e.spire, and to the extent technically feasible, provide to e.spire access to its network elements for the provision of e.spire'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.
- 1.3 e.spire may purchase network elements and other services from BellSouth for the purpose of combining such network elements in any manner e.spire 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 network elements purchased by e.spire for combining to the designated e.spire collocation space. The network elements shall be provided as set forth in this Attachment.
- 1.4 BellSouth will provide the following combined network elements for purchase by e.spire. The rate of the following combined 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:
- SL2 loop and cross connect
 - Port and cross connect
 - Port and cross connect and common (shared) transport
 - Port and vertical features
 - SL2 Loop with loop concentration
 - Port and common (shared) transport
 - SL2 Loop and LNP
- 1.5 BellSouth shall comply with the requirements as set forth in the technical references within Attachment 2 to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

- 1.6 In the event that any effective 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.
- 1.7 e.spire will adopt and adhere to the reasonable and nondiscriminatory standards contained in the applicable CLEC Work Center Operational Understanding Agreement regarding maintenance and installation of service.
- 1.8 BellSouth will provide reasonable and nondiscriminatory access to Network Elements on an unbundled basis, pursuant to the terms, conditions and rates set forth in this attachment, and in accordance with all effective rules and decisions of the FCC and the Commission.

[BellSouth considering use of word “effective”]

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

[Based on UNE Remand Order, and FCC Rule 51.315(b); BellSouth undecided on incorporating language from rule]

- 1.10 Conversion of Special Access Circuits to Enhanced Extended Links (“EELs”). Pursuant to FCC Rule 51.315(b), in specific circumstances, BellSouth is presently obligated to provide access to the EEL, which is a combination of loop and transport network elements combined by BellSouth. In particular, BellSouth may not separate loop and transport elements that are currently combined and purchased through its special access tariffs. Within 10 days of a request by e.spire, BellSouth must convert such special access circuits to a loop-transport combination (an EEL) at unbundled network element prices amounting to the sum of Commission approved, cost-based rates for the individual network elements contained in this Attachment or at such lower rate established by the Commission for a network element combinations. The non-recurring charge imposed for conversion of a special access line to a UNE combination, if any, shall be limited to a cost-based order entry fee. Unless and until the FCC or a Commission with jurisdiction rules otherwise, BellSouth’s obligation to

convert special access circuits to EELs is limited to those instances where e.s.pire certifies that it will use such EELs to provide a significant amount of local exchange service, in addition to exchange access service, to a particular End User.

[Based on UNE Remand Order, ¶¶ 480, 486; UNE Remand Supplemental Order, ¶¶ 2, 3, 4, 5; and FCC Rule 315(b); BellSouth considering proposed language]

2. Unbundled Loops

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

[Based on the UNE Remand Order and Rule 319(a); BellSouth considering language]

- 2.1.2 Consistent with the terms of FCC Rule 51.507, BellSouth shall make establish different rates for each UNE specified herein in at least three (3) defined geographic areas in each state to reflect geographic cost differences. Such geographically deaveraged rates shall be applied to both non-recurring and recurring charges, and make effective under this Agreement no later than May 1, 2000.

[BellSouth considering proposed language]

2.2 Definition

- 2.2.1 The local loop network element is defined as a transmission facility between a distribution frame (or its equivalent) in an incumbent LEC central office and the loop demarcation point at an end-user customer premises, including inside wire owned by the incumbent LEC. The local loop network element includes all features, functions, and capabilities of such transmission facility. Those features, functions, and capabilities include, but are not limited to, Dark Fiber (as described in Section 14 hereof), attached electronics (except those electronics used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers), and loop conditioning. The local loop includes, but is not limited to, DS1, DS3, fiber, and other high capacity loops. Unless otherwise requested, all loops will be provisioned with a Network Interface Device ("NID").

[Based on the UNE Remand Order and Rule 319(a)(1); BellSouth considering proposed language]

- 2.2.2 The provisioning of service 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.

BellSouth Order Coordination referenced in Attachment 2 includes two types: "Order Coordination" and "Order Coordination - Time Specific."

"Order Coordination" refers to standard BellSouth service order coordination involving SL2 voice loops and all digital loops. Order coordination for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date and e.spire advised.

"Order Coordination – Time Specific" refers to service order coordination in which e.spire 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. This is a chargeable option for any coordinated order and is billed in addition to the OC charge. e.spire may specify a time between 8:00 a.m. and 5:00 p.m. (location time) Monday through Friday (excluding holidays). If e.spire 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 and OC-TS charges. Overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

Where facilities are available, BellSouth will install loops within a 5-7 business days interval. For orders of 14 or more loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Some loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process shall be 305 business days and is separate from the installation interval. No special charges will be imposed by BellSouth for processing expedite requests or due to order cancellation.

[BellSouth opposes specifying a SI interval; it also wants to assess expedite charges for intervals less than 5 days, and order cancellation charges. E.spire believes expected and cancellation charges are unfair until BellSouth agrees to late delivery penalties.]

If e.spire 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 e.spire.

[Please provide language you suggested for "loop intervals" (single loop w/in 15 min.; 10 loops w/in 60 min.; 30 loops w/in 120 min.; 30+ -- project). Also, please provide more specific language on your DSL compatible loops.]

- 2.2.3 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, will not have test points, and will not come with any Order Coordination (OC) or engineering information/circuit make-up data. Upon issuance of an order in the service order system, SL1 loops will be activated on the due date in the same

manner and time frames that BellSouth normally activates POTS-type loops for its customers. If e.spire requests work to be done for SL1s that requires BellSouth technicians to work outside normal work hours, overtime charges will be applied according to actual costs based on type of force group required to perform the work, overtime hours worked and any special circumstances.

SL2 loops shall have test points, will be designed with a Design Layout Record provided to e.spire, and will be provided with Order Coordination. The OC feature will allow e.spire to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

- 2.2.4 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed, will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).
- 2.2.5 As a chargeable option on all loops except UVL-SL1, BellSouth will offer Order Coordination - Time Specific (OC-TS). This will allow e.spire the ability to specify the time that the coordinated conversion takes place. The OC-TS charge for orders due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.
- 2.2.6 e.spire will be responsible for testing and isolating troubles on the loops. Once e.spire has isolated a trouble to the BellSouth provided loop, e.spire 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.
- 2.2.7 If e.spire reports a trouble on SL1 loops and no trouble actually exists, BellSouth will charge e.spire for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.2.8 If e.spire reports a trouble on SL2 loops and no trouble actually exists, BellSouth will charge e.spire for any dispatching and testing, (outside the CO) required by BellSouth in order to confirm the loop's working status.
- 2.3 [Parties have agreed to the following loop cutover intervals: single loop within 15 minutes; 10 loops within 60 minutes; 30 loops within 120 minutes; 30+ = project. BellSouth to provide language.]
- 2.4 Technical Requirements
- 2.4.1 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.

- 2.4.1.1 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 e.spire will be consistent with industry standards and BST's TR73600.
- 2.4.1.2 In some instances, e.spire will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that e.spire can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. e.spire will determine the type of service that will be provided over the loop. In some cases, e.spire 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 cases in which e.spire 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.

e.spire, in performance of its obligations pursuant to the preceding Section, shall maintain records that will reflect that pursuant to e.spire's request BellSouth has removed certain equipment from BellSouth provided loops and as such the loop may not perform within the technical specifications associated with that loop type. e.spire will not report to BellSouth troubles on said loops where the loops are not performing within the technical specifications of that loop type.

In addition, e.spire recognizes there may be instances 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 e.spire has placed on the loop. If this occurs, BellSouth will work cooperatively with e.spire to restore the circuit to its previous modified status as quickly as possible. e.spire will pay the Time and Materials costs associated with BellSouth's work efforts needed to bring the loop back to its previous modified status.

- 2.4.2 The loop shall be provided to e.spire in accordance with the following Technical References:

BellSouth's TR73600, Unbundled Local Loop Technical Specification

- 2.4.2.1 Telcordia (formerly BellCore) TR-NWT-000057, Functional Criteria for Digital Loop Carrier Systems, Issue 2, January 1993.

- 2.4.2.2 Telcordia (formerly BellCore) TR-NWT-000393, Generic Requirements for ISDN Basic Access Digital Subscriber Lines.
- 2.4.2.3 ANSI T1.102 - 1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces.
- 2.4.2.4 ANSI T1.403 - 1989, American National Standard for Telecommunications - Carrier to Customer Installation, DS1 Metallic Interface Specification.

2.5 Loop Conditioning

[This section is based on the UNE Remand Order and Rule 51.319(a)(3); BellSouth is considering proposed language for entire Section 2.4]

- 2.5.1 BellSouth shall condition loops, as requested by e.spire, whether or not BellSouth offers advanced services to the End User on that loop.
- 2.5.2 Loop conditioning is defined as the removal from the loop of any devices that may diminish the capability of the loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, bridge taps, low pass filters, and range extenders.
- 2.5.3 BellSouth shall recover the cost of line conditioning requested by e.spire through a nonrecurring charge set by the Commission in accordance with the FCC's forward-looking pricing principles promulgated pursuant to section 252(d)(1) of the Act and in compliance with FCC Rule 51.507(e).
- 2.5.4 To the extent technically feasible, and using testing equipment that exists within BellSouth's network, BellSouth shall test and report trouble for all the features, functions, and capabilities of conditioned loops, and may not restrict testing to voice-transmission only.

3. Integrated Digital Loop Carriers [e.spire to prepare counter]

- 3.1.1 Where BellSouth uses Integrated Digital Loop Carrier (IDLC) systems to provide the local loop and BellSouth has a suitable alternate facility available, BellSouth will make arrangements to permit e.spire to order a contiguous local loop. To the extent it is technically feasible, these arrangements will provide e.spire with the capability to serve end users at a level that is at parity with the level of service BellSouth provides its customers. If no alternate facility is available, BellSouth will utilize its Special Construction (SC) process to determine the additional costs required to provision the loop facilities. e.spire will then have the option of paying the one-time SC rates to

place the loop facilities or e.spire may chose some other method of providing service to the end-user (*e.g.*, resale, private facilities, etc.).

4. **Network Interface Device**

4.1 **Definition**

- 4.1.1 The NID is defined as any means of interconnection of end-user customer premises wiring to BellSouth's distribution plant, such as a cross connect device used for that purpose. BellSouth shall permit e.spire to connect its own loop facilities to on-premises wiring through BellSouth's network interface device, or at any other technically feasible point.

[Based on the UNE Remand Order and Rule 319(b); BellSouth considering proposed language]

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 e.spire designated personnel. In cases where entrance to the end user's premises is required to give access to the NID, e.spire shall obtain entrance permission directly from the end user.
- 4.2.6 BellSouth shall offer the NID as a stand-alone component. Additionally, e.spire may connect its loop to any spare capacity on the BellSouth NID. Where necessary to comply with an effective Commission order, BellSouth will allow e.spire to disconnect the BellSouth loop from the BellSouth NID in order to connect e.spire's loop to the BellSouth NID. In these cases, e.spire accepts all liability associated with this process and it is e.spire'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 Telcordia (formerly BellCore) Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire";
 - 4.3.1.2 Telcordia (formerly BellCore) Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices";
 - 4.3.1.3 Telcordia (formerly BellCore) Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces";
 - 4.3.1.4 Telcordia (formerly 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 e.spire 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 e.spire at e.spire'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 loop that is terminated onto the ULC system. Rates for ULC are as set forth in this Attachment.

6. **Sub-Loop Elements**

- 6.1 BellSouth shall offer access to its Unbundled Sub-Loop (USL), Unbundled Sub-Loop Concentration (USLC), and Unbundled Network Terminating Wire (UNTW), as specified hereafter. BellSouth shall provide nondiscriminatory access, in accordance with § 51.311 and section 251(c)(3) of the Act, to the subloop, including any inside wiring owned or controlled by BellSouth, on an unbundled basis pursuant to the following terms and conditions and at the rates approved by the Commission and set forth in this Attachment.

[Based on the UNE Remand Order and Rule 319(a); BellSouth considering proposed language]

6.2 Unbundled Sub-Loop (USL)

6.2.1 Definition

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

[Based on the UNE Remand Order and Rule 51.319(a)(2); BellSouth considering proposed language]

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

[BellSouth believes this section is unnecessary]

- 6.2.1.3 *Technical feasibility.* If parties are unable to reach agreement, pursuant to voluntary negotiations, as to whether it is technically feasible, or whether sufficient space is available, to unbundle the sub-loop at the point where a carrier requests, BellSouth shall have the burden of demonstrating to the Commission, pursuant to state arbitration proceedings under section 252 of the Act, that there is not sufficient space available, or that it is not technically feasible, to unbundle the sub-loop at the point requested.

[Based on the UNE Remand Order and Rule 51.319(a)(2)(B); BellSouth considering proposed language]

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

[Based on the UNE Remand Order and Rule 51.319(a)(2)(C)]

- 6.2.1.5 *Sub-loop access via collocation.* BellSouth must provide access to the sub-loop in accordance with the FCC's collocation rules, 47 C.F.R. §§ 51.321-323.

[Based on the UNE Remand Order and Rule 51.319(a)(2)(D); BellSouth considering proposed language]

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

[Based on the UNE Remand Order and Rule 51.319(a)(2)(E); BellSouth considering proposed language]

6.2.2 Requirements for All Unbundled Sub-Loops

- 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. In these scenarios, e.spire 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. e.spire'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 Telcordia (formerly 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 BellSouth will provide e.spire with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into e.spire'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 e.spire's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of e.spire'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 e.spire 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 e.spire'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 will provide e.spire with access to its Unbundled Network Terminating Wire (UNTW) pursuant to the following terms and conditions at rates as set forth in this Attachment, and in a manner consistent with FCC rules and decisions, including, but not limited to FCC Rule 51.319.

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).

[BellSouth proposed Sections 6.6, 6.6.1, 6.6.2, 6.6.3, 6.6.4, 6.6.5 Deleted – these sections are not consistent with FCC Rule 319(a)(2)(A) and FCC policy established in the UNE Remand Order; BellSouth may request new language which is consistent with FCC rules as revised]

6.6 Technical Requirements

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

7. 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.

7.1 Definition

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

[Based on the UNE Remand Order and Rule 51.319(c); BellSouth considering proposed language]

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

[Based on the UNE Remand Order and Rule 51.319(c)(1)(A); BellSouth considering proposed language]

- 7.3 Notwithstanding BellSouth's agreement to unbundle local circuit switching, e.spire agrees that BellSouth need not unbundle local circuit switching for e.spire in cases where BellSouth has obtained FCC approval that the conditions of Rule 51.319(c)(1)(A) have been met. In such cases where BellSouth has qualified for the exception to circuit switch unbundling described in said rule, BellSouth agrees that it will provide e.spire with nondiscriminatory, unrestricted, cost-based access to the enhanced extended link ("EEL") throughout the service territory for which the circuit switching unbundling exception applies. In such cases, access to the EEL will not be

limited to nor shall they replace UNE combinations made available through FCC Rule 51.315(b). In such cases, BellSouth agrees that it will continue to honor e.spire requests to convert special access circuits to EELs, as described in *Section 1.10* of this attachment.

[Based on the UNE Remand Order and Rule 51.319(c)(1)(B); BellSouth considering proposed language]

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

1. Trunk-connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card;
2. The basic switch trunk function of connecting trunks to trunks; and
3. The functions that are centralized in tandem switches (as distinguished from separate end office switches), including but not limited, to call recording, the routing of calls to operator services, and signaling conversion features.

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

[Based on the UNE Remand Order and Rule 51.319(c)(2); BellSouth considering proposed language]

7.5 Technical Requirements

7.5.1 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:

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

7.5.1.2 Tandem Switching will provide screening as jointly agreed to by e.spire and BellSouth;

7.5.1.3 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;

7.5.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by e.spire;

- 7.5.1.5 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));
- 7.5.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 7.5.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 7.5.1.8 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 7.5.1.9 Tandem Switching shall provide local tandeming functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 7.5.1.10 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 7.5.1.11 Tandem Switching shall record billable events and send them to the area billing centers designated by e.spire. Tandem Switching will provide recording of all billable events as jointly agreed to by e.spire and BellSouth.
- 7.5.1.12 Upon a reasonable request from e.spire, 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 e.spire.
- 7.5.1.13 BellSouth shall maintain e.spire's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 7.5.1.14 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 7.5.1.15 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 e.spire and BellSouth.
- 7.5.1.16 Tandem Switching shall process originating toll-free traffic received from e.spire local switch.

7.5.1.17 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.

7.6 Interface Requirements

7.6.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.

7.6.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.

7.6.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.

7.6.4 Tandem Switching shall interconnect with e.spire's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At e.spire's request, Tandem Switching shall record and keep records of traffic for billing.

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

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

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

7.6.8 GR-905-CORE covering CCSNIS;

7.6.9 GR-1429-CORE for call management features; and
GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection

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

1. The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);
2. The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

3. The ability to extract data units from the data channels on the loops, and
4. The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

[Based on the UNE Remand Order and Rule 51.319(c)(3); BellSouth considering proposed language]

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

1. BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);
2. There are no spare copper loops capable of supporting the xDSL services the requesting carrier seeks to offer;
3. BellSouth has not permitted a requesting carrier to deploy a DSLAM at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the requesting carrier obtained a virtual collocation arrangement at these subloop interconnection points as defined by FCC Rule 51.319(b); and
4. BellSouth has deployed packet switching capability for its own use.

[Based on the UNE Remand Order and Rule 51.319(c)(3); BellSouth is considering proposed language]

7.7.3 Frame Relay UNEs. BellSouth shall make available to e.spire all UNEs necessary to the provision of frame relay services at the same rates, terms and conditions that any such frame relay UNEs are made available by BellSouth to any other telecommunications carrier. Such frame relay UNEs include, without limitation, the Network-to-Network Interface ("NNI"), User-to-Network Interface ("UNI"), Data Link Connection Identified ("DLCI") and Committed Information Rate ("CIR"). Any such frame relay UNE shall be made available to e.spire as of the same date that such frame relay UNEs are made available to any such other carrier.

[BellSouth agrees to concept, but is reviewing text.]

7.8 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 e.spire. Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.

- 7.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to e.spire purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. e.spire customers may use the same dialing arrangements as BellSouth customers, but obtain a e.spire branded service.
- 7.10 Technical Requirements
- 7.10.1 The requirements set forth in this *Section 7.12* apply to local circuit switching, but not to the packet switching function of local switching.
- 7.10.2 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 7.10.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.
- 7.10.4 Subject to this section, 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 e.spire will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.
- 7.10.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 7.10.6 BellSouth shall activate service for an e.spire customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to e.spire's services without loss of switch feature functionality as defined in this Agreement.
- 7.10.7 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.
- 7.10.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 7.10.9 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.
- 7.10.10 BellSouth shall perform manual call trace and permit customer originated call trace.

- 7.10.11 Special Services provided by BellSouth will include the following:
- 7.10.12 Telephone Service Prioritization;
- 7.10.13 Related services for handicapped;
- 7.10.14 Soft dial tone where required by law; and
- 7.10.15 Any other service required by law.
- 7.10.16 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 Telcordia (formerly 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).
- 7.10.17 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 7.10.18 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to e.spire, upon a reasonable request from e.spire. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 7.10.19 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:
 - 7.10.19.1 Basic and primary rate ISDN;
 - 7.10.19.1.1 Residential features;
 - 7.10.19.1.2 Customer Local Area Signaling Services (CLASS/LASS);
 - 7.10.19.1.3 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
 - 7.10.19.1.4 Advanced intelligent network triggers supporting e.spire and BellSouth service applications.

BellSouth shall offer to e.spire 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:

7.10.19.1.4.1 Off-Hook Immediate

7.10.19.1.4.2 Off-Hook Delay

7.10.19.1.4.3 Termination Attempt

7.10.19.1.4.4 6/10 Public Office Dialing Plan

7.10.19.1.4.5 Feature Code Dialing

7.10.19.1.4.6 Customer Dialing Plan

7.10.19.1.5 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to e.spire:

7.10.19.1.5.1 Private EAMF Trunk

7.10.19.1.5.2 Shared Interoffice Trunk (EAMF, SS7)

7.10.19.1.5.3 N11

7.10.19.1.5.4 Automatic Route Selection

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

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

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

7.10.19.4.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;

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

7.10.19.4.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;

7.10.19.4.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.

7.10.20 Interface Requirements

7.10.20.1 BellSouth shall provide the following interfaces to loops:

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

7.10.20.3 Coin phone signaling;

7.10.20.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;

7.10.20.5 Two-wire analog interface to PBX;

7.10.20.5.1 Four-wire analog interface to PBX;

7.10.20.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g. computers and voice response systems);

7.10.20.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia (formerly BellCore) Technical Requirements;

7.10.20.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24); and

7.10.20.9 Loops adhering to Telcordia (formerly BellCore) TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

7.10.20.10 BellSouth shall provide access to the following but not limited to:

7.10.20.11 SS7 Signaling Network or Multi-Frequency trunking if requested by e.spire;

7.10.20.12 Interface to e.spire operator services systems or Operator Services through appropriate trunk interconnections for the system; and

7.10.20.13 Interface to e.spire directory assistance services through the e.spire switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other e.spire required access to interexchange carriers as requested through appropriate trunk interfaces.

8. Interoffice Transmission Facilities

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

[Replaced - based on the UNE Remand Order and Rule 51.319(d); BellSouth considering proposed language]

8.1 **Interoffice transmission facility network elements include:**

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

[Based on the UNE Remand Order and Rule 51.319(d); BellSouth considering proposed language]

8.1.2 BellSouth agrees to:

1. Provide e.spire exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;
2. Provide all technically feasible transmission facilities, features, functions, and capabilities that e.spire could use to provide telecommunications services;
3. Permit, to the extent technically feasible, e.spire to connect such interoffice facilities to equipment designated by e.spire, including but not limited to, e.spire's collocated facilities; and
4. Permit, to the extent technically feasible, e.spire to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers.

[Based on the UNE Remand Order and Rule 319(d); BellSouth considering proposed language]

- 8.1.3 Provided that the facility is used to transport a significant amount of local traffic, e.spire shall be entitled to convert existing interoffice transport services purchased as special access to the corresponding interoffice transport network element without early termination liability.

8.2 Technical Requirements of Common (Shared) Transport

- 8.2.1 Common (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 Common (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 Common (Shared) Transport.
- 8.2.4 At a minimum, Common (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 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;

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

8.3 Dedicated Transport

8.3.1 **[Reserved]**

8.3.1.1 **[Reserved]**

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 e.spire.

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 e.spire'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 this Attachment for DS1 and DS3 switched Local Channels, the rates in the

applicable State Access Tariff will apply as interim rates. When final rates 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 and DS3 levels at rates as set forth in Exhibit C to this Attachment.

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 e.spire 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.

- 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 and D4 channel bank shall be provided);

- 8.3.3.5.3 DS3 where applicable (M13 multiplexer 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 e.spire.
- 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 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
 - 8.3.4.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
 - 8.3.4.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FR-NWT-000064.);
 - 8.3.4.1.9 Telcordia (formerly 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 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
 - 8.3.4.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987;
- 8.4 IOT Intervals. [e.spire wishes to insert prescribed minimum intervals for provisioning IOT UNE orders.]

9. **[Reserved]**

9.1 [Reserved]

9.2 [Reserved]

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 this Attachment.

10.1 **Definition**

Operator Systems is the Network Element that provides operator and automated call handling and billing, special services, end user 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 end user has dialed the called number (for example, credit card calls); and (3) special services including but not limited to Busy Line Verification and Emergency Line Interrupt (ELI), Emergency Agency Call, Operator-assisted Directory Assistance, and Rate Quotes.

10.2.2 **Requirements**

10.2.2.1 When e.spire 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 e.spire end user'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 End users 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 e.spire local end users the same IXC access as provided to BellSouth end users.
- 10.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to e.spire 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 e.spire.
- 10.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to e.spire 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 e.spire, 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 end user 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 e.spire's end user, 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

end users. If not available, e.spire may request such requirement pursuant to the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.

10.3.2.2 Directory Assistance Service Updates

10.3.2.2.1 BellSouth shall update end user listings changes daily. These changes include:

10.3.2.2.1.1 New end user connections: BellSouth will provide service to e.spire that is equal to the service it provides to itself and its end users;

10.3.2.2.1.2 End user disconnections: BellSouth will provide service to e.spire that is equal to the service it provides to itself and its end users; and

10.3.2.2.1.3 End user address changes: BellSouth will provide service to e.spire that is equal to the service it provides to itself and its end users;

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 e.spire 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 e.spire to have its calls custom branded with e.spire 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 this Attachment.

10.4.2 BellSouth offers four service levels of branding to e.spire 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 e.spire 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 e.spire to order selective routing for each originating BellSouth end office identified by e.spire. Rates for Selective Routing are set forth in this Attachment.

- 10.4.3.3 Customer Branding and Self Branding require e.spire to order dedicated trunking from each BellSouth end office identified by e.spire, to either the BellSouth Traffic Operator Position System (TOPS) or e.spire 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 e.spire 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 e.spire 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 e.spire 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 to e.spire purchasing local BellSouth switching and reselling BellSouth local exchange service, selective routing of calls to a requested directory assistance services platform or operator services platform. e.spire end users may use the same dialing arrangements as BellSouth end users, but obtain a e.spire 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 e.spire 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)). e.spire 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, e.spire agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. Further, e.spire authorizes the inclusion of e.spire Subscriber listings in the BellSouth Directory Assistance products.

- 10.5.2 BellSouth shall provide e.spire initially with a base file of subscriber listings which reflect all listing change activity occurring since e.spire's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by e.spire and BellSouth. e.spire agrees to assume the costs associated with CONNECT: Direct TM 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 e.spire on a Business, Residence, or combined Business and Residence basis. e.spire agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after e.spire receives the Base File.
- 10.5.4 BellSouth is authorized to include e.spire Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of e.spire 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 e.spire.
- 10.5.5 Rates for DADS are as set forth in this Attachment.
- 10.6 Direct Access to Directory Assistance Service
- 10.6.1 Direct Access to Directory Assistance Service (DADAS) will provide e.spire'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 e.spire to utilize its own switch, operator workstations and optional audio subsystems.
- 10.6.2 BellSouth will provide DADAS from its DA location. e.spire will access the DADAS system via a telephone company provided point of availability. e.spire 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 e.spire subsystem will be provided by BellSouth. Interconnection between e.spire system and a specified BellSouth location will be pursuant to the use of e.spire owned or e.spire leased facilities and shall be appropriate sized based upon the volume of queries being generated by e.spire.
- 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 this Attachment.

11. **Signaling**

BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment. 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 e.spire-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 e.spire 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 e.spire 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 Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 12.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
 - 12.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
 - 12.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly 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 Telcordia (formerly 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 e.spire 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 e.spire database, then e.spire agrees to provide BellSouth with the Destination Point Code for the e.spire 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 e.spire 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 e.spire 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 e.spire, SS7 Access shall be made available in association with 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 e.spire SS7 network to exchange TCAP queries and responses with an e.spire SCP.
 - 12.2.9.2 SS7 AIN Access shall provide e.spire SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and e.spire 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 e.spire 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 e.spire or e.spire-designated local switching systems or STPs to BellSouth SS7 network:
 - 12.3.1.1 An A-link interface from e.spire local switching systems; and,
 - 12.3.1.2 A B-link interface from e.spire 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 e.spire local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and e.spire 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 e.spire 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 Telcordia (formerly 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 Telcordia (formerly 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 e.spire local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the e.spire switching system has a legitimate signaling relation.
 - 12.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from e.spire local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the e.spire 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 e.spire from any signaling point or network interconnected through BellSouth's SS7 network where the e.spire 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 Telcordia (formerly 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 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

13. **Service Control Points/DataBases**

13.1 **Definition**

- 13.1.1 Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.
- 13.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

13.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to e.spire 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 e.spire customer records stored in BellSouth databases within 3 days, or sooner where BellSouth provisions its own customer records within a shorter interval.

13.2.6 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:

13.2.7 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);

13.2.8 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);

13.2.9 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);

13.2.10 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);

- 13.2.11 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);
- 13.2.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and
- 13.2.13 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).
- 13.2.14 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.
- 13.2.15 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide e.spire the capability that will allow e.spire 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.
- 13.2.16 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 e.spire. Scheduling procedures shall provide e.spire equivalent priority to these resources
- 13.2.17 BellSouth SCP shall partition and protect e.spire service logic and data from unauthorized access, execution or other types of compromise.
- 13.2.18 When e.spire selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable e.spire 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.
- 13.2.19 When e.spire selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. e.spire access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.2.20 When e.spire selects SCE/SMS AIN Access, BellSouth shall allow e.spire to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (e.g., service customization and end user subscription).
- 13.3 Local Number Portability Database
- 13.3.1 Definition

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

13.4 Line Information Database (LIDB)

BellSouth will store in its LIDB only records relating to service in the BellSouth region. The LIDB Storage Agreement is included in this Attachment.

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 end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

13.4.2 Technical Requirements

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

- 13.4.2.1 BellSouth shall process e.spire's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to e.spire 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 e.spire, BellSouth shall provide e.spire with a list of the customer data items which e.spire 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 e.spire data to the LIDB shall be solely at the direction of e.spire. Such direction from e.spire 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 e.spire data upon e.spire'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 e.spire customer records will be missing from LIDB, as measured by e.spire audits. BellSouth will audit e.spire records in LIDB against DBAS to identify record mismatches and provide this data to a designated e.spire contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mis-matches to e.spire within one business day of audit. Once reconciled records are received back from e.spire, 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 e.spire 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 e.spire'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 e.spire with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between e.spire and BellSouth.
- 13.4.2.11 BellSouth shall prevent any access to or use of e.spire 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 e.spire in writing.
- 13.4.2.12 BellSouth shall provide e.spire 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 e.spire at least at parity with BellSouth Customer Data. BellSouth shall obtain from e.spire the screening information associated with LIDB Data Screening of e.spire 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 e.spire under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions .

- 13.4.2.13 BellSouth shall accept queries to LIDB associated with e.spire 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 in accordance with the following:

13.5.1 Technical Requirements

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

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.

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

- 13.5.1.2.1 Network Management;
- 13.5.1.2.2 Customer Sample Collection; and
- 13.5.1.2.3 Service Maintenance

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

The ALI/DMS Database contains end user information (including name, address, telephone information, and sometimes special information from the local service provider or end user) 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 e.spire a data link to the ALI/DMS database or permit e.spire to provide its own data link to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to e.spire immediately after e.spire inputs information into the ALI/DMS database. Alternately, e.spire may utilize BellSouth, to enter end user information into the data base on a demand basis, and validate end user information on a demand basis.
- 13.6.1.2 The ALI/DMS database shall contain the following end user 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 end user is blind or deaf or has another disability).
- 13.6.1.3 When BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless e.spire requests otherwise and shall be updated if e.spire requests, provided e.spire supplies BellSouth with the updates.
- 13.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local end user 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 e.spire end users shall meet industry standards.

- 13.7 Calling Name (CNAM) Database Service. The Agreement for Calling Name (CNAM) with standard pricing is included as Exhibit B to this Attachment. e.spire must provide to its account manager a written request with a requested activation date to activate this service. If e.spire is interested in requesting CNAM with volume and term pricing, e.spire must contact its account manager to request a separate CNAM volume and term Agreement.

14. **DARK FIBER**

BellSouth agrees to offer access to Dark Fiber pursuant to the terms and conditions following and at the rates set forth in this Attachment.

- 14.1.1 Dark Fiber is deployed, unlit fiber optic cable that connects two points within BellSouth's network, as described in *Section 8* above.

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 e.spire pursuant to the prices set forth in this Attachment.
- 14.2.2 e.spire 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 e.spire 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 e.spire ("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 e.spire within thirty (30) business days after it receives written confirmation from e.spire that the Dark Fiber previously deemed available by BellSouth is wanted for use by e.spire. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable e.spire to connect or splice e.spire 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 e.spire local Signaling Transfer Point Switches (STP) and e.spire 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), e.spire 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 e.spire 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 e.spire 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 e.spire 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 e.spire local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of e.spire 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 e.spire or e.spire-designated local or tandem switching systems or STPs to the BellSouth SS7 network:
 - 15.1.3.1.1 A-link interface from e.spire local or tandem switching systems; and
 - 15.1.3.1.2 B-link interface from e.spire 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 e.spire local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and e.spire 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 e.spire 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 Telcordia (formerly 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 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
 - 15.1.3.4.3 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and
 - 15.1.3.4.4 Telcordia (formerly 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 e.spire local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the e.spire 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 Telcordia (formerly 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 Telcordia (formerly BellCore) GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;
- 15.1.4.12 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service;
- 15.1.4.13 Telcordia (formerly BellCore) GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services; and,
- 15.1.4.14 Telcordia (formerly 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 e.spire orders network elements and other services, then e.spire 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 e.spire 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. e.spire 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. e.spire will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, e.spire will be required to discontinue the Basic 911 procedures and being using E911 procedures.
- 16.2.2 E911 Service Provisioning. For E911 service, e.spire will be required to install a minimum of two dedicated trunks originating from the e.spire 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. e.spire will be required to provide BellSouth daily updates to the E911 database. e.spire 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, e.spire 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. e.spire 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 e.spire beyond applicable charges for BellSouth trunking arrangements.
- 16.2.4 Basic 911 and E911 functions provided to e.spire shall be at least at parity with the support and services that BellSouth provides to its end users 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 e.spire to follow in providing 911/E911 services.

17. Rates

17.1 General

The prices that e.spire shall pay to BellSouth for Network Elements and Other Services are set forth in Exhibit C to this Attachment.

17.2 Operations Support Systems (OSS)

BellSouth agrees to provide nondiscriminatory access in accordance with FCC Rule 51.311 and Section 251(c)(3) of the Act to operations support systems on an unbundled basis to e.spire for the provision of a telecommunications service.

Operations Support System functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, agrees to provide e.spire with nondiscriminatory access to the same detailed information about the loop that is available to its own retail unit.

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

| | |
|----------|---|
| LENS | Local Exchange Navigation System |
| EDI | Electronic Data Interface |
| EDI-PC | Electronic Data Interface – Personal Computer |
| TAG | Telecommunications Access Gateway |
| ROBO-TAG | Graphical User Interface to TAG |

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

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

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

[e.spire believes manual charge should be lowered substantially if threshold billing plan is not revised]

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

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

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

Network Elements and Other Services Manual Additive

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

Threshold Billing Plan

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

| Year | Ratio: Mechanized/Total LSRs |
|-----------|------------------------------|
| 1/1/2000 | 50% |
| 6/30/2000 | 50% |
| 1/1/2001 | 75% |
| 6/30/2001 | 80% |

In calculating the ratio, only orders for services capable of mechanized order entry shall be included in the computations.

[BellSouth proposes a threshold billing plan of 2000 (80%) and 2001 (90%)]

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

17.3 True-up

This section applies only to Tennessee.

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

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

EXHIBIT A

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

I. SCOPE

A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and Local Exchange Carrier shall have access to such information. Local Exchange Carrier understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Carrier, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.

B. LIDB is accessed for the following purposes:

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

C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's end user customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

Local Exchange Company understands that BST currently has in effect numerous billing and collection agreements with various interexchange carriers and billing clearing houses. Local Exchange Company further understands that these billing and collection customers of BST query BST's LIDB to determine whether to accept

various billing options from end users. Additionally, Local Exchange Company understands that presently BST has no method to differentiate between BST's own billing and line data in the LIDB and such data which it includes in the LIDB on Local Exchange Company's behalf pursuant to this Agreement. Therefore, until such time as BST can and does implement in its LIDB and its supporting systems the means to differentiate Local Exchange Company's data from BST's data and the Parties to this Agreement execute appropriate amendments hereto, the following terms and conditions shall apply:

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

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

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

BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BellSouth will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of _____, 199__, and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

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

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

IV. INDEMNIFICATION

To the extent not prohibited by law, each Party will indemnify the other and hold the other harmless against any loss, cost, claim, injury, or liability relating to or arising out of negligence or willful misconduct by the indemnifying Party or its agents or contractors in connection with the indemnifying Party's provision of services, provided, however, that any indemnity for any loss, cost, claim, injury or liability arising out of or relating to errors or omissions in the provision of services under this Agreement shall be limited as otherwise specified in this Agreement. The indemnifying Party under this Section agrees to defend any suit brought against the other Party for any such loss, cost, claim, injury or liability. The indemnified Party agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which the other Party is responsible under this Section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The indemnifying Party shall not be liable under this Section for settlement by the indemnified Party of any claim, lawsuit, or demand unless the defense of the claim, lawsuit, or demand has been tendered to it in writing and the indemnifying Party has unreasonably failed to assume such defense.

V. LIMITATION OF LIABILITY

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

VI. MISCELLANEOUS

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

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

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

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

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

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

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

**FACILITIES BASED ADDENDUM
TO LINE INFORMATION DATA BASE (LIDB)
STORAGE AGREEMENT**

This is a Facilities Based Addendum to the Line Information Data Base Storage Agreement dated _____, 199 __, between BellSouth Telecommunications, Inc. ("BST"), and _____ ("Local Exchange Company"), effective the _____ day of _____, 199 ____.

I. GENERAL

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

II. DEFINITIONS

A. Billing number - a number that the Local Exchange Company creates for the purpose of identifying an account liable for charges. This number may be a line or a special billing number.

B. Line number - a ten digit number that identifies a telephone line administered by the Local Exchange Company.

C. Special billing number - a ten digit number that identifies a billing account established by the Local Exchange Company.

D. Calling Card number - a billing number plus PIN number.

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

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

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

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

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

III. RESPONSIBILITIES OF PARTIES

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

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

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

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

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

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

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

COMPLIANCE

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

EXHIBIT B**CALLING NAME DELIVERY (CNAM) DATABASE SERVICES****1.00 DEFINITIONS**

For the purpose of this Attachment, the following terms shall be defined as:

CALLING NAME DELIVERY DATABASE SERVICE (CNAM) - The ability to associate a name with the calling party number, allowing the end user subscriber (to which a call is being terminated) to view the calling party's name before the call is answered. This service also provides e.spire the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.

CALLING PARTY NUMBER (CPN) - The number of the calling party that is delivered to the terminating switch using common channel signaling system 7 (CCS7) technology, and that is contained in the Initial Address Message (IAM) portion of the CCS7 call setup.

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two or more nodes is transmitted over high-speed data links, rather than over voice circuits.

SERVICE CONTROL POINTs (SCPs) - The real-time data base systems that contain the names to be provided in response to queries received from CNAM SSPs.

SERVICE MANAGEMENT SYSTEM (SMS) - The main operations support system of CNAM DATABASE SERVICE. CNAM records are loaded into the SMS, which in turn downloads into the CNAM SCP.

SERVICE SWITCHING POINTs (SSPs) - Features of computerized switches in the telephone network that determine that a terminating line has subscribed to CNAM service, and then communicate with CNAM SCPs in order to provide the name associated with the calling party number.

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 ATTACHMENT

2.01 This Attachment contains the terms and conditions where BellSouth will provide to the e.spire access to the BellSouth CNAM SCP for query or record storage purposes.

- 2.02 e.spire shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment. Said notice shall be in writing, no less than 60 days prior to e.spire's access to BellSouth's CNAM Database Services and shall be addressed to e.spire's Account Manager.

3.00 PHYSICAL CONNECTION AND COMPENSATION

- 3.01 BellSouth's provision of CNAM Database Services to e.spire requires interconnection from e.spire to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment.

- 3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, e.spire shall provide its own CNAM SSP. e.spire's e.spire CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

- 3.03 If e.spire elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that e.spire desires to query.

3.04 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties and writing shall, by this reference become an integral part of this Agreement.

4.00 CNAM RECORD INITIAL LOAD AND UPDATES

- 4.01 The mechanism to be used by e.spire for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by e.spire in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of e.spire to provide accurate information to BellSouth on a current basis.

- 4.02 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.03 e.spire CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

Attachment 3

Local Interconnection

TABLE OF CONTENTS

| | | |
|----|--|----|
| 1. | Network Interconnection | 3 |
| 2. | Interconnection Trunking and Routing | 7 |
| 3. | Network Design and Management for Interconnection..... | 9 |
| 4. | Parity in Ordering and Provisioning | 10 |
| 5. | Local Dialing Parity..... | 11 |
| 6. | Interconnection Compensation | 11 |
| 7. | Frame Relay Service | 17 |
| 8. | Operational Support Systems (OSS) Rates..... | 19 |

Network Interconnection: Call Transport and Termination

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

1. Network Interconnection

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

1.2 e.spire must establish, at a minimum, a single Point of Presence, Interface, and Interconnection with BellSouth within the LATA for the delivery of traffic originated by e.spire. Each party hereto is free to define its own local calling area, subject to state commission approval where required. Each party also is free to assign local numbers allocated for their use anywhere within their own defined local calling area, provided that such number assignment is consistent with all generally applicable rules and regulations governing assignment of local telephone numbers. However, in the event that e.spire establishes a POI at a BellSouth tandem switch other than one where e.spire's assigned NPA/NNXs are "homed," e.spire will be responsible for the interoffice transport required to deliver traffic originating from the tandem switch serving customers to which numbers utilizing such NPA/NNXs are allocated to the tandem switch to which such NPA/NNX are home. At its option, e.spire must either self-provision such interoffice transport facilities or it may choose to purchase such interoffice transport from BellSouth pursuant to Attachment 2 or Exhibit A to this Attachment 3. A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem and e.spire's End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is e.spire's responsibility to enter its own NPA/XXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

[BellSouth disagrees, and believes that e.spire number assignment should be restricted to the coverage area offices where its NPA/NXXs are "homed"]

1.3 A **Point of Presence (POP)** is the physical location (a structure where the environmental, power, air conditioning, etc. specifications for a Party's terminating equipment can be met) at which a Party establishes itself for obtaining access to the other Party's network. The POP is the physical location within which the Point of Interfaces occur.

1.4 A **Point of Interface** is the physical telecommunications interface between BellSouth and e.spire's interconnection functions. It establishes the technical interface and point of

operational responsibility. The primary function of the Point of Interface is to serve as the terminus for the interconnection service. The Point of Interface has the following main characteristics:

1. It is a cross-connect point to allow connection, disconnection, transfer or restoration of service.
 2. It is a point where BellSouth and e.spire can verify and maintain specific performance objectives.
 3. It is specified according to the interface offered in the tariff or local interconnection agreement (for example: for DS1 service the FCC # 1 tariff specifies that the interface meets the technical specifications detailed in Generic Requirements GR-342-CORE, Issue 1, December 1995.)
 4. The Parties provide their own equipment (CPE) to interface with the DS0, DS1, DS3, STS1 and/or OCn circuits on the customer premises.
- 1.5 The **Point of Interconnection** is the point at which the originating Party delivers its originated traffic to the terminating Party's first point of switching on the terminating Party's common (shared) network for call transport and termination. Points of Interconnection are available at either Access Tandems, Local Tandems, or End Offices as described in this Agreement. e.spire's requested Point of Interconnection will also be used for the receipt and delivery of transit traffic at BellSouth Access and Local Tandems. POIs established at a BellSouth Local Tandem shall not be used to interconnect for the exchange of switched access traffic.
- 1.6 e.spire, at its option, shall establish Points of Presence and Points of Interface for the delivery of traffic originated by e.spire to BellSouth. The Point of Interface may not necessarily be established at the Point of Interconnection.
- 1.7 BellSouth shall designate the Points of Presence and Points of Interface for the delivery of traffic originated by BellSouth to e.spire for call transport and termination by e.spire.
- 1.8 Interconnection via Purchase of Facilities
- 1.8.1 Either Party may purchase Local Channel facilities from the Party's specified Point of Interface to its designated serving wire center. The Parties agree that BellSouth charges for such Local Channel facilities are as set forth in Exhibit A to this Attachment. e.spire's tariff rates shall apply to services ordered by BellSouth. If a nonrecurring or recurring rate is not identified in Exhibit A for a Local Channel, the rate shall be as set forth in the appropriate Party's intrastate or interstate tariff for switched access services.

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

tariff for switched access services as filed and effective with the FCC or appropriate state Commission.

- 1.8.2 For the purposes of this Attachment, “Local Channel” is defined as a switched transport facility between a Party’s Point of Presence and its designated Serving Wire Center (“SWC”).
- 1.8.3 For the purposes of this Attachment, “Serving Wire Center” or “SWC” is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its Point of Presence or “POP”.
- 1.8.4 For the purposes of this Attachment, Dedicated Transport is defined as a switch transport facility between a Party’s designated serving wire center and the first point of switching on the other Party’s common (shared) network.
- 1.9 **BellSouth Multiple Tandem Access (MTA)** provides for LATA wide BellSouth transport and termination of e.spire-originated local and intraLATA toll traffic by establishing a Point of Interconnection at a BellSouth access tandem with routing through multiple BellSouth access tandems as required. MTA shall be provisioned in accordance with BellSouth’s reasonable and nondiscriminatory Ordering Guidelines.

[same as issue in § 1.2: BellSouth wants e.spire to establish POIs in each tandem where NXXs are “homed”.]

- 1.9.1 MTA does not include switched access traffic that transits the BellSouth network to an Interexchange Carrier (IXC). Switched Access traffic will be delivered to and by IXCs based on e.spire’s NXX Access Tandem homing arrangement as specified by e.spire in the national Local Exchange Routing Guide (LERG).
- 1.9.2 For e.spire-originated local and intraLATA toll traffic that BellSouth transports but is destined for termination by a third party network (transit traffic), BellSouth MTA is required if multiple BellSouth access tandems are necessary to deliver the call to the third Party network.
- 1.9.3 With MTA, compensation for the termination of e.spire’s local traffic will be billed on an elemental basis at the rates specified in Exhibit A to this Attachment on a statewide basis. This provision has no effect on e.spire’s right to bill BellSouth for transport and termination in accordance with FCC Rule 51.711 and other applicable rules and decisions of the FCC and the Commission.

[BellSouth considering language]

- 1.9.4 To the extent e.spire does not purchase MTA in a calling area that has multiple access tandems serving the calling area as defined by BellSouth, e.spire must establish Points of Interconnection to every access tandem in the calling area in order to serve the entire calling area to the extent e.spire does not purchase MTA and provides intraLATA toll service to its customers, it may be necessary for it to establish a Point of Interconnection to additional BellSouth access tandems that serve end offices outside the local calling area.

- 1.10 Local Tandem Interconnection. Interconnection at the Local Tandem allows e.spire to establish a Point of Interconnection at BellSouth local tandems for: (1) delivery of e.spire originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area defined in BellSouth's GCST served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who also have established POIs at those BellSouth local tandems.
- 1.10.1 In the event that e.spire elects to interconnect at a BellSouth local tandem, and a specified local calling area is served by more than one BellSouth local tandem, e.spire must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, e.spire may choose to establish a POI at BellSouth local tandems where it has no codes homing. e.spire may deliver local traffic to a "home" BellSouth local tandem that is destined for BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same calling area. [shaded language is BellSouth proposal which e.spire is considering, but has not accepted] It is e.spire's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide ("LERG"), and obtain its own routing information from the LERG.
- 1.10.2 Notwithstanding establishing POIs to BellSouth's local tandems, e.spire must also establish POI to BellSouth access tandems within the LATA on which e.spire has NPA/NXXs homed for the delivery of interexchange carrier switched access and toll traffic. Switched access traffic or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for completion.
- 1.10.3 BellSouth's provisioning of local tandem interconnection assumes that e.spire has executed the necessary local interconnection agreements with the other third party network providers subtending those local tandems as required by the Act.
- 1.11 Fiber Meet
- 1.11.1 "Fiber-Meet" is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends (i.e. Point Of Interface).
- 1.11.2 If e.spire elects to establish a Point of Interconnection with BellSouth pursuant to a Fiber Meet, e.spire and BellSouth shall jointly engineer and operate a Synchronous Optical Network ("SONET") transmission system by which they shall interconnect networks and routing of local traffic via a Local Channel facility at either the DS0, DS1, or DS3 level and shall be ordered via an Access Services Request ("ASR") in the initial phase of this offering. The Parties shall work jointly to determine the specific transmission system. However, e.spire's SONET transmission must be compatible with BellSouth's equipment in the serving wire center and the Data Communications Channel (DCC) must be turned off.

- 1.11.3 BellSouth shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the BellSouth Interconnection Wire Center ("BIWC").
- 1.11.4 e.spire shall, wholly at its own expense, procure, install and maintain the agreed upon SONET equipment in the e.spire Interconnection Wire Center ("e.spire Wire Center").
- 1.11.5 BellSouth shall designate a Point of Interface outside the BIWC as a Fiber Meet point, and shall make all necessary preparations to receive, and to allow and enable e.spire to deliver, fiber optic facilities into the Point of Interface with sufficient spare length to reach the fusion splice point at the Point of Interface. BellSouth shall, wholly at its own expense, procure, install, and maintain the fusion splicing point in the Point of Interface. A Common Language Location Identification ("CLLI") code will be established for each Point of Interface. The code established must be a building type code. All orders shall originate from the Point of Interface (i.e., Point of Interface to e.spire, Point of Interface to BellSouth).
- 1.11.6 e.spire shall deliver and maintain such strands wholly at its own expense. Upon verbal request by e.spire, BellSouth shall allow e.spire access to the Fiber Meet entry point for maintenance purposes as promptly as possible and in a reasonable and nondiscriminatory manner.
- 1.11.7 The Parties shall jointly coordinate and undertake maintenance of the SONET transmission system. Each Party shall be responsible for maintaining the components of their own SONET transmission system.
- 1.11.8 Each Party will be responsible for (i) providing its own transport facilities to the Fiber Meet, and (ii) the cost to build-out its facilities to such Fiber Meet.
- 1.11.9 Neither Party shall charge the other for its portion of the Fiber Meet facility used exclusively for non-transit local traffic (i.e. the Local Channel). Charges incurred for other services including dedicated transport facilities to the Point of Interconnection if applicable will apply. Charges for Switched and Special Access Services shall be billed in accordance with the applicable Access Service tariff (i.e., the providing Party's Interstate or Intrastate Access Services Tariff, as filed and effective with the FCC or appropriate State Commission).
2. Interconnection Trunking and Routing
 - 2.1 BellSouth and e.spire shall establish interconnecting trunk groups and trunking configurations between networks including the establishment of one-way or two-way trunks in accordance with applicable, reasonable and nondiscriminatory requirements of *BellSouth Call Transport & Termination Service For Facility Based CLECs* section of the *Facility Based CLEC Activation Requirements Customer Guide* as it is revised from time to time.
 - 2.2 Any e.spire interconnection request that deviates from the reasonable and nondiscriminatory standard trunking configurations as described in the *BellSouth Call Transport & Termination Service For Facility Based CLECs* section of the *Facility Based CLEC Activation Requirements Customer Guide* that affects traffic delivered to e.spire

from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require e.spire to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.

- 2.3 All terms and conditions, as well as charges, both non-recurring and recurring, associated with interconnecting trunk groups provided by BellSouth between BellSouth and e.spire not addressed in Exhibit A shall be as set forth in the BellSouth intrastate or interstate tariff for switched access services, as filed and effective with the FCC or appropriate State Commission. All terms and conditions, as well as charges, both nonrecurring and recurring, associated with interconnecting trunk groups provided by e.spire between BellSouth and e.spire shall be as set forth in e.spire's interstate tariff for switched access services, as filed and effective with the FCC or appropriate State Commission. For two-way trunking that carries the parties local and intraLATA toll traffic, as defined herein, excluding transit traffic, the Parties shall be compensated for the nonrecurring and recurring charges for trunks and DS1 facilities at the pro rata portion of the applicable contractual or tariff rates for the services provided by each Party. e.spire shall be responsible for ordering and paying for any two-way trunks carrying transit traffic.

[BellSouth disagrees with the use of e.spire tariff rates and believes that trunking should be split 50/50 instead of pro rata]

- 2.4 The Parties shall utilize direct end office trunking under the following conditions:

(1) Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between e.spire and BellSouth's subscribers.

(2) Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between a e.spire switching center and a BellSouth end office, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a e.spire switching center and a BellSouth end office where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between e.spire's switching center and BellSouth's end office exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

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

- 2.5 Switched Access traffic will be delivered to and by IXC's based on e.spire's NXX Access Tandem homing arrangement as specified by e.spire in the national Local Exchange Routing Guide (LERG).

2.6 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible.

2.7 [e.spire proposes to establish prescribed intervals for the installation of interconnection trunks; BellSouth has not agreed.]

3. Network Design and Management for Interconnection

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

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

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

3.4 Network Management Controls. Both Parties will work cooperatively and in good faith to exchange applicable information and to apply sound network management principles by invoking appropriate network management controls, e.g., call gapping, to alleviate or prevent trunk blocking and network congestion.

3.5 Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks.

3.6 Forecasting Requirements.

- 3.6.1 The Parties shall exchange technical descriptions and forecasts of their interconnection and traffic requirements in sufficient detail necessary to establish the interconnections required to assure traffic completion to and from all customers in their respective designated service areas. In order for BellSouth to provide as accurate reciprocal trunking forecasts as possible to e.spire, e.spire must timely inform BellSouth of any known or anticipated events that may affect BellSouth reciprocal trunking requirements. If e.spire refuses to provide such information, BellSouth shall provide reciprocal trunking forecasts based only on existing trunk group growth and BellSouth's annual estimated percentage of BellSouth subscriber line growth.
- 3.6.2 Both Parties shall meet every six months or at otherwise mutually agreeable intervals for the purpose of exchanging non-binding forecast of its traffic and volume requirements for the interconnection and network elements provided under this Agreement, in the form and in such detail as agreed by the Parties. The Parties agree that each forecast provided under this Section shall be deemed "Confidential Information" in the General Terms and Conditions – Part A of this Agreement.
- 3.6.3 The trunk forecast should include trunk requirements for all of the interconnecting trunk groups for the current year plus the next two future years. The forecast meeting between the two companies may be a face-to-face meeting, video conference or audio conference. It may be held regionally or geographically. Ideally, these forecast meetings should be held at least semi-annually, or more often if the forecast is no longer usable. Updates to a forecast or portions thereof should be made whenever the Party providing the forecast deems that the latest trunk requirements exceed the original quantities by 24 trunks or 10%, whichever is greater. Either Party should notify the other Party if they have measurements indicating that a trunk group is exceeding its designed call carrying capacity and is impacting other trunk groups in the network. Also, either Party should notify the other Party if they know of situations in which the traffic load is expected to increase significantly and thus affect the interconnecting trunk requirements as well as the trunk requirements within the other Party's network. The Parties agree that the forecast information provided under this Section shall be deemed "Confidential Information" as set forth in the General Terms and Conditions of this Agreement.
- 3.6.4 For a non-binding trunk forecast, agreement between the two Parties on the trunk quantities and the timeframe of those trunks does not imply any liability for failure to perform if the trunks are not available for use at the required time.
- 3.6.5 Signaling Call Information. BellSouth and e.spire will send and receive 10 digits for local traffic. Additionally, BellSouth and e.spire will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.
4. Parity in Ordering and Provisioning
- Each Party shall provide interconnection ordering and provisioning services to the other Party that are Equal in Quality to the ordering and provisioning services the Parties provide themselves. "Equal in Quality" shall have the meaning accorded in Section

51.305(a)(3) of the FCC's Rules, 47 C.F.R. § 51.305(a)(3). Reasonable and nondiscriminatory procedures for ordering and provisioning BellSouth interconnection services are set forth in the *BellSouth Call Transport & Termination Service For Facility Based CLECs section of the Facility Based CLEC Activation Requirements Customer Guide*.

5. Local Dialing Parity

Each Party shall provide local dialing parity, meaning that each Party's customers will not have to dial any greater number of digits than the other Party's customers to complete the same call. In addition, under equivalent interconnection arrangements, e.spire local service customers will experience at least the same quality as BellSouth local service customers regarding post-dial delay, call completion rate and transmission quality.

6. Interconnection Compensation

6.1 Reciprocal Compensation

[BellSouth disagrees with e.spire's proposed language. BellSouth wants to exclude ISPs and have asymmetric rates.]

6.1.1 Reciprocal Compensation is due to each Party for the transport and termination of Local Traffic, including delivery of traffic to an Internet/Information Service Provider (ISP), that a Telephone Exchange Service End User originates on BellSouth's or e.spire's network for call completion, including local call termination and delivery of traffic to an ISP, on the other Party's network.

6.1.2 Local Traffic is defined as any telephone call that originates from an NXX assigned to one local calling area and terminates to, or is delivered to an ISP with, an NXX assigned to the same local calling area, or a corresponding Extended Area Service (EAS) exchange area.

6.1.3 The Parties shall compensate each other in an equal and symmetrical manner for Local Traffic Transport and Termination, including delivery of traffic to ISPs assigned to the same NXX or corresponding EAS as the Telephone Exchange Service End User originating the call, at the rates provided in Exhibit A to this Attachment. BellSouth shall charge e.spire Reciprocal Compensation by adding the applicable tandem, transport and local termination elements at the rates specified in Exhibit A to this Attachment. e.spire shall charge BellSouth Reciprocal Compensation by assessing a single blended reciprocal compensation rate which combines charges for all end office tandem and 5 miles in assumed transport in a single charge per minute of use at the rate specified in Exhibit . The blended rate charged by e.spire shall be equal to the combination of the three rate elements charged by BellSouth.

6.1.4 The Reciprocal Compensation arrangements set forth in this Agreement are not applicable to Switched Exchange Access Service, IntraLATA Toll Traffic or Transit Service Traffic.

- 6.1.5 If either Party disputes the payment of any portion of a bill rendered by the other Party for payment of Reciprocal Compensation, the disputing Party shall establish an interest-bearing escrow account and pay the disputed amount into such escrow account until the dispute is resolved.
- 6.1.6 Neither Party shall knowingly represent Access Services Traffic as Local Traffic for purposes of payment of reciprocal compensation.
- 6.2 For traffic delivered over local interconnection trunks, each party will provide the other with Calling Party Number ("CPN") information, if available. If CPN is not available, each party will provide a PLU report identifying intraLATA toll traffic.
- 6.3 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU") The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding transit traffic. By the first of January, April, July and October of each year, BellSouth and e.spire shall provide a positive report updating the PLU. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.

[BellSouth wants to add language requiring use of its PLU Reporting platform.]

- 6.4 Percentage Interstate Usage. For combined interstate and intrastate e.spire traffic terminated by BellSouth over the same facilities, e.spire will be required to provide a projected Percentage Interstate Usage ("PIU") to BellSouth. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in BellSouth's Intrastate Access Services Tariff will apply to e.spire. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU factor will be used for application and billing of local interconnection. Notwithstanding the foregoing, where the terminating company has message recording technology that identifies the traffic terminated, such information, in lieu of the PLU factor, shall at the company's option be utilized to determine the appropriate local usage compensation to be paid.
- 6.5 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and e.spire shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to

have overstated the PLU and/or PIU by twenty percentage points (20%) or more, that Party shall reimburse the auditing Party for the cost of the audit.

6.6 Rate True-up

This section applies only to Tennessee.

- 6.6.1 The interim prices for Unbundled Network Elements and Other Services and Local Interconnection shall be subject to true-up according to the following procedures:
- 6.6.2 The interim prices shall be trued-up, either up or down, based on final prices determined either by further agreement between the Parties, or by an effective order [**BellSouth wants to include appeals**] of the Commission which final order meets the criteria of Section 6.6.4 below. The Parties shall implement the true-up by comparing the actual volumes and demand for each item, together with interim prices for each item, with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions of Section 16 of the General Terms and Conditions and Attachment 1 of the Agreement.
- 6.6.3 The Parties may continue to negotiate toward final prices, but in the event that no such agreement is reached within nine (9) months, either Party may petition the Commission to resolve such disputes and to determine final prices for each item. Alternatively, upon mutual agreement, the Parties may submit the matter to the Dispute Resolution Process set forth in the General Terms and Conditions of the Agreement, so long as they file the resulting Agreement with the Commission as a “negotiated agreement” under Section 252(e) of the Act.
- 6.6.4 A final order of this Commission that forms the basis of a true-up shall be the final order as to prices based on appropriate cost studies, or potentially may be a final order in any other Commission proceeding which meets the following criteria:
- (a) BellSouth and CLEC is entitled to be a full Party to the proceeding;
 - (b) It shall apply the provisions of the federal Telecommunications Act of 1996, including but not limited to Section 252(d)(1) (which contains pricing standards) and all then-effective implementing rules and regulations; and,
 - (c) It shall include as an issue the geographic deaveraging of unbundled element prices, which deaveraged prices, if any are required by said final order, shall form the basis of any true-up.

6.7 Compensation for IntraLATA Toll Traffic

- 6.7.1 IntraLATA Toll Traffic. IntraLATA Toll Traffic is defined as all traffic that originates and terminates within a single LATA, but is not treated as local or EAS traffic under this Attachment.
- 6.7.2 Compensation for intraLATA toll traffic. For terminating its intraLATA toll traffic on the other company's network, the originating Party will pay the terminating Party's current intrastate or interstate, whichever is appropriate, terminating switched access tariff rates as set forth in the terminating Party's Intrastate or Interstate Access Services Tariff. The appropriate charges will be determined by the routing of the call. If one Party is the other Party's end user's presubscribed interexchange carrier or if one Party's end user uses the other Party as an interexchange carrier on a 101XXXX basis, the originating Party will charge the other Party the appropriate originating switched access tariff rates as set forth in the originating Party's Intrastate or Interstate Access Services Tariff, as filed and effective with the FCC or appropriate State Commission.
- 6.7.3 Compensation for 800 Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the providing Party's tariff, as filed and effective with the FCC or appropriate State Commission.
- 6.7.4 Records for 800 Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 800 customers. The records provided will be in a standard EMI format for a fee of \$0.013 per record.
- 6.7.5 800 Access Screening. Should e.spire require 800 Access Ten Digit Screening Service from BellSouth, it shall have signaling transfer points connecting directly to BellSouth's local or regional signaling transfer point for service control point database query information. e.spire shall utilize SS7 signaling links, ports and usage as set forth in Attachment 2. e.spire will not utilize switched access FGD service. 800 Access Ten Digit Screening Service is an originating service that is provided via 800 Switched Access Service trunk groups from BellSouth's SS7 equipped end office or access tandem providing an IXC identification function and delivery of a call to the IXC based on the dialed ten digit number. The terms and conditions for this service are set out in BellSouth's Intrastate Access Services Tariff as amended.
- 6.8 Mutual Provision of Switched Access Service
- 6.8.1 Switched Access Traffic. Switched Access Traffic is defined as telephone calls requiring local transmission or switching services for the purpose of the origination or termination of Telephone Toll Service. **[BellSouth wishes to include VOIP/IP telephony traffic as switched access traffic; e.spire disagrees]** Switched Access Traffic includes the following types of traffic: Feature Group A, Feature Group B, Feature Group C, Feature Group D, toll free e.g. 800/888/877 access, and 900 access and their successors or similar Switched Exchange Access Services.
- 6.8.2 When BellSouth and e.spire provide an access service connection between an interexchange carrier ("IXC") and each other, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its

own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. The Parties will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point billing for all applicable traffic including traffic terminated to ported numbers and non-geographic NPAs. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing company, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing company will provide the switched access summary usage data to all subsequent billing companies within 10 days of rendering the initial bill to the IXC. Each company will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary by mutual agreement of the Parties.

- 6.8.3 [note: e.spire cannot agree to be held liable for specific guarantees BellSouth makes to third parties; BellSouth may offer proposed alternative language.]
- 6.8.4 Each company will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 6.8.5 In the event of a loss of data, both Parties shall cooperate to reconstruct the lost data and shall make best efforts to do so within 48 hours. If such reconstruction is not possible, the Parties shall use a reasonable estimate of the lost data, based on twelve (12) months of prior usage data; provided that if twelve (12) months of prior usage data is not available, the Parties shall base the estimate on as much prior usage data that is available; and further provided, however, that if reconstruction is required prior to the availability of at least three (3) months of prior usage data, the Parties shall defer such reconstruction until three (3) months of prior usage data is available. If the estimated billing is not accepted for payment by the affected Access Services Customer(s), the responsible Party shall be liable to the other Party for any resulting lost revenue up. Lost revenue may be a combination of revenues that could not be billed to the End Users and associated Access Service revenues. Lost revenue will be calculated by subtracting the amount actually paid by the affected Access Services Customer(s) from the estimated billing derived pursuant to the process set forth in this section.
- 6.8.6 Each company also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 6.8.7 All claims should be filed with the other company within 120 days of the receipt of the date of the unbillable usage.
- 6.8.8 The Initial Billing Company shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Company to, by formal or informal review or audit, to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Company. Each company agrees to cooperate in such formal or informal

reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.

6.9 Transit Traffic Service. Each Party shall provide tandem switching and transport services for the other's transit traffic. Transit traffic is traffic originating on one Telecommunications Carrier's network that is switched and transported by a second Telecommunications Carrier and terminates on a third party Telecommunications Carrier's network. Rates for local transit traffic shall be the applicable call transport and termination charges for Local Traffic, as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination as set forth in the providing Party's Intrastate or Interstate switched access tariff, as filed and effective with the FCC or appropriate State Commission

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

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

6.9.2.1 For Local Traffic and IntraLATA Toll Traffic originating from e.spire that is delivered over the Transit Traffic Service, e.spire will pay to BellSouth the applicable Tandem Switching and/or Interoffice Transport charges set forth in Attachment 2 to the Agreement. Charges for services provided by the Parties to a third party carrier(s) shall be assessed on a meet point basis, consistent with the terms of Section 6.8.2 hereof.

[BellSouth wanted to exclude ISP traffic; e.spire disagreed]

6.9.2.2 Except as provided in Section 6.9.2.3 hereafter, transit charges shall be assessed upon the originating carrier, and shall not be imposed on the terminating carrier.

6.9.2.3 Transit charges associated with the provision of toll-free services (e.g. 800/888/877) shall be imposed upon the terminating carrier and shall not be assessed on the originating carrier.

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

[BellSouth disagrees]

7. Frame Relay Service

- 7.1 In addition to the Local Interconnection services set forth above, BellSouth will offer a network to network Interconnection arrangement between BellSouth's and e.spire's frame relay switches as set forth below. The following provisions will apply only to Frame Relay Service and Exchange Access Frame Relay Service in those states in which e.spire is certified and providing Frame Relay Service as a Local Exchange Carrier and where traffic is being exchanged between e.spire and BellSouth Frame Relay Switches in the same LATA.
- 7.2 The Parties agree to establish two-way Frame Relay facilities between their respective Frame Relay Switches to the mutually agreed upon Frame Relay Service point(s) of interconnection ("POI(s)") within the LATA. All POIs shall be within the same Frame Relay Network Serving Areas as defined in Section A40 of BellSouth's General Subscriber Service Tariff except as set forth in this Attachment.
- 7.3 Upon the request of either Party, such interconnection will be established where BellSouth and e.spire have Frame Relay Switches in the same LATA. Where there are multiple Frame Relay switches in one central office, an interconnection with any one of the switches will be considered an interconnection with all of the switches at that central office for purposes of routing packet traffic.
- 7.4 The Parties agree to provision local and IntraLATA Frame Relay Service and Exchange Access Frame Relay Service (both intrastate and interstate) over Frame Relay interconnection facilities between the respective Frame Relay switches and the POIs.
- 7.5 The Parties agree to assess each other reciprocal charges for the facilities that each provides to the other according to the Percent Local Circuit Use Factor (PLCU), determined as follows:
 - 7.5.1 Frame Relay framed packet data is transported within Virtual Circuits (VC). For the purposes of this Agreement, if all the data packets transported within a VC originate and terminate within the LATA, consistent with the definition of local in this Agreement, the traffic on that VC is local ("Local VC").
 - 7.5.2 If the originating and terminating locations of the two way packet data traffic are not in the same LATA, the traffic on that VC is interLATA ("InterLATA VC").
 - 7.5.3 The PLCU is determined by dividing the total number of Local VCs, by the total number of VCs on each Frame Relay facility. To facilitate implementation, e.spire may determine its PLCU in aggregate, by dividing the total number of Local VCs in a given LATA by the total number VCs in that LATA. The Parties agree to renegotiate the method for determining PLCU, at either Party's request, and within 90 days, if either Party notifies the other that it has found that this method does not adequately represent the PLCU.
 - 7.5.4 If there are no VCs on a facility when it is billed, the PLCU will be zero.

- 7.5.5 BellSouth will provide the circuit between the Parties' respective Frame Relay Switches. The Parties will be compensated as follows: BellSouth will invoice, and e.spire will pay, the total non-recurring and recurring charges for the circuit based upon the cost-based rates set forth in Exhibit A to this Attachment 3. e.spire will then invoice, and BellSouth will pay, an amount calculated by multiplying the BellSouth billed charges for the circuit by one-half of e.spire's PLCU.

[BellSouth disagrees with TELRIC pricing.]

- 7.6 The Parties agree to compensate each other for Frame Relay network-to-network interface (NNI) ports based upon the cost-based NNI rates set forth in Exhibit A to this Attachment 3. Compensation for each pair of NNI ports will be calculated as follows: BellSouth will invoice, and e.spire will pay, the total non-recurring and recurring charges for the NNI port. e.spire 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 e.spire's PLCU.

[BellSouth disagrees with TELRIC pricing.]

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

- 7.8 For the PVC segment between the e.spire and BellSouth Frame Relay switches, compensation for the PVC charges is based upon the cost-based rates in Exhibit A to this Attachment 3.

[BellSouth disagrees with cost-based pricing]

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

- 7.9.1 If a local PVC is ordered by either party, BellSouth will invoice and e.spire will pay the total non-recurring charges for establishing a Data Link Control Identifier ("DLCI"). e.spire will then invoice and BellSouth will pay one-half of the one-half of the nonrecurring DLCI charges associated with that segment. Non-recurring charges for establishing DLCIs are set forth in Exhibit A to this Attachment 3.

[BellSouth disagrees]

- 7.9.2 If an InterLATA PVC is ordered by e.spire, BellSouth will invoice and e.spire will pay the total non-recurring charges for establishing a DLCI. Non-recurring charges for establishing DLCIs are set forth in Exhibit A to this Attachment 3.

[BellSouth disagrees]

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

- 7.9.4 If e.spire requests a change, BellSouth will invoice and e.spire will pay a Feature Change charge for each affected PVC segment.
- 7.9.4.1 If BellSouth requests a change to a Local VC, e.spire will invoice and BellSouth will pay a Feature Change charge for each affected PVC segment.
- 7.9.5 The Parties agree to limit the sum of the CIR for the VCs on a DS1 NNI port to not more than three times the port speed, or not more than six times the port speed on a DS3 NNI port.
- 7.9.6 BellSouth's rates for frame relay interconnection referred to in this section shall be at or below TELRIC-based rates consistent with Section 252(d)(1) of the Act. If it is determined at any time during the effectiveness of this Agreement that BellSouth's rates for frame relay interconnection are at levels in excess of TELRIC-based rates and are not consistent with Section 252(d)(1), the parties shall work cooperatively to replace those rates with TELRIC-based rates expeditiously. If any of the frame relay interconnection rates provided in Exhibit A are replaced pursuant to this paragraph, there shall be a true up retroactive to the effective date of this Agreement of any charges paid under this Agreement in excess of TELRIC-based rates.

[BellSouth disagrees]

- 7.10 Until such time as BellSouth obtains authority to provide in-region interLATA service, e.spire will identify and report quarterly to BellSouth the PLCU of the Frame Relay facilities it uses, per section 8.5.3 above.
- 7.11 Either Party may request a review or audit of the various service components, consistent with the provisions of section E2 of the BellSouth State Access Services tariffs or Section 2 of the BellSouth FCC No.1 Tariff.
- 7.12 If during the term of this Agreement, BellSouth obtains authority to provide interLATA Frame Relay in any State, the Parties agree to renegotiate this arrangement for the exchange of Frame Relay Service Traffic within one hundred eighty (180) days of the date BellSouth receives interLATA authority. In the event the Parties fail to renegotiate this Section 8 within the one hundred eighty day period, they will submit this matter to the appropriate State commission(s) for resolution.
8. Operational Support Systems (OSS) Rates

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

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

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

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

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

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

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

Network Elements and Other Services Manual Additive

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

Threshold Billing Plan

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

| Year | Ratio: Mechanized/Total LSRs |
|------|------------------------------|
|------|------------------------------|

| | |
|-------|-----|
| 1999 | 70% |
| 2000 | 80% |
| 20001 | 90% |

The threshold plan will be discontinued in 2002. [e.spire disagrees -- see counterproposal in Attachment 2]

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

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

Attachment 4
Physical Collocation

PHYSICAL COLLOCATION

1. SCOPE OF ATTACHMENT

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when e.spire is occupying the collocation space as a sole occupant or as a Host pursuant to Section 4.
- 1.2 Right to Occupy. Subject to Section 4 of this Attachment, BellSouth hereby grants to e.spire a right to occupy that certain area designated by BellSouth within a BellSouth Premises, of a size which is specified by e.spire and agreed to by BellSouth (hereinafter "Collocation Space").

Premises is defined as BellSouth's central offices and serving wire centers, as well as all buildings or similar structures owned or leased by BellSouth that house its network facilities, and all structures that house BellSouth facilities on public rights-of-way, including but not limited to vaults containing loop concentrators or similar structures.

To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth Premises other than BellSouth Central Offices, the Parties will negotiate said rates, terms, and conditions in accordance with the Bona Fide Request process specified in Attachment 12 of this Agreement. Notwithstanding the foregoing, BellSouth shall consider in its designation for cageless collocation any unused space within the BellSouth Premises. The size specified by e.spire may contemplate a request for space sufficient to accommodate e.spire's growth within a two year period unless otherwise agreed to by the Parties.

- 1.2.1 Space Reclamation. In the event of space exhaust within a BellSouth Premises, e.spire may be required to release space to BellSouth to be allocated to other physical collocation applicants when 100% of the total amount of space is not being utilized by the end of the second year of operation.
- 1.3 Use of Space. e.spire shall use the Collocation Space for the purposes of installing, maintaining and operating e.spire's equipment (to include testing and monitoring equipment) used or useful primarily to interconnect with BellSouth services and facilities, including access to unbundled network elements, for the provision of Telecommunications Services. Pursuant to Section 5 following, e.spire may at its option, place e.spire owned or leased entrance facilities to the Collocation Space. In addition to, and not in lieu of, interconnection to BellSouth services and facilities, e.spire may connect to other interconnectors within the designated BellSouth Premises (including to its other Virtual or Physical Collocation arrangements) through co-carrier cross connect facilities designated by e.spire pursuant to Section 5 following. The Collocation Space may be used for any purpose consistent with FCC Rules and Orders regarding use of the

ILECs premises and generic state Commission Orders that are not in conflict therewith.

- 1.4 Rates and Charges. e.spire agrees to pay the rates and charges identified at Exhibit A attached hereto.

2. SPACE NOTIFICATION

- 2.1 Availability of Space. Upon submission of an application pursuant to Section 6, BellSouth will permit e.spire to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Premises, unless there is no space available due to space limitations or no space available due to technical infeasibility. BellSouth will respond to an application within ten (10) business days as to whether space is available or not available within a BellSouth Premises.
- 2.2 Reporting. ~~Upon request from e.spire, BellSouth will provide a written report~~ specifying the amount of Collocation Space available at Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report or the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements.
- 2.2.1 The request from e.spire must be written and must include the Premises and Common Language Location Identification (CLLI) code of the Premises. If applicable, 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 such a report for a particular Premises 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) Premises locations within the same state. The response time for requests of more than five (5) shall be negotiated between the Parties, but BellSouth shall use best efforts to respond within thirty (30) days. If BellSouth cannot meet the specified response times, BellSouth shall notify e.spire and inform e.spire of the time frame under which it can respond.
- 2.3 Denial of Application. After notifying e.spire that BellSouth has no available space in the requested Central Office ("Denial of Application"), BellSouth will allow e.spire, 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 e.spire's receipt 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), and the FCC's

rules. Such petition shall include detailed floor plans or diagrams of the BellSouth Premises.

- 2.5 Waiting List. On a first come first served basis, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the Telecommunications Carriers on the waiting list when space becomes available according to how much space becomes available and the position of Telecommunications Carrier on said waiting list. Upon request, BellSouth will advise e.spire 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, provided that such state agency procedures are not in conflict with FCC rules and Orders.

3. COLLOCATION OPTIONS

- 3.1 Cageless. BellSouth shall allow e.spire to collocate e.spire '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 e.spire to have direct access to its equipment and facilities but may require e.spire to use a central entrance to the BellSouth Premises. BellSouth shall make cageless collocation available in single bay increments pursuant to Section 7.

Except where e.spire '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 technically feasible on a space-available basis, in accordance with the FCC's Rules. For equipment requiring special technical considerations, e.spire 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 Caged Enclosures. BellSouth shall authorize the enclosure of e.spire 's equipment and facilities at e.spire's option. e.spire, at its sole expense, must arrange with a BellSouth certified contractor to construct a collocation

arrangement enclosure in accordance with BellSouth's guidelines and specifications ("BellSouth Guidelines") provided that such BellSouth Guidelines are reasonable, nondiscriminatory, and consistent with applicable laws, rules and Orders. BellSouth will provide BellSouth Guidelines upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, e.spire and e.spire's BellSouth certified contractor must comply with such applicable and enforceable building code requirements to the same extent BellSouth complies with such building code requirements. e.spire'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 e.spire directly for all work performed for e.spire pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. e.spire 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 e.spire's locked enclosure prior to notifying e.spire.~~

3.2.1 BellSouth has the right to review e.spire'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 to require e.spire to remove or correct at e.spire's cost any structure that does not meet these standards.

3.3 Shared Collocation. e.spire may allow other Telecommunications Carriers to sublease, license or otherwise share e.spire's caged collocation arrangement pursuant to terms and conditions agreed to by e.spire ("Host") and other Telecommunications Carriers ("Guests") and pursuant to this section except where BellSouth Premises is located within a leased space and BellSouth is not authorized by the lessor to offer such an option. e.spire shall provide written notification within ten (10) business days of execution of any such agreement. Such notification shall identify the Guest and shall include appropriate contact information for the Guest.

3.3.1 A shared collocation cage is a caged collocation space shared by two or more competitive LECs pursuant to terms and conditions agreed to by the competitive LECs. In making shared cage arrangements available, BellSouth may not increase the cost of site preparation or nonrecurring charges above the cost for provisioning such a cage of similar dimensions and material to a single collocating party. In addition, the incumbent must prorate the charge for site conditioning and preparation undertaken by the incumbent to construct the shared collocation cage or condition the space for collocation use, regardless of how many carriers actually collocate in that cage, by determining the total charge for site preparation and allocating that charge to a collocating carrier based on the percentage of the total space utilized by that carrier. BellSouth must make shared collocation available in single-bay increments or their equivalent, *i.e.*, a competing carrier can purchase space in increments small enough to collocate a single rack, or bay, of equipment.

- 3.3.2 e.spire 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 Attachment; and for the purposes of ensuring that the safety and security requirements of this Attachment 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.
- 3.3.3 e.spire 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 e.spire's Guests in the Collocation Space, according to the terms of Section 19 of the General Terms and Conditions.

e.spire and e.spire's Guest(s) shall maintain, throughout the term of this Agreement, the insurance coverage required under Section 8 of this Attachment and shall name BellSouth as an additional insured in all such policies as set forth in Section 8 hereof. In the event e.spire's Guest(s) fails to maintain such insurance as specified and/or to name BellSouth as an additional insured, e.spire shall indemnify and hold harmless BellSouth from any and all claims, actions, and causes of action, of whatever kind or nature, arising out of the presence of e.spire's Guest(s) in the Collocation Space.

4. OCCUPANCY

- 4.1 Commencement Date. The "Commencement Date" shall be the day e.spire's equipment becomes operational as described in Section 4.2, following.
- 4.2 Occupancy. BellSouth will notify e.spire in writing that the Collocation Space is ready for occupancy. e.spire 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. e.spire 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. If e.spire fails to place operational telecommunications equipment in the Collocation Space within 180 calendar days and such failure continues for a period of thirty (30) days after receipt of written notice from BellSouth, then and in that event e.spire's right to occupy the Collocation Space terminates and BellSouth shall have no further obligations to e.spire with respect to said Collocation Space. Termination of e.spire's rights to the Collocation Space pursuant to this paragraph shall not operate to release e.spire 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 Attachment. For purposes of this paragraph, e.spire'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, e.spire may terminate occupancy in a particular Collocation Space upon thirty (30) days' prior written notice to BellSouth. Upon termination of such occupancy, e.spire at its expense shall remove its equipment and other property from the Collocation Space. e.spire shall have thirty (30) days from the termination date to complete such removal, including the removal of all equipment and facilities of e.spire's Guests; provided, however, that e.spire shall continue payment of monthly fees to BellSouth until such date as e.spire has fully vacated the Collocation Space. Should e.spire 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 e.spire at e.spire's expense and with no liability for damage or injury to e.spire's property unless caused by the gross negligence or intentional misconduct of BellSouth. Upon expiration of e.spire's Collocation Arrangement(s) pursuant to this Attachment, e.spire shall surrender the Collocation Space to BellSouth in the same condition as when first occupied by the e.spire except for ordinary wear and tear. e.spire 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 shall permit the collocation of any type of equipment used or useful for interconnection or access to unbundled network elements. Whenever BellSouth objects to collocation of equipment by e.spire for the purposes within the scope of section 251(c)(6) of the Act, BellSouth shall prove to the state commission that the equipment will not be actually used by e.spire for the purpose of obtaining interconnection or access to unbundled network elements.

BellSouth may not object to the collocation of equipment on the grounds that the equipment does not comply with safety or engineering standards that are more stringent than the safety or engineering standards than BellSouth applies to its own equipment. BellSouth may not object to the collocation of equipment on the ground that the equipment fails to comply with National Equipment and Building Specifications performance standards.

If BellSouth denies collocation of e.spire's equipment, citing safety standards, BellSouth must provide to e.spire within five (5) business days of the denial, a list of all equipment that BellSouth locates within the central office premises in question, together with an affidavit attesting that all of that equipment meets or exceeds the safety standard that BellSouth contends e.spire's equipment fails to meet.

Equipment used for interconnection and access to unbundled network elements includes, but is not limited to: (1) Transmission equipment including, but not limited to, optical terminating equipment and multiplexers, (2) Equipment being collocated to terminate basic transmission facilities pursuant to §§ 64.1401 and 64.1402 of Title 47 of the Code of Federal Regulations as of August 1, 1996, and

(3) 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 for switching or solely to provide enhanced services; provided, however, that BellSouth may not place any limitations on the ability of e.spire to use all the features, functions, and capabilities of equipment collocated pursuant to the above, including, but not limited to, switching and routing features and functions and enhanced services functionalities.

5.1.1 e.spire 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 BellSouth Premises.

5.1.2 e.spire shall place a plaque or other identification affixed to e.spire 's equipment necessary to identify e.spire 's equipment, including a list of emergency contacts with telephone numbers.

5.2 Entrance Facilities. e.spire may elect to place e.spire owned or e.spire leased fiber or copper entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault which are physically accessible by both parties. e.spire will provide and place cable at the point of interconnection of sufficient length to be pulled through conduit and into the splice location. e.spire 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 e.spire 's equipment in the Collocation Space. In the event e.spire utilizes a non-metallic, riser-type entrance facility, a splice will not be required. e.spire must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. e.spire is responsible for maintenance of the entrance facilities.

[BellSouth will not agree to the shaded language – it does not permit other carriers to use copper entrance facilities]

5.2.1 Dual Entrance. BellSouth will provide at least two interconnection points at each BellSouth 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 Attachment, BellSouth shall provide e.spire 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 e.spire 's arrangement. The location of the serving manhole(s) will be determined at the reasonable and nondiscriminatory discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response. BellSouth shall not deny a collocation application solely for the reason that dual entrance facilities are not available.

- 5.2.2 Shared Use. e.spire may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to another e.spire collocation arrangement within the same BellSouth Premises. e.spire must arrange with BellSouth for BellSouth to splice the utilized entrance facility capacity to e.spire provided riser cable.
- 5.3 Splicing in the Entrance Manhole. Should e.spire request a splice to occur in the entrance manhole(s), BellSouth shall grant such a request, provided that BellSouth will not unreasonably withhold approval of requests to make such a splice where technically feasible. When the request for a splice is granted to e.spire by BellSouth, e.spire 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 e.spire's equipment and/or network and BellSouth's network. BellSouth shall designate the closest demarcation point available. 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. e.spire shall be responsible for providing, and e.spire's BellSouth Certified Vendor shall be responsible for installing and properly labeling/stenciling, the common block, and necessary cabling. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. e.spire 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 e.spire's option, a Point of Termination (POT) bay or frame may be placed in the Collocation Space.
- 5.5 e.spire's Equipment and Facilities. e.spire, or if required by this Attachment, e.spire's BellSouth Certified Vendor, is solely responsible for the design, engineering, installation, testing, provisioning, monitoring, maintenance and repair of the equipment and facilities used by e.spire. 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, e.spire may directly connect to other Interconnectors within the designated BellSouth Premises (including to its other virtual or physical collocated arrangements) through facilities owned by e.spire

or through BellSouth facilities designated by e.spire, at e.spire's option. Such connections to other carriers may be made using either optical or electrical facilities. e.spire may deploy such optical or electrical connections directly between its own facilities and the facilities of other interconnector(s) without being routed through BellSouth equipment. BellSouth shall permit such connections with third-party carriers at any time during the term of this agreement.

- 5.6.1 If e.spire requests a co-Carrier cross-connect after the initial installation, e.spire must submit an application and must use a Certified Vendor to place the co-Carrier cross connect, except in cases where the e.spire equipment and the equipment of the other interconnector are located within contiguous collocation spaces. In cases where e.spire's equipment and the equipment of the other interconnector are located in contiguous collocation spaces, e.spire 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.

[BellSouth will not agree to shaded language -- BellSouth wants e.spire to pay an additional application fee, even when BellSouth is not installing the co-carrier cross-connects]

- 5.7 Right to Access Collocation 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 e.spire when access to the Collocation Space is required. e.spire may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that e.spire will not bear any of the expense associated with this work.
- 5.8 Access. Pursuant to Section 11, e.spire shall have unescorted access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. e.spire agrees to provide the name and one of the following: social security number, date of birth, or drivers license number of each employee, contractor, or agent provided with Access Keys or cards ("Access Keys") prior to the issuance of said Access Keys. Access Keys shall not be duplicated under any circumstances. e.spire agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of e.spire employees, contractors, Guests or agents after termination of the employment relationship, contractual obligation with e.spire or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.8.1 Lost or Stolen Access Keys. e.spire shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. e.spire will reimburse BellSouth for the cost of replacing 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), e.spire shall pay for all reasonable costs directly associated with the re-keying.

- 5.9 Interference or Impairment. Notwithstanding any other provisions of this Attachment, equipment and facilities placed in the Collocation Space shall not interfere with or impair service provided by BellSouth or by any other Interconnector located in the Premises; shall not endanger or damage the facilities of BellSouth or of any other Interconnector, the Collocation Space, or the Premises; shall not compromise the privacy of any communications carried in, from, or through the Premises; and shall not create an unreasonable risk of injury or death to any individual or to the public.

BellSouth shall not treat equipment deployed by e.spire as interfering with or impairing service provided by BellSouth or another interconnector solely on the basis that such equipment is of a different type that has not previously been utilized in a BellSouth Premise.

If BellSouth determines in a reasonable and nondiscriminatory manner that any equipment or facilities of violates the provisions of this paragraph, BellSouth shall give written notice to e.spire, which notice shall direct e.spire to cure the violation within forty-eight (48) hours of e.spire 's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (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. The Parties will act in good faith and in a cooperative manner to determine or isolate the source of the interference or impairment.

- 5.10 Personalty and its Removal. Subject to requirements of this Attachment, e.spire 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 e.spire 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 e.spire at any time. Any damage caused to the Collocation Space by e.spire 's employees, agents or representatives during the removal of such property shall be promptly repaired by e.spire at its expense.
- 5.11 Alterations. In no case shall e.spire or any person acting on behalf of e.spire 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 e.spire.
- 5.12 Janitorial Service. e.spire is responsible for keeping its Caged Collocation Space free of debris and in good order. e.spire may elect to contract with a

BellSouth certified vendor for the general upkeep and cleaning of the Caged Collocation Space. e.spire shall arrange directly with the certified vendor for such 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. e.spire shall submit an application document when e.spire, or e.spire'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 e.spire's or e.spire's Guest(s) initial equipment placement, e.spire 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 e.spire's Collocation Space(s) and an estimate of the amount of square footage required.

6.1.2 Subsequent Application Fee. In the event e.spire or e.spire's Guest(s) desire to modify the use of the Collocation Space, e.spire 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 Premises are required to accommodate the change requested by e.spire in the Application. Such necessary modifications to the 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 e.spire for its request to modify the use of the Collocation Space shall be dependent upon the modification requested. Where the subsequent application does not require provisioning or construction work by BellSouth, no Subsequent Application Fee will be required and the pre-paid fee shall be refunded to e.spire. 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 e.spire within thirty (30) calendar days following e.spire'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 (15) calendar day window, BellSouth will respond to the applications as soon as possible on a non-discriminatory basis, 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; within forty-five (45) calendar days for more than 15 applications.

[BellSouth will not agree to shaded language – it proposes to use “business days” for each of the intervals above and to leave to negotiation the interval for more than 15 applications]

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 e.spire or differently configured, e.spire must amend its application to reflect the actual space available prior to submitting a Bona Fide Firm Order. Such amendment by e.spire will not require a supplemental application fee. In the event a lesser amount available for collocation is not accepted by e.spire, upon request, BellSouth shall grant a tour of the premises in question at a time to be agree upon by the Parties.

[BellSouth will not agree to shaded language – it will not grant e.spire a tour pursuant to applicable FCC rules]

- 6.3 Bona Fide Firm Order. e.spire 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 e.spire 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 e.spire's Application/Inquiry. If e.spire makes changes to its application in light of BellSouth's written Application Response, BellSouth will be required to re-evaluate and respond to the change(s). If BellSouth needs to reevaluate e.spire's application as a result of changes requested by e.spire to e.spire's original application, then BellSouth will charge e.spire a fee based upon the additional engineering hours required to do the reassessment.

[BellSouth will not agree to shaded language – it intends to extend intervals or even re-start the clock, if changes are made]

- 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 e.spire'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 e.spire's designated collocation arrangement location after receipt of the Bona Fide Firm Order and prior to completing the Security Training requirements without charge to e.spire.
- 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 e.spire must submit to BellSouth the completed Access Control Request Form (RF-2906-C) for all employees or agents requiring access to the BellSouth Central Office a minimum of thirty (30) calendar days prior to the date e.spire desires access to the Collocation Space.

6.4 Construction and Provisioning Intervals. BellSouth shall complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of 90 calendar 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 calendar 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.

The construction intervals for physical collocation are as follows:

| | |
|------------------------------------|--|
| <u>Caged collocation space:</u> | 90 calendar days |
| <u>Cageless collocation space:</u> | 70 calendar days w/BellSouth installation of bay/racks |
| | 55 calendar days w/CLEC installation of bay/racks |

Adjacent Collocation intervals for cageless collocation in eligible structures such as CEVs, Huts and Vaults: CEVs, Huts, Vaults is seventy (70) days w/BellSouth installation of bays/racks fifty-five (55) days w/CLEC installation of bay/racks.

e.spire may obtain a shorter construction interval than that set forth above by scheduling a meeting with at least twenty (20) business days prior to submission of the first application to discuss, coordinate and prioritize the collocater applications.

[BellSouth will not agree to the shaded language which includes construction and provisioning intervals based on those prescribed for

Southwestern Bell by the Texas PUC – instead, BellSouth offers its standard construction and provisioning intervals which are excessively long and do not distinguish between caged and cageless collocation]

- 6.4.1 Joint Planning Meeting. Unless otherwise agreed to by the Parties, a joint planning meeting or other method of joint planning between BellSouth and e.spire will commence within a maximum of fifteen (15) business days from BellSouth's receipt of a Bona Fide Firm Order and the payment of the 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 e.spire 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 seven (7) business days of the completion of finalized construction designs and specifications.
- 6.4.3 Acceptance Walk Through. e.spire and BellSouth will complete an acceptance walk through of each Collocation Space requested from BellSouth by e.spire. BellSouth will correct any deviations to e.spire'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. e.spire 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, or utilize its own employees to perform such work provided that e.spire has been certified by BellSouth to perform such work. In some cases, e.spire must select separate BellSouth Certified Vendors for transmission equipment, switching equipment and power equipment. BellSouth shall provide e.spire with a list of Certified Vendors and a statement of the criteria to qualify Certified Vendor, upon request. BellSouth shall not unreasonably withhold approval of any contractor proposed by e.spire that meets the standard BellSouth criteria. The Certified Vendor(s) shall be responsible for installing e.spire'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 e.spire upon successful completion of installation. The Certified Vendor shall bill e.spire directly for all work performed for e.spire pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the Certified Vendor. BellSouth shall consider certifying e.spire or any vendor proposed by e.spire.
- 6.6 Alarm and Monitoring. BellSouth shall place environmental alarms in the Central Office for the protection of BellSouth equipment and facilities. e.spire shall be responsible for placement, monitoring and removal of environmental and

equipment alarms used to service e.spire's Collocation Space. Upon request, BellSouth will provide e.spire with applicable tariffed services(s) to facilitate remote monitoring of collocated equipment by e.spire. 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 e.spire, 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. e.spire's pro rated share will be calculated by multiplying such cost by a percentage equal to the amount of square footage occupied by e.spire 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 e.spire in an amount equal to e.spire 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, e.spire may purchase 2-wire and 4-wire Cross-Connects as set forth in Exhibit A, and e.spire 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, e.spire 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.

In the event that BellSouth knows when additional space for Physical Collocation may become available at the location requested by e.spire, such information will be provided to e.spire in BellSouth's written denial of Physical Collocation. To the extent that (i) Physical Collocation Space becomes available to e.spire within one-hundred and eighty (180) days of BellSouth's written denial of e.spire's request for Physical Collocation, and (ii) e.spire was not informed in the written denial that Physical Collocation Space would become available within such one-hundred and one-hundred and eighty (180) days, then e.spire 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.

BellSouth will authorize the conversion of virtual collocation arrangements to physical collocation arrangements without requiring the relocation of the virtual arrangement where there is no change to the arrangement.

[BellSouth cannot agree to the shaded language – it seeks to impose application fees and other non-recurring charges, as well as several restrictions on such conversions]

- 6.10 Cancellation. If, at anytime, e.spire cancels its order for the Collocation Space(s), e.spire 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 e.spire would have otherwise paid for work undertaken by BellSouth if no cancellation of the order had occurred.
- 6.11 Licenses. e.spire, 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, e.spire 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 e.spire'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 e.spire 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 facility 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 e.spire's equipment. When the Collocation Space is enclosed, e.spire shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, e.spire shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (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 e.spire's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, e.spire 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 e.spire first occupies the Collocation Space, whichever is sooner.

- 7.5 Power. BellSouth shall supply – 48 Volt (-48V) DC power for e.spire 's Collocation Space within the BellSouth Premises and shall make available AC power at e.spire '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 e.spire '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), and installed by e.spire 's certified vendor. When obtaining power from a BellSouth Power Board, power cables (A&B) must be engineered (sized), and installed by e.spire 's certified power vendor. e.spire '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 e.spire 's request to collocate in that Central Office ("Power Plant Construction"), e.spire 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 e.spire 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. e.spire shall pay BellSouth one-half of its prorata share of the estimated Power Plant Construction costs prior to commencement of the work. e.spire 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. e.spire 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 Attachment e.spire 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 Attachment, 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 Service Panel, fuses and power cables must be engineered (sized), and installed by e.spire's certified vendor. e.spire'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 e.spire 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 6.3.2 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.
- 7.8 Rate "True-Up." The Parties agree that the prices reflected as interim herein shall be "true-up" (up or down) based on final prices either determined by further agreement or by final order, including any appeals, in a proceeding involving BellSouth before the regulatory authority for the state in which the services are being performed or any other body having jurisdiction over this agreement (hereinafter "Commission"). Under the "true-up" process, the interim price for each service shall be multiplied by the volume of that service purchased to arrive at the total interim amount paid for that service ("Total Interim Price"). The final price for that service shall be multiplied by the volume purchased to arrive at the total final amount due ("Total Final Price"). The Total Interim Price shall be compared with the Total Final Price. If the Total Final Price is more than the Total Interim Price, e.spire shall pay the difference to BellSouth. If the Total Final Price is less than the Total Interim Price, BellSouth shall pay the difference to e.spire. 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.
- 7.9 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 Attachment shall be due thirty (30) days after receipt of the bill (payment due date). e.spire 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 e.spire 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 Attachment and having a BEST Insurance Rating of B ++ X (B ++ ten).
- 8.2 e.spire 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 e.spire 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 All policies purchased by e.spire 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 Attachment or until all e.spire 's property has been removed from BellSouth's Central Office, whichever period is longer. If e.spire fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from e.spire .
- 8.4 e.spire shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. e.spire shall arrange for BellSouth to receive thirty (30) days advance notice of cancellation from e.spire's insurance company. e.spire 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. 19th Street, 18B3
Birmingham, Alabama 35203

9. MECHANICS LIENS

- 9.1 If any mechanics lien or other liens shall be filed against property of either party (BellSouth or e.spire), 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 shall conduct an inspection of e.spire's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between e.spire's equipment and equipment of BellSouth. BellSouth may conduct an inspection if e.spire adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide e.spire 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 AND SAFETY REQUIREMENTS

- 11.1 Only BellSouth employees, BellSouth Certified Vendors and authorized employees, authorized Guests, pursuant to Section 3.3, preceding, or authorized agents of e.spire will be permitted in the BellSouth Premises. e.spire 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 Premises. The photo Identification card shall bear, at a minimum, the employee's name and photo, and the e.spire name. BellSouth reserves the right to remove from its Premises any employee of e.spire not possessing identification issued by e.spire. e.spire shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premise. e.spire shall be solely responsible for ensuring that any Guest of e.spire is in compliance with all subsections of this Section 11.
- 11.1.1 e.spire will be required, at its own expense, to conduct a statewide investigation of criminal history records for each e.spire employee being considered for work on the BellSouth Premises, for the states/counties where the e.spire employee has worked and lived for the past five (5) years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable.
- 11.1.2 e.spire will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.

- 11.1.3 e.spire shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. e.spire shall not assign to the BellSouth Premises 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 e.spire personnel who have been identified to have misdemeanor criminal convictions.

- 11.1.4 For each e.spire employee requiring access to a BellSouth Premises pursuant to this agreement, e.spire shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that 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, e.spire will disclose the nature of the convictions to BellSouth at that time. In the alternative, e.spire may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.

- 11.1.5 At BellSouth's request, e.spire shall promptly remove from the BellSouth's Premises any employee of e.spire 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 e.spire's employees, agents, or contractors. e.spire and its contractors shall cooperate fully with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by or involving e.spire's employees, agents, or contractors. Additionally, BellSouth reserves the right to bill e.spire for all costs associated with reasonable and nondiscriminatory investigations involving its employees, agents, or contractors if it can be reasonably established that e.spire's employees, agents, or contractors are responsible for the alleged act. BellSouth shall bill e.spire for BellSouth property which is stolen or damaged where an investigation determines the culpability of e.spire's employees, agents, or contractors. e.spire shall notify BellSouth in writing immediately in the event that the CLEC 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 e.spire 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.

- 11.2.1 Use of BellSouth Supplies by e.spire Employees. Use of any BellSouth supplies by a e.spire 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 e.spire as may be all associated

investigative costs. At BellSouth's request, e.spire shall promptly and permanently remove from BellSouth's Central Office any employee of e.spire found to be in violation of this rule.

- 11.3 Use of Official Lines by e.spire Employees. Except for local calls necessary or, in the performance of their work, e.spire employees shall not use the telephones on BellSouth Central Office. Charges for unauthorized telephone calls made by a e.spire 's employees may be charged to e.spire as may be all associated investigative costs. At BellSouth's request, e.spire shall promptly and permanently remove from BellSouth's Premises any employee of e.spire found to be in violation of this rule.
- 11.4 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 e.spire's permitted use hereunder, then either party may elect within ten (10) days after such damage, to terminate this Attachment, 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 e.spire '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 e.spire , 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. e.spire 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 e.spire's acceleration of the project increases the cost of the project, then those additional charges will be incurred by e.spire. Where allowed and where practical, e.spire may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, e.spire shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for e.spire 's permitted use, until such Collocation Space is fully repaired and restored and e.spire 's equipment installed therein (but in not event shall the abatement period extend beyond thirty (30) days after the Collocation Space is fully repaired and restored). Where e.spire has placed an Adjacent Arrangement pursuant to section 3.4, e.spire shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this section, BellSouth will restore the associated services to the Adjacent Arrangement.

13. EMINENT DOMAIN

- 13.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such collocation arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement 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 or Adjacent Arrangement shall be taken under eminent domain, BellSouth and e.spire shall each have the right to terminate this Attachment and declare the same null and void, by written notice of such intention to the other party within ten (10) days after such taking with respect to the affected Collocation arrangement.

14. NONEXCLUSIVITY

- 14.1 e.spire understands that this Attachment 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.

**EXHIBIT A: BELLSOUTH/e.spire RATES – ALABAMA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|---------------------------------|---------------------|--|
| PE1BA | Application Fee | Per Request | NA | \$7,124.00 Disconnect Charge \$1.73 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | | | |
| | Mechanical / HVAC* | Per ton (one ton minimum) | | \$2,400.00 |
| | Ground Bar* | Per Connection | | \$720.00 |
| | Project Management* | Per arrangement | | \$1675.00 |
| | Cable Racking / Fiber Duct | Per arrangement, square foot | | ICB |
| | Frame / Aisle Lighting | Per arrangement, square foot | | ICB |
| | Framework Ground Conductors | Per arrangement | | ICB |
| | Extraordinary Modifications | Per arrangement | | ICB |
| | Space Enclosure (Note 3) <i>Requested Prior to 6/1/99</i> | | | |
| PE1BW | Welded Wire-mesh | Per first 100 sq. ft. | \$189.86 | NA |
| PE1CW | Welded Wire-mesh | Per add'l 50 sq. ft. | \$19.29 | NA |
| PE1PJ | Floor Space | Per square foot | \$3.85 | NA |
| PE1BD | Cable Installation | Per Cable | NA | \$2,335.00 Disconnect Charge \$54.39 |
| PE1PM | Cable Support Structure | Per entrance cable | \$23.23 | NA |

EXHIBIT A: BELLSOUTH/e.spire RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|--|---|--|---|---|
| PE1PL | Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase* | Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp | \$7.14 \$5.50 \$11.00 \$16.50 \$38.20 | ICB ICB ICB ICB ICB |
| PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4 | Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber 2-wire 4-wire DS-1 DS-3 | Per Cross Connect | \$.28 \$.56 \$2.14 \$38.63 \$10.44 \$18.76 | First / Additional \$30.76 / \$29.40 \$31.01 / \$29.58 \$60.81 / \$41.71 \$57.80 / \$39.81 \$73.00 / \$52.00 \$88.00 / \$67.00 Disconnect Charges First / Additional \$12.75 / \$11.38 \$12.82 / \$11.39 \$12.85 / \$11.50 \$14.93 / \$11.76 |
| PE1ES Fiber PE1DS Copper | Co-Carrier Cross-Connect (Note 5) Fiber Arrangement Copper or Coaxial | Cable Support Structure, per linear foot (existing) Cable Support Structure (new) | \$0.06 \$0.03 NA | NA NA ICB |
| PE1A1 | Security Access System Security system* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card* | Per Central Office Per Card Per Card Per Card | \$52.00 | \$55.00 \$35.00 \$250.00 |
| | Space Availability Report* | Per Central Office Requested | | \$550.00 |

EXHIBIT A: BELL SOUTH/e.spire RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--|
| | POT Bay Arrangements <i>Prior to 6/1/99</i> | Per Cross Connect | | |
| PE1PE | 2 Wire Cross-Connect | | \$0.08 | NA |
| PE1PF | 4 Wire Cross-Connect | | \$0.17 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.69 | NA |
| PE1PH | DS3 Cross-Connect | | \$4.74 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$25.89 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$34.91 | NA |
| | | | | |
| AEH | Additional Engineering Fee (Note 6) | Per request, First half hour/Add'l Half hour | | First / Additional Basic Time - \$31.00 / \$22.00 Overtime - \$37.00 / \$26.00 |
| | | | | |
| | Security Escort | | | |
| PE1BT | Basic Time | Per 1/2 | NA | \$43.47/\$25.82 |
| PE1OT | Overtime | hour/Additional | NA | \$55.25/\$32.79 |
| PE1PT | Premium Time | Half-hour | NA | \$67.03/\$39.76 |

EXHIBIT A: BELLSouth/e.spire RATES - ALABAMA
PHYSICAL COLLOCATION (cont.)

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event e.spire opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to e.spire as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

| | | Disconnect Charges |
|--------|--------------------|--------------------|
| | First / Additional | First / Additional |
| 2-wire | \$34.03 / \$32.67 | \$14.48 / \$13.11 |
| 4-wire | \$34.28 / \$32.85 | \$14.55 / \$13.12 |
| DS-1 | \$64.08 / \$44.98 | \$14.58 / \$13.23 |
| DS-3 | \$61.07 / \$43.08 | \$16.66 / \$13.49 |

- (5) **Co-Carrier Cross-Connect:** As stated in Section 1.2 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling e.spire - requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/e.spire RATES - FLORIDA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|------------------------------|---------------------|--------------------------|
| PE1BA | Application Fee | Per Request | \$15.53 | \$3,248.00 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | | | |
| | Mechanical / HVAC* | Per ton (one ton minimum) | | \$2,400.00 |
| | Ground Bar* | Per Connection | | \$720.00 |
| | Project Management* | Per arrangement | | \$1675.00 |
| | Cable Racking / Fiber Duct | Per arrangement, square foot | | ICB |
| | Frame / Aisle Lighting | Per arrangement, square foot | | ICB |
| | Framework Ground Conductors | Per arrangement | | ICB |
| | Extraordinary Modifications | Per arrangement | | ICB |
| | Space Enclosure (Note 3) Requested Prior to 6/1/99 | | | |
| PE1BW | Wire Cage | Per first 100 sq. Ft. | \$41.99 | NA |
| PE1BC | Gypsum Board Cage | Per first 100 sq. Ft. | \$84.10 | NA |
| PE1BF | Fire Rated Cage | Per first 100 sq. Ft. | \$99.73 | NA |
| PE1CW | Wire Cage | Per add'l 50 sq. Ft. | \$4.14 | NA |
| PE1CC | Gypsum Board Cage | Per add'l 50 sq. Ft. | \$9.35 | NA |
| PE1CF | Fire Rated Cage | Per add'l 50 sq. Ft. | \$11.30 | NA |
| PE1PJ | Floor Space | Per sq. Ft. | \$4.25 | NA |
| PE1BD | Cable Installation | Per Cable | \$2.77 | \$1,056.00 |
| PE1PM | Cable Support Structure | | \$22.94 | NA |

EXHIBIT A: BELLSOUTH/e.spire RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------------------------|--|---|---|---------------------------------|
| PE1PL | Power -48V DC Power 120V AC Power single phase * 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase* | Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp | \$7.14 \$5.50 \$11.00 \$16.50 \$38.20 | ICB ICB ICB ICB ICB |
| PE12C PE14C | Cross Connects (Note 4) 2-wire 4-wire | Per Cross Connect | \$.0524 \$.0524 | \$11.57 \$11.57 |
| PE11S PE11X | DS-1/DCS DS-1/DSX | | \$8.085 \$.4110 | \$69.64 \$69.64 |
| PE13S PE13X | DS-3/DCS DS-3/DSX | | \$56.97 \$10.06 | \$528.00 \$528.00 |
| PE1F2 | Optical Cross Connects | | \$6.46 | \$2,431.00 |
| PE1ES PE1DS (TBD) | Co-Carrier Cross-Connect (Note 5) Fiber Cable Support Structure, existing Copper or Coaxial Cable Support Structure, existing Cable Support Structure Construction, new | Per linear foot Per linear foot Per new construction | \$0.06 \$0.03 NA | NA NA ICB |
| PE1A2 | Security Access System Security System* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card* | Per Central Office Per request-5 cards Per Card Per Card | \$95.00 NA | \$85.12 \$35.00 \$250.00 |
| | Space Availability Report * | Per Central Office Requested | | \$550.00 |
| | POT Bay (Note 6) | | NA | NA |

**EXHIBIT A: BELL SOUTH/e.spire RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)**

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|------|--|--|---------------------|--|
| AEH | Additional Engineering Fee (Note 7) | Per request, First half hour/Add'l half hour | | First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00 |
| | Security Escort | | | |
| | Basic Time | Per ¼ hour | NA | \$10.89 |
| | Overtime | Per ¼ hour | NA | \$13.64 |
| | Premium Time | Per ¼ hour | NA | \$16.40 |

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. BellSouth will pro rate the total shared space preparation costs among the collocators at each location based on the amount of square footage occupied by each collocator. This charge may vary depending on the location and type of arrangement requested.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** Rates shown are the equivalent per cross connect rates based on the Florida PSC Ordered rates as follows:

| <u>Cross Connects</u> | <u>Per Cross Connect</u> | <u>RC</u> | <u>NRC</u> |
|------------------------|--------------------------|-----------|------------|
| 2-wire | Per 100 X-Connects | \$5.24 | \$1,157.00 |
| 4-wire | Per 100 X-Connects | \$5.24 | \$1,157.00 |
| DS-1/DCS | Per 28 X-Connects | \$226.39 | \$1,950.00 |
| DS-1/DSX | Per 28 X-Connects | \$11.51 | \$1,950.00 |
| DS-3/DCS | Per Cross Connect | \$56.97 | \$ 528.00 |
| DS-3/DSX | Per Cross Connect | \$10.06 | \$528.00 |
| Optical Cross Connects | Per Cross Connect | \$6.46 | \$2,431.00 |

EXHIBIT A: BELL SOUTH/e.spire RATES - FLORIDA
PHYSICAL COLLOCATION (cont.)

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the direct connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the direct connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **POT Bays:** BellSouth's Florida specific rates were established in the Florida Public Service Commission Docket No. 960833. The Commission did not set permanent rates for POT Bays, given the assumption by the parties to the Proceeding that they will always provide their own POT Bays. It will be necessary for e.spire to provide its own POT Bays per BellSouth specifications and provide the necessary information from which BellSouth can inventory.
- (7) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling e.spire - ~~requested modifications to requests in progress or augmentations to existing~~ arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/e.spire RATES - GEORGIA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and subject to true-up

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|--|--|---|---|--|
| PE1BA | Application Fee | Per Request | NA | \$3,850.00 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | Per square foot | NA | \$100.00 |
| PE1BW PE1CW | Space Enclosure (Note 3) <i>Cages Prior to 6/1/99</i> Welded Wire-mesh Welded Wire-mesh | Per first 100 sq. ft. Per add'l 50 sq. ft. | \$170.64 \$17.33 | NA NA |
| PE1PJ PE1PK | Floor Space Zone A Zone B | Per square foot Per square foot | \$7.50 \$6.75 | NA NA |
| PE1BD | Cable Installation | Per Cable | NA | \$2,750.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$13.35 | NA |
| PE1PL | Power -48V DC Power 120V AC Power single phase* 240V AC Power single phase* 120V AC Power three phase* 277V AC Power three phase* | Per amp Per breaker amp Per breaker amp Per breaker amp Per breaker amp | \$7.14 \$5.50 \$11.00 \$16.50 \$38.20 | ICB ICB ICB ICB ICB |
| PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4 | Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber | Per Cross Connect | \$0.30 \$0.50 \$8.00 \$72.00 \$10.29 \$18.50 | First / Additional \$12.60 / \$12.60 \$12.60 / \$12.60 \$155.00 / \$27.00 \$155.00 / \$27.00 \$73.00 / \$52.00 \$88.00 / \$67.00 |

EXHIBIT A: BELL SOUTH/e.spire RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|--|---------------------|--|
| PE1ES | Co-Carrier Cross-Connect (Note 4) Fiber Cable Support Structure, existing | Per linear foot | \$0.06 | NA |
| PE1DS | Copper or Coaxial Cable Support Structure, existing | Per linear foot | \$0.03 | NA |
| (TBD) | Cable Support Structure Construction, new | Per new construction | NA | ICB |
| PE1A1 | Security Access System Security system* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card* | Per Central Office Per Card Per Card Per Card | \$52.00 | \$55.00 \$35.00 \$250.00 |
| | Space Availability Report* | Per Central Office Requested | | \$550.00 |
| PE1PE | POT Bay Arrangements Prior to 6/1/99 2 Wire Cross-Connect | Per Cross Connect | \$0.40 | NA |
| PE1PF | 4 Wire Cross-Connect | | \$1.20 | NA |
| PE1PG | DS1 Cross-Connect | | \$1.20 | NA |
| PE1PH | DS3 Cross-Connect | | \$8.00 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$25.53 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$34.43 | NA |
| AEH | Additional Engineering Fee (Note 5) | Per request, First half hour/Add'l Half hour | | First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00 |
| PE1BT | Security Escort Basic Time | Per 1/2 hour/Additional | NA | \$41.00/\$25.00 |
| PE1OT | Overtime | Half-hour | NA | \$48.00/\$30.00 |
| PE1PT | Premium Time | | NA | \$55.00/\$35.00 |

EXHIBIT A: BELLSOUTH/e.spire RATES - GEORGIA
PHYSICAL COLLOCATION (cont.)

Note(s)

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. ~~It recovers a portion of costs associated with the shared physical collocation area within~~ a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. This is a set fee of \$100 per square foot as established by the Georgia Public Service Commission Order in Docket No. 7061-U. In the event e.spire opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to e.spire as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling e.spire - requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/e.spire RATES - KENTUCKY
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|----------------|---|---|---------------------|--------------------------|
| PE1BA | Application Fee | Per Request | NA | \$9,926.72 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | | | |
| | Mechanical / HVAC* | Per ton (one ton minimum) | | \$2,100.00 |
| | Ground Bar* | Per Connection | | \$720.00 |
| | Project Management* | Per arrangement | | \$1,675.00 |
| | Cable Racking/Fiber Duct | Per arrangement, per square foot | | ICB |
| | Frame / Aisle lighting | Per arrangement, per square foot | | ICB |
| | Framework Ground Conductors | Per arrangement | | ICB |
| | Extraordinary Modifications | Per arrangement | | ICB |
| PE1BW PE1CW | Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh | Per first 100 sq. ft. Per add'l 50 sq. ft. | \$201.02 \$20.42 | NA NA |
| PE1PJ | Floor Space | Per square foot | \$5.00 | NA |
| PE1BD | Cable Installation | Per Cable | NA | \$2,327.08 |
| PE1PM | Cable Support Structure | Per entrance cable | \$24.23 | NA |
| PE1PL | Power | | | |
| | -48V DC Power | Per amp | \$7.68 | ICB |
| | 120V AC Power single phase* | Per breaker amp | \$5.50 | ICB |
| | 240V AC Power single phase* | Per breaker amp | \$11.00 | ICB |
| | 120V AC Power three phase* | Per breaker amp | \$16.50 | ICB |
| | 277V AC Power three phase* | Per breaker amp | \$38.20 | ICB |

EXHIBIT A: BELLSOUTH/e.spire RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|--|---|--|---|--|
| PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4 | Cross Connects 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber | Per Cross Connect | \$.31 \$.62 \$1.92 \$39.94 \$13.28 \$23.87 | First / Additional \$54.21/\$51.07 \$54.23/\$50.96 \$99.23/\$69.15 \$97.48/\$66.90 \$73.00/\$52.00 \$88.00/\$67.00 |
| | | | | |
| PE1ES Fiber | Co-Carrier Cross-Connect (Note 5) Fiber Arrangement Cable Support Structure | Per linear foot (existing) | \$0.06 | NA |
| PE1DS Copper | Copper or Coaxial Arrangement | Per linear foot (existing) | \$0.03 | NA |
| TBD | Cable Support Structure Construction | Per new construction | NA | ICB |
| | | | | |
| PE1A1 | Security Access System Security system New Access Card Activation Administrative change, existing card Replace lost or stolen card | Per Central Office Per Card Per Card Per Card | \$52.00 | \$55.00 \$35.00 \$250.00 |
| | | | | |
| TBD | Space Availability Report | Per Central Office Requested | NA | \$550.00 |
| | | | | |
| PE1PE PE1PF PE1PG PE1PH PE1B2 PE1B4 | POT Bay Arrangements Prior to 6/1/99 2 Wire Cross-Connect 4 Wire Cross-Connect DS1 Cross-Connect DS3 Cross-Connect 2 Fiber Cross-Connect 4 Fiber Cross-Connect | Per Cross Connect | \$0.06 \$0.15 \$0.58 \$4.51 \$32.94 \$44.42 | NA NA NA NA NA NA |
| | | | | |
| PE1BT PE1OT PE1PT | Security Escort Basic Time Overtime Premium Time | Per 1/2 hour/Additional Half-hour | NA NA NA | \$56.09/\$31.99 \$67.75/\$39.00 \$79.41/\$46.01 |
| | | | | |

**EXHIBIT A: BELL SOUTH/e.spire RATES - KENTUCKY
PHYSICAL COLLOCATION (cont.)**

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|------|--|---|---------------------|--|
| AEH | Additional Engineering Fee (Note 5) | Per request, First half hour/Add'l Half hour | | First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00 |

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event e.spire opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to e.spire as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a one-time fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling e.spire - requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/e.spire RATES – LOUISIANA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|----------------|---|---|---------------------|--|
| PE1BA | Application Fee | Per Request | NA | \$4,910.00 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | | | |
| | Mechanical / HVAC* | Per ton (one ton minimum) | | \$2,100.00 |
| | Ground Bar* | Per Connection | | \$720.00 |
| | Project Management* | Per arrangement | | \$1,675.00 |
| | Cable Racking/Fiber Duct | Per arrangement, per square foot | | ICB |
| | Frame / Aisle lighting | Per arrangement, per square foot | | ICB |
| | Framework Ground Conductors | Per arrangement | | ICB |
| | Extraordinary Modifications | Per arrangement | | ICB |
| PE1BW PE1CW | Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh | Per first 100 sq. ft. Per add'l 50 sq. ft. | \$197.55 \$20.07 | NA NA |
| PE1PJ | Floor Space | Per square foot | \$4.01 | NA |
| PE1BD | Cable Installation | Per Cable | NA | \$1,706.00 Disconnect charge \$36.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$24.05 | NA |
| PE1PL | Power | | | |
| | -48V DC Power | Per amp | \$7.15 | ICB |
| | 120V AC Power single phase* | Per breaker amp | \$5.50 | ICB |
| | 240V AC Power single phase* | Per breaker amp | \$11.00 | ICB |
| | 120V AC Power three phase* | Per breaker amp | \$16.50 | ICB |
| | 277V AC Power three phase* | Per breaker amp | \$38.20 | ICB |

EXHIBIT A: BELLSOUTH/e.spire RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|------------------------------|---------------------|--------------------------|
| PE1P2 | Cross Connects (Note 4) | Per Cross Connect | | First / Additional |
| PE1P4 | 2-wire | | \$.26 | \$23.04/\$22.11 |
| PE1P1 | 4-wire | | \$.52 | \$23.23/\$22.24 |
| PE1P3 | DS-1 | | \$2.03 | \$43.61/\$30.60 |
| PE1F2 | DS-3 | | \$36.27 | \$41.46/\$29.20 |
| PE1F4 | 2-fiber | | \$10.20 | \$73.00/\$52.00 |
| | 4-fiber | | \$18.34 | \$88.00/\$67.00 |
| | | | | Disconnect charges |
| | | | | First / Additional |
| | 2-wire | | | \$9.48/\$8.54 |
| | 4-wire | | | \$9.53/\$8.55 |
| | DS-1 | | | \$9.56/\$8.63 |
| | DS-3 | | | \$11.06/\$8.86 |
| | | | | |
| | Co-Carrier Cross-Connect (Note 5) | | | |
| PE1ES | Fiber Arrangement Cable Support Structure | Per linear foot (existing) | \$0.06 | NA |
| PE1DS | Copper or Coaxial Arrangement | Per linear foot (existing) | \$0.03 | NA |
| TBD | Cable Support Structure Construction | Per new construction | NA | ICB |
| | | | | |
| PE1A1 | Security Access System | | | |
| | Security system* | Per Central Office | \$52.00 | |
| | New Access Card Activation* | Per Card | | \$55.00 |
| | Administrative change, existing card* | Per Card | | \$35.00 |
| | Replace lost or stolen card | Per Card | | \$250.00 |
| | | | | |
| TBD | Space Availability Report* | Per Central Office Requested | | \$550.00 |
| | | | | |

**EXHIBIT A: BELL SOUTH/e.spire RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|---|---------------------|--|
| | | | | |
| | POT Bay Arrangements <i>Prior to 6/1/99</i> | Per Cross Connect | | |
| PE1PE | 2 Wire Cross-Connect | | \$0.0776 | NA |
| PE1PF | 4 Wire Cross-Connect | | \$0.1552 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.6406 | NA |
| PE1PH | DS3 Cross-Connect | | \$4.75 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$25.30 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$34.12 | NA |
| | | | | |
| | Security Escort | | | |
| PE1BT | Basic Time | Per 1/2 | NA | \$32.35/\$19.95 |
| PE1OT | Overtime | hour/Additional | NA | \$40.50/\$25.00 |
| PE1PT | Premium Time | Half-hour | NA | \$48.66/\$30.05 |
| | | | | |
| AEH | Additional Engineering Fee (Note 6) | Per request, First half hour/Add'l Half hour | | First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00 |
| | | | | |

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event e.spire opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to e.spire as prescribed in Section 7 of the Collocation Attachment.

EXHIBIT A: BELLSouth/e.spire RATES - LOUISIANA
PHYSICAL COLLOCATION (cont.)

- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.

- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

| | First / Additional | Disconnect Charges First / Additional |
|--------|--------------------|--|
| 2-wire | \$24.92/\$23.99 | \$10.56/\$9.62 |
| 4-wire | \$25.11/\$24.12 | \$10.61/\$9.63 |
| DS-1 | \$45.49/\$32.48 | \$10.64/\$9.71 |
| DS-3 | \$43.34/\$31.08 | \$12.14/\$9.94 |

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee.** BellSouth's additional engineering, and other labor costs associated with handling e.spire -requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/e.spire RATES – MISSISSIPPI
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|----------------|---|---|---------------------|---|
| PE1BA | Application Fee | Per Request | NA | \$6,993.00 Disconnect charge \$1.70 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | | | |
| | Mechanical / HVAC* | Per ton (one ton minimum) | | \$2,100.00 |
| | Ground Bar* | Per Connection | | \$720.00 |
| | Project Management* | Per arrangement | | \$1,675.00 |
| | Cable Racking/Fiber Duct | Per arrangement, per square foot | | ICB |
| | Frame / Aisle lighting | Per arrangement, per square foot | | ICB |
| | Framework Ground Conductors | Per arrangement | | ICB |
| | Extraordinary Modifications | Per arrangement | | ICB |
| PE1BW PE1CW | Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh | Per first 100 sq. ft. Per add'l 50 sq. ft. | \$205.08 \$20.83 | NA NA |
| PE1PJ | Floor Space | Per square foot | \$3.45 | Disconnect charge \$53.24 |
| PE1BD | Cable Installation | Per Cable | NA | \$2,419.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$22.90 | NA |
| PE1PL | Power | | | |
| | -48V DC Power | Per amp | \$6.93 | ICB |
| | 120V AC Power single phase* | Per breaker amp | \$5.50 | ICB |
| | 240V AC Power single phase* | Per breaker amp | \$11.00 | ICB |
| | 120V AC Power three phase* | Per breaker amp | \$16.50 | ICB |
| | 277V AC Power three phase* | Per breaker amp | \$38.20 | ICB |

**EXHIBIT A: BELLSOUTH/e.spire RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|--|---|--|--|--|
| PE1P2 PE1P4 PE1P1 PE1P3 PE1F2 PE1F4 | Cross Connects (Note 4) 2-wire 4-wire DS-1 DS-3 2-fiber 4-fiber | Per Cross Connect | \$.3996 \$.7992 \$2.90 \$53.31 \$15.82 \$28.43 | First / Additional \$30.93/\$29.59 \$31.17/\$29.77 \$60.42/\$41.68 \$57.45/\$39.81 \$73.00/\$52.00 \$88.00/\$67.00 |
| | 2-wire 4-wire DS-1 DS-3 | | | Disconnect Charges First / Additional \$12.76/\$11.43 \$12.83/\$11.43 \$12.87/\$11.54 \$14.92/\$11.80 |
| PE1ES Fiber | Co-Carrier Cross-Connect (Note 5) Fiber Arrangement Cable Support Structure | Per linear foot (existing) | \$0.06 | NA |
| PE1DS Copper | Copper or Coaxial Arrangement | Per linear foot (existing) | \$0.03 | NA |
| TBD | Cable Support Structure Construction | Per new construction | NA | ICB |
| PE1A1 | Security Access System Security system* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card | Per Central Office Per Card Per Card Per Card | \$52.00 | \$55.00 \$35.00 \$250.00 |
| TBD | Space Availability Report* | Per Central Office Requested | | \$550.00 |

**EXHIBIT A: BELLSOUTH/e.spire RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|---|---------------------|--|
| | POT Bay Arrangements <i>Prior to 6/1/99</i> | Per Cross Connect | * | |
| PE1PE | 2 Wire Cross-Connect | | \$0.1195 | NA |
| PE1PF | 4 Wire Cross-Connect | | \$0.2389 | NA |
| PE1PG | DS1 Cross-Connect | | \$0.9862 | NA |
| PE1PH | DS3 Cross-Connect | | \$5.81 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$39.23 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$52.91 | NA |
| | | | | |
| AEH | Additional Engineering Fee (Note 6) | Per request, First half hour/Add'l Half hour | | First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00 |
| | | | | |
| PE1BT | Security Escort Basic Time | Per 1/2 hour/Additional | NA | \$42.87/\$25.54 |
| PE1OT | Overtime | Half-hour | NA | \$54.43/\$32.41 |
| PE1PT | Premium Time | | NA | \$65.99/\$39.28 |
| | | | | |

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event e.spire opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to e.spire as prescribed in Section 7 of the Collocation Attachment.

EXHIBIT A: BELLSouth/e.spire RATES - MISSISSIPPI
PHYSICAL COLLOCATION (cont.)

- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

| | Disconnect Charges | |
|--------|--------------------|--------------------|
| | First / Additional | First / Additional |
| 2-wire | \$33.58 / \$32.24 | \$14.27 / \$12.94 |
| 4-wire | \$33.82 / \$32.42 | \$14.34 / \$12.94 |
| DS-1 | \$63.07 / \$44.33 | \$14.38 / \$13.05 |
| DS-3 | \$60.10 / \$42.46 | \$16.43 / \$13.31 |

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling e.spire -requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSOUTH/e.spire RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION

*Rates are interim and subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|--|----------------------------------|---------------------|--------------------------|
| PE1BA | Application Fee | Per Request | NA | \$3,850.00 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1,600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | | | |
| | Mechanical / HVAC | Per ton (one ton minimum) | | \$2,100.00 |
| | Ground Bar | Per Connection | | \$720.00 |
| | Project Management | Per arrangement | | \$1,675.00 |
| | Cable Racking/Fiber Duct | Per arrangement, per square foot | | ICB |
| | Frame / Aisle lighting | Per arrangement, per square foot | | ICB |
| | Framework Ground Conductors | Per arrangement | | ICB |
| | Extraordinary Modifications | Per arrangement | | ICB |
| PE1BW | Space Enclosure (Note 3) Prior to 6/1/99 | | | |
| PE1CW | Welded Wire-mesh | Per first 100 sq. ft. | \$146.80 | NA |
| | Welded Wire-mesh | Per add'l 50 sq. ft. | \$14.91 | NA |
| PE1PJ | Floor Space | Per square foot | \$7.50 | NA |
| PE1BD | Cable Installation | Per Cable | NA | \$2,750.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$13.35 | NA |
| PE1PL | Power | | | |
| | -48V DC Power | Per amp | \$5.00 | ICB |
| | 120V AC Power single phase | Per breaker amp | \$5.50 | ICB |
| | 240V AC Power single phase | Per breaker amp | \$11.00 | ICB |
| | 120V AC Power three phase | Per breaker amp | \$16.50 | ICB |
| | 277V AC Power three phase | Per breaker amp | \$38.20 | ICB |

EXHIBIT A: BELLSOUTH/e.spire RATES – NORTH CAROLINA*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------|---|------------------------------|---------------------|--------------------------|
| PE1P2 | Cross Connects | Per Cross Connect | | First / Additional |
| PE1P4 | 2-wire | | \$.30 | \$19.20/\$19.20 |
| PE1P1 | 4-wire | | \$.50 | \$19.20/\$19.20 |
| PE1P3 | DS-1 | | \$8.00 | \$155.00/\$27.00 |
| PE1F2 | DS-3 | | \$72.00 | \$155.00/\$27.00 |
| PE1F4 | 2-fiber | | \$15.90 | \$73.00/\$52.00 |
| | 4-fiber | | \$28.50 | \$88.00/\$67.00 |
| | | | | |
| | Co-Carrier Cross-Connect (Note 4) | | | |
| PE1ES | Fiber Arrangement Cable Support Structure | Per linear foot (existing) | \$0.06 | NA |
| PE1DS | Copper or Coaxial Arrangement | Per linear foot (existing) | \$0.03 | NA |
| TBD | Cable Support Structure Construction | Per new construction | NA | ICB |
| | | | | |
| PE1A1 | Security Access System | Per Central Office | \$52.00 | |
| | Security system | Per Card | | \$55.00 |
| | New Access Card Activation | Per Card | | \$35.00 |
| | Administrative change, existing card | | | |
| | Replace lost or stolen card | Per Card | | \$250.00 |
| | | | | |
| TBD | Space Availability Report | Per Central Office Requested | | \$550.00 |
| | | | | |
| | POT Bay Arrangements Prior to 6/1/99 | Per Cross Connect | | |
| PE1PE | 2 Wire Cross-Connect | | \$0.40 | NA |
| PE1PF | 4 Wire Cross-Connect | | \$1.20 | NA |
| PE1PG | DS1 Cross-Connect | | \$1.20 | NA |
| PE1PH | DS3 Cross-Connect | | \$8.00 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$39.30 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$53.00 | NA |
| | | | | |
| | Security Escort | | | |
| PE1BT | Basic Time | Per 1/2 | NA | \$41.00/\$25.00 |
| PE1OT | Overtime | hour/Additional | NA | \$48.00/\$30.00 |
| PE1PT | Premium Time | Half-hour | NA | \$55.00/\$35.00 |

**EXHIBIT A: BELLSOUTH/e.spire RATES – NORTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|------|-------------------------------------|---|---------------------|--|
| AEH | Additional Engineering Fee (Note 5) | Per request, First half hour/Add'l Half hour | | First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00 |
| | | | | |

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event e.spire opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to e.spire as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.
- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling e.spire -requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

**EXHIBIT A: BELLSOUTH/e.spire RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION**

Rates marked with an asterisk (*) are interim and are subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|----------------|---|---|---------------------|--------------------------|
| PE1BA | Application Fee | Per Request | NA | \$4,850.00 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | | | |
| | Mechanical / HVAC* | Per ton (one ton minimum) | | \$2,100.00 |
| | Ground Bar* | Per Connection | | \$720.00 |
| | Project Management* | Per arrangement | | \$1,675.00 |
| | Cable Racking/Fiber Duct | Per arrangement, per square foot | | ICB |
| | Frame / Aisle lighting | Per arrangement, per square foot | | ICB |
| | Framework Ground Conductors | Per arrangement | | ICB |
| | Extraordinary Modifications | | | ICB |
| PE1BW PE1CW | Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh | Per first 100 sq. ft. Per add'l 50 sq. ft. | \$224.60 \$22.81 | NA NA |
| PE1PJ | Floor Space | Per square foot | \$3.90 | NA |
| PE1BD | Cable Installation | Per Cable | NA | \$2,217.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$24.55 | NA |
| PE1PL | Power | | | |
| | -48V DC Power | Per amp | \$7.09 | ICB |
| | 120V AC Power single phase* | Per breaker amp | \$5.50 | ICB |
| | 240V AC Power single phase* | Per breaker amp | \$11.00 | ICB |
| | 120V AC Power three phase* | Per breaker amp | \$16.50 | ICB |
| | 277V AC Power three phase* | Per breaker amp | \$38.20 | ICB |

**EXHIBIT A: BELLSOUTH/e.spire RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-----------------|---|--|---------------------|------------------------------------|
| | Cross Connects (Note 4) | | | First / Additional |
| PE1P2 | 2-wire | Per Cross Connect | \$.3648 | \$41.50/\$38.94 |
| PE1P4 | 4-wire | Per Cross Connect | \$.7297 | \$41.56/\$38.90 |
| PE1P1 | DS-1 | Per Cross Connect | \$2.70 | \$70.79/\$50.78 |
| PE1P3 | DS-3 | Per Cross Connect | \$49.24 | \$69.60/\$49.14 |
| PE1F2 | 2-fiber | Per Cross Connect | \$13.75 | \$73.00/\$52.00 |
| PE1F4 | 4-fiber | Per Cross Connect | \$24.71 | \$88.00/\$67.00 |
| | | | | |
| | Co-Carrier Cross-Connect (Note 5) | | | |
| PE1ES Fiber | Fiber Arrangement Cable Support Structure | Per linear foot (existing) | \$0.06 | NA |
| PE1DS Copper | Copper or Coaxial Arrangement | Per linear foot (existing) | \$0.03 | NA |
| TBD | Cable Support Structure Construction | Per new construction | NA | ICB |
| | | | | |
| PE1A1 | Security Access System Security system* New Access Card Activation* Administrative change, existing card* Replace lost or stolen card | Per Central Office Per Card Per Card Per Card | \$52.00 | \$55.00 \$35.00 \$250.00 |
| | | | | |
| TBD | Space Availability Report* | Per Central Office Requested | | \$550.00 |
| | | | | |
| | POT Bay Arrangements Prior to 6/1/99 | Per Cross Connect | | |
| PE1PE | 2 Wire Cross-Connect | | \$.1091 | NA |
| PE1PF | 4 Wire Cross-Connect | | \$.2181 | NA |
| PE1PG | DS1 Cross-Connect | | \$.9004 | NA |
| PE1PH | DS3 Cross-Connect | | \$5.64 | NA |
| PE1B2 | 2 Fiber Cross-Connect | | \$34.09 | NA |
| PE1B4 | 4 Fiber Cross-Connect | | \$45.97 | NA |
| | | | | |
| | Security Escort | | | |
| PE1BT | Basic Time | Per 1/2 | NA | \$43.00/\$25.57 |
| PE1OT | Overtime | hour/Additional | NA | \$54.62/\$32.46 |
| PE1PT | Premium Time | Half-hour | NA | \$66.24/\$39.35 |

**EXHIBIT A: BELLSOUTH/e.spire RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

| | | | | |
|-----|--|---|--|--|
| AEH | Additional Engineering Fee (Note 6) | Per request, First half hour/Add'l Half hour | | First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00 |
| | | | | |

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event e.spire opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to e.spire as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.
- (4) **Cross Connects:** The charges for cross connects are for orders placed electronically. Cross connect elements may also be ordered manually for which there is an additional charge per element.

| | <u>First / Additional</u> |
|--------|---------------------------|
| 2-wire | \$46.66 / \$44.10 |
| 4-wire | \$46.68 / \$44.02 |
| DS-1 | \$75.88 / \$55.87 |
| DS-3 | \$74.69 / \$54.23 |

- (5) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.

**EXHIBIT A: BELLSOUTH/e.spire RATES – SOUTH CAROLINA
PHYSICAL COLLOCATION (cont.)**

- (6) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling e.spire - requested modifications to requests in progress or augmentations to existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

EXHIBIT A: BELLSouth/e.spire RATES – TENNESSEE*
PHYSICAL COLLOCATION

*All Rates are interim and subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|----------------|---|---|---------------------|--------------------------|
| PE1BA | Application Fee | Per Request | NA | \$3,850.00 |
| PE1CA | Subsequent Application Fee (Note 1) | Per Request | NA | \$1,600.00 Minimum |
| PE1BB | Space Preparation Fee (Note 2) | | | |
| | Mechanical / HVAC | Per ton (one ton minimum) | | \$2,100.00 |
| | Ground Bar | Per Connection | | \$720.00 |
| | Project Management | Per arrangement | | \$1,675.00 |
| | Cable Racking/Fiber Duct | Per arrangement, per square foot | | ICB |
| | Frame / Aisle lighting | Per arrangement, per square foot | | ICB |
| | Framework Ground Conductors | Per arrangement | | ICB |
| | Extraordinary Modifications | Per arrangement | | ICB |
| PE1BW PE1CW | Space Enclosure (Note 3) Prior to 6/1/99 Welded Wire-mesh Welded Wire-mesh | Per first 100 sq. ft. Per add'l 50 sq. ft. | \$190.79 \$19.38 | NA NA |
| PE1PJ | Floor Space | Per square foot | \$7.50 | NA |
| PE1BD | Cable Installation | Per Cable | NA | \$2,750.00 |
| PE1PM | Cable Support Structure | Per entrance cable | \$13.35 | NA |
| PE1PL | Power | | | |
| | -48V DC Power | Per amp | \$5.00 | ICB |
| | 120V AC Power single phase | Per breaker amp | \$5.50 | ICB |
| | 240V AC Power single phase | Per breaker amp | \$11.00 | ICB |
| | 120V AC Power three phase | Per breaker amp | \$16.50 | ICB |
| | 277V AC Power three phase | Per breaker amp | \$38.20 | ICB |

EXHIBIT A: BELL SOUTH/e.spire RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-----------------|---|--|---------------------|--------------------------------|
| PE1P2 | Cross Connects | Per Cross Connect | | First / Additional |
| | 2-wire | | \$.30 | \$19.20/\$19.20 |
| PE1P4 | 4-wire | | \$.50 | \$19.20/\$19.20 |
| PE1P1 | DS-1 | | \$8.00 | \$155.00/\$27.00 |
| PE1P3 | DS-3 | | \$72.00 | \$155.00/\$27.00 |
| PE1F2 | 2-fiber | | \$15.90 | \$73.00/\$52.00 |
| PE1F4 | 4-fiber | | \$28.50 | \$88.00/\$67.00 |
| | | | | |
| | Co-Carrier Cross-Connect (Note 4) | | | |
| PE1ES Fiber | Fiber cable support structure, existing | Per linear foot | \$0.06 | NA |
| PE1DS Copper | Copper or Coaxial cable support structure, existing | Per linear foot | \$0.03 | NA |
| TBD | Cable Support Structure Construction (new) | Per new construction | NA | ICB |
| | | | | |
| PE1A1 | Security Access System Security system New Access Card Activation Administrative change, existing card Replace lost or stolen card | Per Central Office Per Card Per Card Per Card | \$52.00 | \$55.00 \$35.00 \$250.00 |
| | | | | |
| TBD | Space Availability Report | Per Central Office Requested | | \$550.00 |
| | | | | |
| | POT Bay Arrangements Prior to 6/1/99 | | | |
| PE1PE | 2 Wire Cross-Connect | Per Cross Connect | \$0.40 | NA |
| PE1PF | 4 Wire Cross-Connect | Per Cross Connect | \$1.20 | NA |
| PE1PG | DS1 Cross-Connect | Per Cross Connect | \$1.20 | NA |
| PE1PH | DS3 Cross-Connect | Per Cross Connect | \$8.00 | NA |
| PE1B2 | 2 Fiber Cross-Connect | Per Cross Connect | \$39.30 | NA |
| PE1B4 | 4 Fiber Cross-Connect | Per Cross Connect | \$53.00 | NA |
| | | | | |

EXHIBIT A: BELLSOUTH/e.spire RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

*Rates are interim and subject to true-up.

| USOC | Rate Element Description | Unit | Recurring Rate (RC) | Non-Recurring Rate (NRC) |
|-------------------------|---|---|---------------------|--|
| PE1BT PE1OT PE1PT | Security Escort Basic Time Overtime Premium Time | Per 1/2 hour/Additional Half-hour | NA NA NA | \$41.00/\$25.00 \$48.00/\$30.00 \$55.00/\$35.00 |
| AEH | Additional Engineering Fee (Note 5) | Per request, First half hour/Add'l Half hour | | First /Add'l Basic Time - \$31.00/\$22.00 Overtime - \$37.00/\$26.00 |

Note(s):

N/A refers to rate elements which do not have a negotiated rate.

- (1) **Subsequent Application Fee:** BellSouth requires the submission of an Application Fee for modifications to an existing arrangement. However, when the modifications do not require BellSouth to expend capital, BellSouth will assess the Subsequent Application Fee in lieu of the Application Fee. Proposed modifications that could result in assessment of a Subsequent Application Fee would cause BellSouth to analyze the following but are not limited to: floor loading changes, changes to HVAC requirements, power requirement changes which may result in a power plant upgrade, environmental or safety requirements, or equipment relocation. Should the Subsequent Application Fee not be included as part of this Attachment, e.spire will be assessed the full Application Fee for all subsequent activity for completed arrangements.
- (2) **Space Preparation Fee:** The Space Preparation Fee is a one-time fee, assessed per arrangement, per location. It recovers the costs associated with the shared physical collocation area within a Central Office, which include survey, engineering, design and modification costs for network, building and support systems. In the event e.spire opts for non-enclosed space, the space preparation fee will be assessed based on the total floor space dedicated to e.spire as prescribed in Section 7 of the Collocation Attachment.
- (3) **Space Enclosure Fee:** For cages requested prior to June 1, 1999, the Space Enclosure Construction Fee is a monthly recurring fee, assessed per enclosure, per location with a one-hundred (100) square foot minimum enclosure. It recovers costs associated with providing an optional equipment arrangement enclosure, which include architectural and engineering fees, materials, and installation costs. The cost for additional square feet is applicable only when ordered with the first 100 square feet and must be requested in fifty (50) square foot increments. e.spire may, at its option, arrange with a BellSouth certified contractor to construct the space enclosure in accordance with BellSouth's guidelines and specifications. In this event, the contractor shall directly bill e.spire for the space enclosure, and this fee shall not be applicable.

EXHIBIT A: BELLSouth/e.spire RATES – TENNESSEE*
PHYSICAL COLLOCATION (cont.)

- (4) **Co-Carrier Cross-Connect.** As stated in Section 5 of the Collocation Attachment, e.spire may connect to other CLECs within the designated Central Office in addition to, and not in lieu of, interconnection to BellSouth services and facilities. Where BellSouth must construct a cable rack structure to house the co-Carrier cross-connection, construction charges will be applied on an individual case basis. BellSouth shall provide an estimate of these charges in the Application Response. Where an existing cable rack structure is in place and has sufficient capacity to accommodate the co-Carrier cross-connection requested, the recurring charges as stated in this Exhibit A shall apply.
- (5) **Additional Engineering Fee:** BellSouth's additional engineering, and other labor costs associated with handling e.spire -requested modifications to requests in progress or augmentations for existing arrangements shall be recovered as Additional Engineering charges, under provisions in BellSouth's F.C.C. Number 1 Tariff, Sections 13.1 and 13.2. Should Additional Engineering rates not be included, e.spire agrees not to make changes to collocation arrangement after a Bona Fide Firm Order is submitted.

ENVIRONMENTAL AND SAFETY PRINCIPLES

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

1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and e.spire agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this agreement.
- 1.2 Notice. BellSouth and e.spire shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. Each party is required to provide specific notice for known potential Imminent Danger conditions. e.spire should contact 1-800-743-6737 for BellSouth MSDS sheets.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for e.spire to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and contractors of BellSouth for environmental protection. e.spire will require its contractors, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by CLEC when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the e.spire space with proper notification. BellSouth reserves the right to stop any e.spire work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Facility.

EXHIBIT B

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by e.spire are owned by e.spire. e.spire will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by e.spire or different hazardous materials used by e.spire at BellSouth Facility. e.spire must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Facility.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by e.spire to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and e.spire will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and e.spire will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, e.spire must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and e.spire shall indemnify, defend and hold harmless the other party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying party, its agents, contractors, or employees concerning its operations at the Facility.

2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES

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

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

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

| ENVIRONMENTAL CATEGORIES | ENVIRONMENTAL ISSUES | ADDRESSED BY THE FOLLOWING DOCUMENTATION |
|---|--|--|
| Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials) | Pollution liability insurance EVET approval of contractor | Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10 |
| Emergency response | Hazmat/waste release/spill firesafety emergency | GU-BTEN-001BT, Chapter Building Emergency Operations Plan (EOP) (specific to Premises) |
| Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks) | Performance of services in accordance with BST's environmental M&Ps Insurance | Std T&C 450 Std T&C 450-B (Contact E/S or your DEC/LDEC for copy of appropriate E/S M&Ps.) Std T&C 660 |
| Transportation of hazardous material | Pollution liability insurance EVET approval of contractor | Std T&C 450 GU-BTEN-001BT, Chapter 4 Std T&C 660-3 GU-BTEN-001BT, Chapter 10 |
| Maintenance/operations work which may produce a waste Other maintenance work | Protection of BST employees and equipment | Std T&C 450 GU-BTEN-001BT, Chapter 10 29CFR 1910.147 29CFR 1910 Subpart O |

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

3. DEFINITIONS

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

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

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

4. ACRONYMS

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

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

EVET - Environmental Vendor Evaluation Team

P&SM - Property & Services Management

Std. T&C - Standard Terms & Conditions

NESC - National Electrical Safety Codes

Attachment 5

**Access to Numbers
and
Number Portability**

TABLE OF CONTENTS

1. NON-DISCRIMINATORY ACCESS TO TELEPHONE NUMBERS 3

2. LOCAL NUMBER PORTABILITY 3

3. TRANSITION TO PERMANENT NUMBER PORTABILITY 9

4. TRUE-UP 9

5. OPERATIONAL SUPPORT SYSTEM (OSS) RATES 10

ACCESS TO NUMBERS and NUMBER PORTABILITY**1. Non-Discriminatory Access to Telephone Numbers**

- 1.1 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.
- 1.2 During the term of this Agreement, the Parties shall contact the applicable numbering resource administrator as determined by the FCC, for the assignment of numbering resources. In order to be assigned a Central Office Code, e.spire 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).
- 1.3 For the purposes of the resale of BellSouth's telecommunications services by e.spire, BellSouth will provide e.spire with on line access to telephone numbers for reservation on a first come first served basis. Such reservations of telephone numbers, on a pre-ordering basis shall be for a period of nine (9) days.
- 1.4 Further, upon e.spire's request and for the purposes of the resale of BellSouth's telecommunications services by e.spire, BellSouth will reserve up to 100 telephone numbers per Common Language Location Identifier Code (CLLIC), for e.spire's sole use. Such telephone number reservations shall be transmitted to e.spire via electronic file transfer. Such reservations shall be valid for ninety (90) days from the reservation date. e.spire acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and in such instances BellSouth shall use its best efforts to reserve for a ninety (90) day period a sufficient quantity for e.spire's reasonable need in that particular CLLIC.

2. Local Number Portability

- 2.1 The Parties shall provide local number portability 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 Permanent Number Portability
 - 2.2.1 Deployment of LNP. Local Number Portability ("LNP") is a permanent number portability solution that 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 LNP in accordance with orders, rulings and policies regarding LNP issued by the FCC and the 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 services are 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 may withdraw its Interim Number Portability ("INP") offerings (as described in Section 2.8 hereafter), 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.

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

2.3 Interim Number Portability

2.3.1 Service Provider Number Portability

2.3.1.1 Until the industry-wide permanent solution is implemented in an end office, BellSouth shall provide Service Provider Number Portability ("SPNP"). SPNP is an interim service arrangement whereby an end user who switches subscription of his local exchange service from BellSouth to a CLEC, or vice versa, is permitted to retain the use of his existing assigned telephone number, provided that the end user remains at the same location for his local exchange service or changes locations and service providers but stays within the same Rate Center for his Local Exchange Service.

2.3.1.2 SPNP is available through either remote call forwarding or direct inward dialing trunks, at the election of e.spire. 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 e.spire switch that serves the subscriber. SPNP-DID Service requires ordering consecutive telephone numbers in blocks of twenty. To order non-consecutive telephone numbers or telephone numbers in less than blocks of twenty, the NBR process must be used. SS7 Signaling is required for the provision of either of these services.

- 2.3.1.3 SPNP-DID is available from BellSouth on a per DS0, DS1, or DS3 basis. Where SPNP-DID is technically feasible and is provided on a DS1 or a DS3 basis, the applicable channelization rates are those specified in Section E6 in BellSouth's Intrastate Access Tariffs, incorporated herein by this reference. SPNP is available only for basic Local Exchange Service.
- 2.3.1.4 SPNP is available only where e.spire 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 e.spire 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.
- 2.3.1.5 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 the Commission filed e.spire or BellSouth Local Exchange Tariff(s) of the Party porting the SPNP-RCF telephone number. The forwarded-to number shall be specified by the e.spire or BellSouth, as appropriate. The forwarding Party 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.

- 2.3.1.6 SPNP-DID service, as contemplated by this Agreement, provides trunk side access to End Office switches for direct inward dialing to the other company's premises equipment from the telecommunications network to lines associated with the other company's switching equipment and must be provided on all trunks in a group arranged for inward service. A SPNP-DID trunk termination charge, provided with SS7 Signaling only, applies for each trunk voice grade equivalent. In addition, direct facilities are required from the end office where a ported number resides to the end office serving the ported end user customer. The rates for a switched local channel and switched dedicated transport apply as contained in Attachment 2. 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.
- 2.3.1.7 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 e.spire 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. e.spire usage originated elsewhere and delivered via CMDS to the sending BellSouth RAO shall be provided in rated format.

- 2.3.1.8 Each Party 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 Party 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 Party 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 Party or any of its end users. In the event that either Party 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.
- 2.3.1.9 Each Party 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 Party chooses to disconnect or terminate any SPNP service, that Party shall be responsible for designating the preferred standard type of announcement to be provided.
- 2.3.1.10 Each Party shall be the other Party's single point of contact for all repair calls on behalf of each company's end user. Each Party reserves the right to contact the other company's customers if deemed necessary for maintenance purposes.
- 2.3.1.11 Neither Party 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 Party for such calls. Neither Party 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 Party's equipment.

2.3.1.12 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 a pro rata portion of the transport, and the other ~~company~~ Party will bill the IXC local switching, the carrier common line (CCL), the Interconnection Charge and a portion of the transport. If the Tandem provider is unable to provide the necessary access records to permit the other Party to bill the IXC directly for terminating access to ported numbers, then the Tandem provider will bill the IXC full terminating switched access charges at the tandem provider's rate and will compensate the other company at the tandem company's tariffed rates and remit the local switching, the Interconnection Charge, a pro rata portion of transport and 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. 2.3.1.13 If, through a final and effective order, the Federal Communications Commission ("FCC") issues regulations pursuant to 47 U.S.C. § 251 to require number portability different than that provided pursuant to this section, BellSouth will comply with that order.

2.3.1.14 Charges for INP shall be as specified in Exhibit A, provided that interim rates will be replaced or trued-up in accordance with regulatory requirements.

2.4 INP Requirements

- 2.4.1 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. 2.4.2 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.
- 2.4.3 Either Party shall pass all Calling Party Number ("CPN") or Automatic Number Identification ("ANI") information to and from the ported number, whenever technically feasible.

2.4.4 Unless approved by e.spire, BellSouth agrees not to issue Telephone Line Number ("TLN") based calling card numbers to End Users that port their numbers to e.spire.

2.4.5 BellSouth and e.spire shall cooperate in resolving all service calls involving the other Party's service, to avoid unnecessary service outages.

2.5 Number Portability Through NXX Migration

2.5.1 If the Parties mutually agree to use Local Exchange Routing Guide ("LERG") reassignment as the method to move an End User's telephone numbers from one Party's switch to the other Party's switch in a particular instance, the Parties shall enter into a separate written agreement that must address terms and conditions of the reassignment, including, but not limited to, ordering processes and specific implementation procedures for the reassignment of the appropriate NXX as shown in the LERG, to the new service providers switch, and any applicable rates.

3. **Transition to Permanent Number Portability**

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

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

4. **True-up**

This section applies only to Tennessee.

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

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

with the final prices determined for each item. Each Party shall keep its own records upon which the true-up can be based, and any final payment from one Party to the other shall be in an amount agreed upon by the Parties based on such records. In the event of any disagreement as between the records or the Parties regarding the amount of such true-up, the Parties agree that the body having jurisdiction over the matter shall be called upon to resolve such differences, or the Parties may mutually agree to submit the matter to the Dispute Resolution process in accordance with the provisions in the General Terms and Conditions and Attachment 1 of this Agreement.

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

5. Operational Support System (OSS) Rates

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

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

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

courier, etc.) will incur a manual order charge as specified in the table below:

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

[e.spire believes that BellSouth should be required to lower its rates for manual order submission, or, in the alternative, establish a revised “threshold billing plan” that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts]

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

Denial/Restoral OSS Charge

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

Cancellation OSS Charge

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

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

Network Elements and Other Services Manual Additive

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

Threshold Billing Plan

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

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

The threshold plan will be discontinued in 2002.

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

[e.spire believes that BellSouth should be required to lower its rates for manual order submission, or, in the alternative, establish a revised "threshold billing plan" that (i) extends the timeframe for migration to electronic order submission and (ii) deletes services which are not available through electronic interfaces from the calculation of threshold billing amounts]

Attachment 6

Ordering and Provisioning

TABLE OF CONTENTS

1. **QUALITY OF ORDERING AND PROVISIONING**.....3

2. **ACCESS TO OPERATIONAL SUPPORT SYSTEMS**3

3. **MISCELLANEOUS ORDERING AND PROVISIONING GUIDELINES**6

ORDERING AND PROVISIONING

1. Quality of Ordering and Provisioning

- 1.1 BellSouth shall provide ordering and provisioning services to e.spire that are equal to the ordering and provisioning services BellSouth provides to itself or any other CLEC. Detailed guidelines for ordering and provisioning are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide and Resale Ordering Guide, as appropriate, and as they are amended from time to time during this Agreement. To the extent the Terms of this Attachment differ from BellSouth's Local Interconnection and Facilities Based Ordering Guide and Resale Guide, the rate terms and conditions of this Attachment shall take precedence.
- 1.2 BellSouth will perform provisioning services in the UNE service centers during the following normal hours of operation:

Monday - Friday 8:00 AM - 5:00 PM Eastern time (excluding holidays)
(Resale/Network Element non coordinated,
coordinated orders and order coordinated - Time
Specific)

Saturday 8:00 AM - 5:00 PM Eastern time (excluding holidays)
(Resale/Network Element non coordinated orders)

All other e.spire requests for provisioning and installation services are considered outside of the normal hours of operation and may be performed subject to the application of overtime billing charges at the labor rates set forth in BellSouth's FCC No. 1 tariff.

If BellSouth agrees to provide expanded standard coverage hours to any other Telecommunications Carrier, e.spire shall be able to immediately avail itself of the same expanded hours on the same terms as made available to such other Telecommunications Carrier. If BellSouth begins working on an order which is scheduled to be completed during standard hours, but, solely to BellSouth's delay, completes the work after standard hours, no such additional charges shall apply. If e.spire requests such provisioning services outside of normal hours of operation, BellSouth shall quote within three (3) Business Days of the request, a rate for such services in accordance with BellSouth's FCC No. 1 tariff. If e.spire accepts BellSouth's quote, BellSouth shall provide the requested services.

2. Access to Operational Support Systems

- 2.1 BellSouth shall provide e.spire with access to OSS pre-order functions at parity to that provided by BellSouth to itself, its Affiliates, or any other Telecommunications Carrier. Access to these support systems is available

Updated 01/17/00

through a variety of means, including electronic interfaces. BellSouth also provides the option of placing orders manually (e.g., via facsimile) through the Local Carrier Service Center. The operations support systems available are:

- 2.2 Pre-Ordering. Pre-ordering includes the activities undertaken by e.spire to gather and verify information necessary to formulate an accurate order for End Users. BellSouth provides electronic access to the following pre-ordering functions: service address validation, telephone number selection, including vanity number selection and reservations, service and feature availability at serving wire center, due date information, serving facilities information and Customer Service Record ("CSR") information. Access is provided through the Local Exchange Navigation System (LENS) and the Telecommunications Access Gateway (TAG). CSR information includes any and all customer specific information, including but not limited to, customer specific information in CRIS and RSAG, customer name, service address, billing telephone numbers and associated billed telephone numbers, and, to the extent available, information regarding directories. e.spire agrees not to view, copy, or otherwise obtain access to the CSR of any customer without that customer's permission and further agrees that e.spire will obtain access to CSR information only in strict compliance with applicable FCC Rules and Orders and other laws, rules, or regulations of the State in which the service is provided.
- 2.2.1 Interfaces. BellSouth shall make available the following interfaces to e.spire for access to pre-order functions: LENS; and TAG . Each such interface shall be available on a non-discriminatory basis in connection with pre-ordering for Resale services and UNES that are available electronically.
- 2.2.2 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 except for downtime attributable to maintenance and upload, twenty-four (24) hours a day, seven (7) days a week.
- 2.2.3 e.spire shall be permitted to reserve a number, including, without limitation, a vanity number, for up to thirty (30) days for End Users.
- 2.2.4 All CSR data exchanged must be in English text, and not only USOC or FID format, provided that such information is maintained in textual format by BellSouth. All other data shall be in a mutually agreed upon nomenclature.
- 2.2.5 The CSR shall contain all information relating to rates charged and features provided by BellSouth to End Users for services to be replaced.
- [BellSouth will not agree to the shaded language because it intends to block access to information regarding the rates charges and features provided to the End User]**

Updated 01/17/00

- 2.2.6 Upon request, BellSouth shall provide e.spire with pre-order information in batch transmission to the extent available or provided to any other Telecommunications Carrier on the same terms and conditions and at the same rates.
- 2.2.7 Pre-ordering functions shall be provided at parity as measured by the Performance Measurement metrics included in Attachment 9 hereto.
- 2.3 Service Ordering and Provisioning. BellSouth provides electronic options for the exchange of ordering and provisioning information. BellSouth provides an Electronic Data Interchange (EDI) arrangement for certain resale requests and certain network elements and other services. The EDI interface can be integrated with the TAG pre-ordering interface by e.spire. As an alternative to the EDI arrangement, BellSouth also provides ordering and provisioning capability through TAG that can be integrated with the TAG pre-ordering capability by e.spire. Also, as an alternative, BellSouth provides integrated pre-ordering, ordering, and provisioning capability through the LENS interface. Ordering and provisioning intervals shall be at provisioned at parity to what BellSouth provides to itself, its affiliates and/or other CLECs. Parity in performance shall be measured by the performance measurement metrics set forth in Attachment 9.
- 2.3.1 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); New Connect; Disconnect; From and To (change of premises with same service).
- 2.3.2 BellSouth shall provide to e.spire electronic and manual interfaces for transmitting orders and receiving Firm Order Confirmation (“FOC”), completion notices, Due-Date Jeopardies, and, as available, other provisioning data and information. BellSouth shall provide e.spire with a FOC for each Resale and UNE order. The FOC includes: purchase order number, telephone number, Local Service Request number, due date, and Service Order number.
- 2.3.3 BellSouth shall provision Resale Services and UNEs as prescribed in e.spire service order requests. Access to status on electronically-submitted Resale services and UNEs shall be provided via the electronic interfaces. Access to status on manually-submitted service order requests shall be provided manually or via the Purchase Order Number (“PON”) report on BellSouth’s Internet website.
- 2.3.4 BellSouth shall provide notice of a lack of facilities availability at parity to that BellSouth provides to itself, its Affiliates, or any other Telecommunications Carrier.
- 2.3.5 Order Flow Through. “Order Flow Through” is defined as the process whereby e.spire’s orders are transmitted electronically through the gateway and accepted into BellSouth’s back office order systems without manual intervention. Specifically, Order Flow Through includes electronic reporting of order status and errors and electronic notification of critical events such as when an order is in “jeopardy” and when a due date has been rescheduled. BellSouth shall provide

Updated 01/17/00

Order Flow Through of electronic processes in a manner consistent with industry standards and, at a minimum, at a level of quality equivalent to which it provides its own retail unit and other CLECs.

[BellSouth will not agree to the shaded language – it will not agree to measure Order Flow Through and to subject itself to liquidated damages for failing to meet the parity standard]

2.4 Service Trouble Reporting and Repair. Service trouble reporting and repair allows e.spire to report and monitor service troubles and obtain repair services. BellSouth shall offer e.spire service trouble reporting in a non-discriminatory manner that provides e.spire the equivalent ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides e.spire an estimated time to repair, an appointment time or a commitment time, as appropriate, on trouble reports. BellSouth provides two options for electronic trouble reporting. For exchange services, BellSouth offers e.spire access to the Trouble Analysis Facilitation Interface (TAFI). For individually designed services, BellSouth provides electronic trouble reporting through an electronic communications gateway. If the CLEC requests BellSouth to repair a trouble after normal working hours, the CLEC will be billed the appropriate overtime charges associated with this request pursuant to BellSouth's tariffs.

2.5 Migration of e.spire to New BellSouth Software Releases. BellSouth will issue new software releases for its electronic interfaces as needed to improve operations and meet standards and regulatory requirements. When a new release is implemented, BellSouth will continue to support both the new release (N) and the prior release (N-1). When BellSouth makes the next release (N+1), BellSouth will eliminate support for the (N-1) release and support the two newest releases (N and N+1). Thus, BellSouth will always support the two most current releases.

BellSouth will issue documents to e.spire with sufficient notice to allow e.spire to make the necessary changes to their systems and operations to migrate to the newest release in a timely fashion.

2.5.1 With respect to any modification or discontinuation that materially affects e.spire's use of such interface, BellSouth shall provide e.spire with advance notice of such modification or discontinuation consistent with applicable FCC requirements.

2.6 Rates. Charges for use of Operational Support Systems shall be as set forth in this Agreement.

3. Miscellaneous Ordering and Provisioning Guidelines

3.1 Pending Orders. To ensure the most efficient use of facilities and resources, orders placed in the hold or pending status by e.spire will be held for a maximum of thirty (30) days from the date the order is placed on hold. After such time, if e.spire wishes to reinstate an order, e.spire may be required to submit a new

Updated 01/17/00

service order. If an e.spire order is placed on hold by BellSouth then e.spire will not have to submit a new order.

- 3.2 Single Point of Contact. e.spire will be the single point of contact with BellSouth for ordering activity for network elements and other services used by e.spire to provide services to its end users. However, BellSouth may accept an order directly from another CLEC, or BellSouth, acting with authorization of the affected end user. e.spire and BellSouth shall each execute a blanket letter of authorization with respect to customer orders. The Parties shall each be entitled to adopt their own internal processes for verification of customer authorization for orders, provided, however, that such processes shall comply with applicable state and federal law including, until superseded, the FCC guidelines and orders applicable to Presubscribed Interexchange Carrier (PIC) changes, including No-PIC (or PIC of "none"). Pursuant to such an order, BellSouth may disconnect any network element associated with the service to be disconnected and being used by e.spire to provide service to that end user and reuse such network elements or facilities to enable such other LEC to provide service to the end user. BellSouth will notify e.spire via OUTPLOC that such an order has been completed within 2 (two) business days thereafter.

3.2.1 **[e.spire requests that BellSouth establish a named individual as a single point of contact for handling of e.spire orders; BellSouth has refused to accept the requested approach.]**

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

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

- 3.3.1.1 Process disconnect and reconnect orders to provision the service which shall be due dated using nondiscriminatory procedures and intervals which are at parity to the provisioning intervals BellSouth provides itself or other CLECs;

- 3.3.1.2 Reuse the serving facility for the retail, resale service, or network element at the same location; and

- 3.3.1.3 Notify e.spire in accordance with Section 3.2 hereof.

- 3.4 Contact Numbers.

BellSouth shall provide single points of contact ("SPOC") for the provisioning of Resale Services (LCSC) and UNEs (UNE Center) ordered by e.spire. Pre-

Updated 01/17/00

ordering and ordering shall be available via an electronic interface seven (7) days a week, 24 hours a day.

BellSouth shall provide access to assistance for technical issues such as connectivity and passwords related to LENS, TAG and TAFI, and to the "EDI Central Group" for technical problems with EDI. Assistance will be available by telephone during normal business hours and through other contacts on nights, weekends and holidays.

- 3.5 Disaster Recovery Plan. BellSouth's Disaster Recover Plan is as set forth in Exhibit A of this Attachment.
- 3.6 Subscription Functions. In cases where BellSouth performs subscription functions for an inter-exchange carrier (*i.e.*, PIC and LPIC changes via Customer Account Record Exchange (CARE)), BellSouth will provide the affected inter-exchange carriers with the Operating Company Number (OCN) of the local provider for the purpose of obtaining end user billing account and other end user information required under subscription requirements.
- 3.7 Cancellation Charges. If e.spire cancels an order for network elements or other services, any costs incurred by BellSouth in conjunction with the provisioning of that order will be recovered in accordance with FCC No. 1 Tariff, Section 5.4.

[e.spire does not believe that BellSouth should be able to impose its FCC tariff cancellation charges]

- 3.8 Ordering and Provisioning Information. BellSouth shall provide the following to e.spire upon request:
- 3.8.1 Design Layout Records ("DLRs") for designed unbundled Network Elements; and
- 3.8.2 Advance information on the details and requirements for planning and implementation of NPA splits.
- 3.9 Access to the Regional Street Address Guide ("RSAG") information via LENS or TAG pre-ordering. Non Proprietary RSAG subsets shall be made available pursuant to the Bona Fide Request ("BFR") process.
- 3.10 BellSouth and e.spire shall establish mutually acceptable methods and procedures for handling all misdirected calls from e.spire End Users. All misdirected calls to BellSouth from e.spire End Users shall be given a recording (or a live statement) directing them to call an e.spire-designated toll free number. e.spire, on a reciprocal basis, shall refer all misdirected calls that e.spire receives from BellSouth End Users to a BellSouth-designated number. e.spire and BellSouth each shall be responsible for providing the other party with its current toll free number. The foregoing shall apply only when the Party receiving such call knows

Updated 01/17/00

or has reason to know that the call is misdirected from an End User of the other Party hereto.

- 3.11 BellSouth shall provide order format specifications to e.spire for all available services, features, and functions and for ancillary data required by BellSouth to provision these services.
- 3.12 BellSouth shall provide e.spire with standard expected provisioning intervals for all unbundled Network Elements.
- 3.13 BellSouth shall not reconfigure any e.spire service arrangements of any e.spire End User for Resale services, UNEs or Combinations, unless so directed by e.spire. Any e.spire End User that contacts BellSouth regarding a change to its e.spire service (excluding changes in its local service provider) shall be advised to contact e.spire. Any BellSouth End User that contacts e.spire regarding a change in BellSouth service (excluding changes in its local service provider) shall be advised to contact BellSouth.
- 3.14 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 BellSouth currently provides such a message for its own End Users. The intercept message shall be similar in format to the intercept referral message currently provided by BellSouth for its own End Users.
- 3.15 BellSouth shall perform and provide e.spire with the results (to the extent readily available) of all pre-testing necessary to ensure the services ordered meet the specifications outlined in the technical service description provided by BellSouth for the service being ordered.
- [BellSouth will not agree to the shaded language – it will not provide e.spire with the results of its testing]**
- 3.16 Any written “leave behind” materials that BellSouth technicians provide to e.spire 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.
- 3.17 If an e.spire End User requests a change of service at the time of installation, BellSouth technicians shall direct them to contact e.spire directly and provide a toll-free number supplied by e.spire. When a BellSouth employee visits the premise of an e.spire End User, the BellSouth employee shall inform the Customer that he or she is there acting on behalf of e.spire.
- 3.18 BellSouth shall provide telephone and/or facsimile notification to e.spire of any e.spire end user service requests and charges therefore not authorized on the e.spire service request, and obtain e.spire’s approval prior to commencing work.

Updated 01/17/00

3.19 Each Party shall train and direct its employees who have contact with End Users of the other Party 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.

3.20 When e.spire places an LSR, e.spire shall specify a requested Due Date, and BellSouth shall specify a Due Date based on the applicable intervals. In the event e.spire's requested date is less than the standard interval, e.spire shall contact BellSouth by telephone and the Parties shall negotiate an expedited Due Date. BellSouth shall not complete the order prior to the Due Date unless authorized by e.spire. If BellSouth misses the Due Date, BellSouth shall promptly notify e.spire of the revised installation Due Date. If e.spire requests that an order be expedited, BellSouth shall notify e.spire of the status of the order (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.

[BellSouth will not agree to the shaded language, unless the following language is added after the second sentence of this section: "This situation shall be considered an expedited order for which expedite charges will apply in accordance with BellSouth FCC No. 1 Tariff"]

3.21 e.spire and BellSouth shall agree to escalation procedures and contacts for resolving questions and disputes related to ordering and provisioning procedures or to the processing of individual orders, subject ultimately to the dispute resolution provisions of this Agreement. The Parties shall use best efforts to notify each other of any modifications to these contacts within ten (10) days of any such modifications.

3.22 BellSouth shall transmit to e.spire a FOC or, in the alternative, notification of the lack of available facilities within time periods specified hereafter after BellSouth's receipt of a complete and correct order from e.spire, 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 a commitment date, which shall be established on a nondiscriminatory basis with respect to installation dates for comparable orders at such time. If e.spire uses LENS, EDI, or any other electronic interface for the submission of the order, the FOC or notification shall be posted by BellSouth in such interface within four (4) hours of receipt of the order. If e.spire does not use these interfaces, or these interfaces are not available for the service or UNE being ordered, BellSouth shall transmit the FOC or notification by telecopier to a toll-free number provided by e.spire within twenty-four (24) hours of BellSouth's receipt of the order. When e.spire submits a complete and correct LSR for SPNP and an associated unbundled Loop simultaneously, BellSouth shall likewise issue a FOC for both the Loop and the SPNP simultaneously.

[BellSouth will not agree to the shaded language – it propose twenty-four hours (24) (electronic order submission) and forty-eight hours (48) (manual order submission) for the return of FOCs]

3.23

For Local Service Requests submitted via an electronic interface, BellSouth shall notify e.spire via the same electronic interface, of Rejections/Errors contained in any of the data element(s) field(s) contained on any e.spire Local Service Request. For Local Service Requests submitted manually, BellSouth shall notify e.spire by facsimile of such Rejections and Errors. Such notifications shall be provided within ___ hours for orders submitted electronically and within ___ hours for orders submitted manually.

[BellSouth will not agree to the shaded language – it will not commit to specific intervals for providing “reject/error” messages]

Updated 01/17/00

Attachment 7

Billing and Billing Accuracy Certification

TABLE OF CONTENTS

| | | |
|----|--|----|
| 1. | Payment and Billing Arrangements | 3 |
| 2. | Billing and Billing Accuracy Certification | 5 |
| 3. | Billing Disputes | 6 |
| 4. | RAO Hosting | 7 |
| 5. | Optional Daily Usage File..... | 10 |
| 6. | Access Daily Usage File | 14 |
| 7. | Enhanced Optional Daily Usage File | 16 |

BILLING AND BILLING ACCURACY CERTIFICATION

1. Payment and Billing Arrangements

- 1.1 **Billing.** BellSouth agrees to provide billing through the Carrier Access Billing System (CABS) and through the Customer Records Information System (CRIS) depending on the particular service(s) that e.spire requests. BellSouth will bill and record in accordance with this Agreement those charges e.spire incurs as a result of e.spire purchasing from BellSouth Network Elements and Other 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. For those services where standards have not yet been developed, BellSouth's billing format will change as necessary when standards are finalized by the industry forum.
 - 1.1.1 For any service(s) BellSouth orders from e.spire, e.spire shall bill BellSouth in CABS format or in accordance with industry standards.
 - 1.1.2 If either Party requests multiple billing media or additional copies of bills, the Billing Party will provide these at a reasonable cost.
- 1.2 **Master Account.** After receiving certification as a local exchange company from the appropriate regulatory agency, e.spire will provide the appropriate BellSouth account manager the necessary documentation to enable BellSouth to establish a master account for Local Interconnection, Network Elements and Other Services, and/or 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"), Carrier Identification Code (CIC), Group Access Code (GAC), Access Customer Name and Address (ACNA) and a tax exemption certificate, if applicable.
- 1.3 **Payment Responsibility.** Payment of all charges will be the responsibility of e.spire. e.spire shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by e.spire from e.spire's customer. BellSouth will not become involved in billing disputes that may arise between e.spire and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.
- 1.4 **Payment Due.** The payment will be due by the next bill date (*i.e.*, same date in the following month as the bill date) and is payable in immediately available funds. Payment is considered to have been made when received by BellSouth.

If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday day following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday day preceding such Saturday or Holiday. If payment is not received by the payment due date, a late payment penalty, as set forth in Section 1.7, below, shall apply.

- 1.5 Tax Exemption. Upon proof of tax exempt certification from e.spire, the total amount billed to e.spire will not include those taxes or fees for which the CLEC is exempt. e.spire will be solely responsible for the computation, tracking, reporting and payment of all taxes and like fees associated with the services provided to the end user of e.spire .
- 1.6 Late Payment. If any portion of the payment is received by either Party after the payment due date as set forth preceding, or if any portion of the payment is received by either Party in funds that are not immediately available to the other Party, then a late payment penalty shall be due to the Party that issued the invoice. The late payment penalty shall be the portion of the payment not received by the payment due date times a late factor and will be applied on a per bill basis. The late factor shall be as set forth in each Party's appropriate tariffs.
- 1.7 Discontinuing Service to e.spire. The procedures for discontinuing service to e.spire are as follows:
 - 1.7.1 BellSouth reserves the right to suspend or terminate service for nonpayment or in the event of prohibited, unlawful or improper use of BellSouth facilities or service or any other violation or noncompliance by e.spire of the rules and regulations contained in BellSouth's tariffs.
 - 1.7.2 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 e.spire 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 e.spire at the billing address to discontinue the provision of existing services to e.spire at any time thereafter.
 - 1.7.3 In the case of such discontinuance, all billed charges, as well as applicable termination charges, shall become due.
 - 1.7.4 If BellSouth does not discontinue the provision of the services involved on the date specified in the thirty days notice and e.spire's noncompliance continues, nothing contained herein shall preclude BellSouth's right to discontinue the provision of the services to e.spire without further notice.

- 1.7.5 If payment is not received or satisfactory arrangements made for payment by the date given in the written notification, e.spire's services will be discontinued. Upon discontinuance of service on e.spire's account, service to the e.spire's end users will be denied. BellSouth will reestablish service at the request of the end user or e.spire for BellSouth to reestablish service upon payment of the appropriate connection fee and subject to BellSouth's normal application procedures. e.spire is solely responsible for notifying the end user of the proposed service disconnection. If within fifteen days after an end user's service has been denied and no arrangements to reestablish service have been made consistent with this subsection, the end user's service will be disconnected.
- 1.8 **Deposit Policy.** When purchasing services from BellSouth, e.spire will be required to complete the BellSouth Credit Profile and provide information regarding credit worthiness. Based on the results of the credit analysis, the Company reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or in its sole discretion some other form of security. Any such security deposit shall in no way release the customer from his obligation to make complete and timely payments of his bill. Such security shall be required prior to the inauguration of service. If, in the sole opinion of the Company, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security, the Company reserves the right to request additional security and/or file a Uniform Commercial Code (UCC1) security interest in e.spire's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff.
- 1.9 **Rates.** Rates for Optional Daily Usage File (ODUF), Enhanced Optional Daily Usage File (EODUF), Access Daily Usage File (ADUF), and Centralized Message Distribution Service (CMDS) are set out in Exhibit A to this Attachment. 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.
2. **Billing and Billing Accuracy Certification**
- 2.1 Upon request, BellSouth and e.spire will agree upon a billing quality assurance program for all billing elements covered in this Agreement that will eliminate the need for post-billing reconciliation. Appropriate terms for access to any BellSouth documents, systems, records, and procedures for the recording and billing of charges will be part of that program.
- 2.2 As part of the billing quality assurance program, BellSouth and e.spire will develop standards, measurements, and performance requirements for a local

billing measurements process. On a regular basis BellSouth will provide e.spire with mutually agreed upon performance measurement data that substantiates the accuracy, reliability, and integrity of the billing process for local billing. In return, e.spire will pay all bills received from BellSouth in full by the payment due date.

- 2.3 Local billing discrepancies will be addressed in an orderly manner via a mutually agreed upon billing exemption process.
- 2.3.1 Each Party agrees to notify the other Party upon identifying a billing discrepancy. The Parties shall endeavor to resolve any billing discrepancy within sixty (60) calendar days of the notification date. A mutually agreed upon escalation process will be established for resolving local billing discrepancies as part of the billing quality assurance program.
- 2.3.2 Closure of a specific billing period will occur by joint agreement of the Parties whereby the Parties agree that such billing period is closed to any further analysis and financial transactions except those resulting from regulatory mandates. Closure will take place within a mutually agreed upon time interval from the Bill Date. The month being closed represents those charges that were billed or should have been billed by the designated Bill Date.

3. **Billing Disputes**

- 3.1 Where the Parties have not agreed upon a billing quality assurance program, billing disputes shall be handled pursuant to the terms of this section.
- 3.1.1 Each Party agrees to notify the other Party upon the discovery of a billing dispute. In the event of a billing dispute, the Parties will endeavor to resolve the dispute within sixty (60) calendar days of the notification date.
- 3.2 If a Party disputes a charge and does not pay such charge by the payment due date, or if a payment or any portion of a payment is received by either Party after the payment due date, or if a payment or any portion of a payment is received in funds which are not immediately available to the other Party, then a late payment penalty shall be assessed. For bills rendered by either Party for payment, the late payment charge for both Parties shall be calculated based on the portion of the payment not received by the payment due date times the late factor as set forth in the following BellSouth tariffs: for services purchased from the General Subscribers Services Tariff for purposes of resale and for ports and non-designed loops, Section A2 of the General Subscriber Services Tariff; for services purchased from the Private Line Tariff for purposes of resale, Section B2 of the Private Line Service Tariff; and for network elements and other services and local interconnection charges, Section E2 of the Access Service Tariff; or in e.spire's appropriate tariffs. In no event, however, shall interest be assessed by either Party on any previously assessed late payment charges. The Parties shall assess interest

on previously assessed late payment charges only in a state where it has the authority pursuant to its tariffs.

4. RAO Hosting

- 4.1 RAO Hosting, Calling Card and Third Number Settlement System (CATS) and Non-Intercompany Settlement System (NICS) services provided to e.spire 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 e.spire 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 e.spire 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 e.spire must have its own unique RAO code. Requests for establishment of RAO status where BellSouth is the selected Centralized Message Distribution System (CMDS) interfacing host, require written notification from e.spire 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 Telcordia (formerly BellCore) functions. BellSouth will request the assignment of an RAO code from its connecting contractor, currently Telcordia (formerly BellCore), on behalf of e.spire and will coordinate all associated conversion activities.
- 4.5 BellSouth will receive messages from e.spire 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 e.spire.
- 4.7 All data received from e.spire 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 e.spire that is to be placed on the CMDS network for distribution outside the BellSouth region will be handled in accordance with the

agreement(s) which may be in effect between BellSouth and its connecting contractor (currently Telcordia (formerly BellCore)).

- 4.9 BellSouth will receive messages from the CMD5 network that are destined to be processed by e.spire and will forward them to e.spire on a daily basis.
- 4.10 Transmission of message data between BellSouth and e.spire will be via CONNECT: Direct.
- 4.11 All messages and related data exchanged between BellSouth and e.spire 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 e.spire 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 e.spire to send data to BellSouth more than sixty (60) days past the message date(s), e.spire 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 e.spire to notify all affected Parties.
- 4.14 In the event that data to be exchanged between the two Parties should become lost or destroyed, both Parties will work together to determine the source of the problem. Once the cause of the problem has been jointly determined and the responsible Party (BellSouth or e.spire) identified and agreed to, the company responsible for creating the data (BellSouth or e.spire) will make every effort to have the affected data restored and retransmitted. If the data cannot be retrieved, the responsible Party will be liable to the other Party for any resulting lost revenue. Lost revenue may be a combination of revenues that could not be billed to the end users and associated access revenues. Both Parties will work together to estimate the revenue amount based upon historical data through a method mutually agreed upon. The resulting estimated revenue loss will be paid by the responsible Party to the other Party within three (3) calendar months of the date of problem resolution, or as mutually agreed upon by the Parties.
- 4.15 Should an error be detected by the EMI format edits performed by BellSouth on data received from e.spire, the entire pack containing the affected data will not be processed by BellSouth. BellSouth will notify e.spire of the error condition. e.spire 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, e.spire will resend these packs to BellSouth after the pack containing the error has been successfully reprocessed by BellSouth.

- 4.16 In association with message distribution service, BellSouth will provide e.spire with associated intercompany settlements reports (CATS and NICS) as appropriate.
- 4.17 In no case shall either Party be liable to the other for any direct or consequential damages incurred as a result of the obligations set out in this Agreement.
- 4.18 RAO Compensation
- 4.18.1 Rates for message distribution service provided by BellSouth for e.spire are as set forth in Exhibit A to this Attachment.
- 4.18.2 Rates for data transmission associated with message distribution service are as set forth in Exhibit A to this Attachment .
- 4.18.3 Data circuits (private line or dial-up) will be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire 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 e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. 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 e.spire end for the purpose of data transmission will be the responsibility of e.spire.
- 4.19 Intercompany Settlements Messages
- 4.19.1 This Section addresses the settlement of revenues associated with traffic originated from or billed by e.spire as a facilities based provider of local exchange telecommunications services outside the BellSouth region. Only traffic that originates in one Bell operating territory and bills in another Bell operating territory is included. Traffic that originates and bills within the same Bell operating territory will be settled on a local basis between e.spire and the involved company(ies), unless that company is participating in NICS.
- 4.19.2 Both traffic that originates outside the BellSouth region by e.spire and is billed within the BellSouth region, and traffic that originates within the BellSouth region and is billed outside the BellSouth region by e.spire, is covered by this Agreement

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

- 4.19.3 Once e.spire is operating within the BellSouth territory, revenues associated with calls originated and billed within the BellSouth region will be settled via Telcordia (formerly BellCore)'s, its successor or assign, NICS system.
- 4.19.4 BellSouth will receive the monthly NICS reports from Telcordia (formerly BellCore), its successor or assign, on behalf of e.spire. BellSouth will distribute copies of these reports to e.spire on a monthly basis.
- 4.19.5 BellSouth will receive the monthly Calling Card and Third Number Settlement System (CATS) reports from Telcordia (formerly BellCore), its successor or assign, on behalf of e.spire. BellSouth will distribute copies of these reports to e.spire on a monthly basis.
- 4.19.6 BellSouth will collect the revenue earned by e.spire from the Bell operating company in whose territory the messages are billed (CATS), less a per message billing and collection fee of five cents (\$0.05), on behalf of e.spire. BellSouth will remit the revenue billed by e.spire to the Bell operating company in whose territory the messages originated, less a per message billing and collection fee of five cents (\$0.05), on behalf on e.spire. These two amounts will be netted together by BellSouth and the resulting charge or credit issued to e.spire via a monthly Carrier Access Billing System (CABS) miscellaneous bill.
- 4.19.7 BellSouth will collect the revenue earned by e.spire 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 e.spire. BellSouth will remit the revenue billed by e.spire 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 e.spire via a monthly Carrier Access Billing System (CABS) miscellaneous bill.

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

5. Optional Daily Usage File

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

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

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

Charges for delivery of the Optional Daily Usage File will appear on e.spire's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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 e.spire will be the responsibility of e.spire. If, however, e.spire should encounter significant volumes of errored messages that prevent processing by e.spire within its systems, BellSouth will work with e.spire 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 e.spire :

- message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- measured billable Local
- Directory Assistance messages
- intraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)

-Credit/Cancel Records

-Usage for Voice Mail Message Service

- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to e.spire.
- 5.6.1.4 In the event that e.spire detects a duplicate on Optional Daily Usage File they receive from BellSouth, e.spire will drop the duplicate message (e.spire 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 e.spire via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.
 - 5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire 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 e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. 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 e.spire end for the purpose of data transmission will be the responsibility of e.spire.

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 e.spire which BellSouth RAO that is sending the message. BellSouth and e.spire will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by e.spire and resend the data as appropriate.

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

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

5.6.5 CONTROL DATA

e.spire will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate e.spire 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 e.spire for reasons stated in the above section.

5.6.6 TESTING

5.6.6.1 Upon request from e.spire, BellSouth shall send test files to e.spire 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 e.spire set up a production (LIVE) file. The live test may consist of e.spire's employees making test calls for the types of services e.spire requests on the Optional Daily Usage File. These test calls are logged by e.spire, and the logs are provided to BellSouth. These logs will be used to verify the files. Testing will be completed within 30 calendar days from the date on which the initial test file was sent.

6. Access Daily Usage File

6.1. Upon written request from e.spire, BellSouth will provide the Access Daily Usage File (ADUF) service to e.spire pursuant to the terms and conditions set forth in this section.

6.2 e.spire shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.

6.3 The Access Daily Usage Feed will contain access messages associated with a port that e.spire has purchased from BellSouth

6.4 Charges for delivery of the Access Daily Usage File will appear on e.spire's monthly bills. The charges are as set forth in Exhibit A to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.

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

6.6 USAGE TO BE TRANSMITTED

6.6.1 The following messages recorded by BellSouth will be transmitted to e.spire :

Interstate and intrastate access records associated with a port.

Undetermined jurisdiction access records associated with a port.

6.6.2 When e.spire purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:

Originating from Network Element and carried by Interexchange Carrier:

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

Originating from network element and carried by BellSouth (e.spire is BellSouth's toll customer):

BellSouth will bill resale toll rates to e.spire and send toll record for the end user toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to e.spire via ADUF.

Terminating on network element and carried by Interexchange Carrier:

BellSouth will bill network element to e.spire and send access record to e.spire.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to e.spire and send access record to e.spire.

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

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

6.6.5 PHYSICAL FILE CHARACTERISTICS

6.6.5.1 The Access Daily Usage File will be distributed to e.spire via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one dataset per workday per OCN.

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

6.6.6 **PACKING SPECIFICATIONS**

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

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

The data will be packed using ATIS EMI records.

6.6.7 **PACK REJECTION**

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

6.6.8 **CONTROL DATA**

e.spire will send one confirmation record per pack that is received from BellSouth. This confirmation record will indicate e.spire 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 e.spire for reasons stated in the above section.

6.6.9 **TESTING**

6.6.9.1 Upon request from e.spire, BellSouth shall send test files to e.spire for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.

7. **Enhanced Optional Daily Usage File**

7.1 Upon written request from e.spire, BellSouth will provide the Enhanced Optional Daily Usage File (EODUF) service to e.spire pursuant to the terms and conditions

set forth in this section. EODUF will only be sent to existing ODUF subscribers who request the EODUF option.

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

7.3 The Enhanced Optional Daily Usage File (EODUF) will provide usage data for local calls originating from resold Flat Rate Business and Residential Lines.

Charges for delivery of the Enhanced Optional Daily Usage File will appear on e.spire's monthly bills. The charges are as set forth in Exhibit A to this Attachment.

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

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

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

7.6.1 USAGE TO BE TRANSMITTED

7.6.1.1 The following messages recorded by BellSouth will be transmitted to e.spire:

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

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

- 7.6.1.2 BellSouth will perform duplicate record checks on EODUF records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to e.spire.
- 7.6.1.3 In the event that e.spire detects a duplicate on Enhanced Optional Daily Usage File they receive from BellSouth, e.spire will drop the duplicate message (e.spire will not return the duplicate to BellSouth).
- 7.6.2 PHYSICAL FILE CHARACTERISTICS
 - 7.6.2.1 The Enhanced Optional Daily Usage Feed will be distributed to e.spire over their existing Optional Daily Usage File (ODUF) feed. The EODUF messages will be intermingled among e.spire's Optional Daily Usage File (ODUF) messages. The EODUF will be a variable block format (2476) with an LRECL of 2472. The data on the EODUF will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays).
 - 7.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and e.spire for the purpose of data transmission. Where a dedicated line is required, e.spire will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. e.spire 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 e.spire. Additionally, all message toll charges associated with the use of the dial circuit by e.spire will be the responsibility of e.spire. 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 e.spire end for the purpose of data transmission will be the responsibility of e.spire.
- 7.6.3 PACKING SPECIFICATIONS
 - 7.6.3.1 A pack will contain a minimum of one message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One transmission can contain a maximum of 99 packs and a minimum of one pack.
 - 7.6.3.2 The Operating Company Number (OCN), From Revenue Accounting Office (RAO), and Invoice Number will control the invoice sequencing. The From RAO will be used to identify to e.spire which BellSouth RAO that is sending the message. BellSouth and e.spire will use the invoice sequencing to control data exchange. BellSouth will be notified of sequence failures identified by e.spire and resend the data as appropriate.

The data will be packed using ATIS EMI records.

Attachment 8

Rights-of-Way, Conduits and Pole Attachments

Rights-of-Way, Conduits and Pole Attachments

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

Attachment 9
Performance Measurements

TABLE OF CONTENTS

| | |
|--|----|
| PRE-ORDERING - OSS | 3 |
| ORDERING | 6 |
| PROVISIONING..... | 19 |
| MAINTENANCE & REPAIR..... | 34 |
| BILLING | 47 |
| OPERATOR SERVICES AND DIRECTORY ASSISTANCE | 53 |
| E911..... | 57 |
| TRUNK GROUP PERFORMANCE..... | 60 |
| COLLOCATION..... | 62 |
| APPENDIX A: REPORTING SCOPE*..... | 65 |
| APPENDIX B: GLOSSARY OF ACRONYMS AND TERMS | 67 |
| APPENDIX C: BELLSOUTH'S AUDIT POLICY | 72 |
| APPENDIX D MODIFICATION OF PERFORMANCE MEASUREMENTS..... | 73 |

PRE-ORDERING - OSS

| | |
|--|---|
| Report/Measurement : | |
| Average OSS Response Time and Response Interval | |
| Definition: | |
| Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone Numbers (TNs), and Customer Service Records (CSRs). | |
| Exclusions: | |
| None | |
| Business Rules: | |
| The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy during the reporting period and dividing by the total number of legacy requests for that day X 100. The response interval starts when the client application (LENS or TAG for CLECs and RNS for BST) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of legacy accesses during the reporting period, which take less than 2.3 seconds and the number, which take more than 6 seconds are also captured. | |
| Level of Disaggregation: | |
| RSAG – Address (Regional Street Address Guide- Address) - stores street address information used to validate customer addresses RSAG – TN (Regional Street Address Guide- Telephone Number) -- contains information about facilities available and telephone numbers working at a given address. ATLAS (Application for Telephone Number Load Administration and Selection) - acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BST service reps to select and reserve telephone numbers. COFFI (Central Office Feature File Interface) - stores information about product and service offerings and availability. DSAP (DOE Support Application) – provides due date information. HAL (Hands-Off Assignment Logic) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BST servers, including LENS, access to legacy systems. P/SIMS (Product/Services Inventory Management System) – provides information on capacity, tariffs, inventory and service availability. OASIS (Obtain Available Services Information Systems) - Information on feature and rate availability. | |
| Calculation: | |
| $\Sigma[(\text{Date \& Time of Legacy Response}) - (\text{Date \& Time of Request to Legacy})] / (\text{Number of Legacy Requests During the Reporting Period}) \times 100$ | |
| Report Structure: | |
| Not CLEC Specific Not product/service specific Regional Level | |
| Data Retained Relating to CLEC Experience: | Data Retained Relating to BST Performance: |
| Report Month | Report Month |
| Legacy Contract (per reporting dimension) | Legacy Contract (per reporting dimension) |
| Response Interval | Response Interval |
| Regional Scope | Regional Scope |
| Retail Analog/Benchmark | |
| CLEC Average Response Intervals is comparable to BST Average Response Interval | |

LEGACY SYSTEM ACCESS TIMES FOR RNS

| System | Contract | Data | < 2.3 sec | > 6 sec | Avg. Sec | # of Calls |
|--------|-----------|-----------------|-----------|---------|----------|------------|
| RSAG | RSAG-TEN | Address | x | x | x | x |
| RSAG | RSAG-ADDR | Address | x | x | x | x |
| ATLAS | ATLAS-TN | TN | x | x | x | x |
| DSAP | DSAPDDI | Schedule | x | x | x | x |
| CRIS | CRSACCTS | CSR | x | x | x | x |
| | | | | | | |
| OASIS | OASISBSN | Feature/Service | x | x | x | x |
| OASIS | OASISCAR | Feature/Service | x | x | x | x |
| OASIS | OASISLPC | Feature/Service | x | x | x | x |
| OASIS | OASISMTN | Feature/Service | x | x | x | x |
| OASIS | OASISBIG | Feature/Service | x | x | x | x |
| | | | | | | |

LEGACY SYSTEM ACCESS TIMES FOR LENS

| System | Contract | Data | < 2.3 sec | > 6 sec | Avg. Sec | # of Calls |
|--------|------------|-----------------|-----------|---------|----------|------------|
| RSAG | RSAG-TN | Address | x | x | x | x |
| RSAG | RSAG-ADDR | Address | x | x | x | x |
| ATLAS | ATLAS-TN | TN | x | x | x | x |
| DSAP | DSAPDDI | Schedule | x | x | x | x |
| HAL | HAL/CRIS | CSR | x | x | x | x |
| COFFI | COFFI/USOC | Feature/Service | x | x | x | x |
| P/SIMS | PSIMS/ORB | Feature/Service | x | x | x | x |

LEGACY SYSTEM ACCESS TIMES FOR TAG

| System | Contract | Data | < 2.3 sec | > 6 sec | Avg. Sec | # of Calls |
|--------|-----------|----------|-----------|---------|----------|------------|
| RSAG | RSAG-TN | Address | x | x | x | x |
| RSAG | RSAG-ADDR | Address | x | x | x | x |
| ATLAS | ATLASTN | TN | x | x | x | x |
| DSAP | DSAPDDI | Schedule | x | x | x | x |
| HAL | HAL/CRIS | CSR | x | x | x | x |
| CRIS | CRSEINIT | CSR | x | x | x | x |
| CRIS | CRSECSR | CSR | x | x | x | x |

PRE-ORDERING - OSS

| | |
|--|---|
| Report/Measurement: | |
| OSS Interface Availability | |
| Definition: | |
| Percent of time OSS interface is functionally available compared to scheduled availability. Availability percentages for CLEC interface systems and for all Legacy systems accessed by them are captured | |
| Exclusions: | |
| None | |
| Business Rules: | |
| This measurement captures the availability percentages for the BST systems, which are used by CLECs during Pre-Ordering functions. Comparison to BST results allow conclusions as to whether an equal opportunity exists for the CLEC to deliver a comparable customer experience. | |
| Level of Disaggregation: | |
| Regional Level | |
| Calculation: | |
| $(\text{Functional Availability}) / (\text{Scheduled Availability}) \times 100$ | |
| Report Structure: | |
| Not CLEC Specific | |
| Not product/service specific | |
| Regional Level | |
| Data Retained Relating to CLEC Experience | Data Retained Relating to BST Experience |
| Report Month | Report Month |
| Legacy contract type (per reporting dimension) | Legacy contract type (per reporting dimension) |
| Regional Scope | Regional Scope |
| Retail Analog/Benchmark: | |
| CLEC OSS Interface Availability is comparable to BST OSS Interface Availability | |

OSS Interface Availability

| OSS Interface | % Availability |
|---------------|----------------|
| LENS | x |
| LEO Mainframe | x |
| LEO UNIX | x |
| LESOG | x |
| EDI | x |
| HAL | x |
| BOCRIS | x |
| ATLAS/COFFI | x |
| RSAG/DSAP | x |
| SOCS | x |
| TAG | x |

ORDERING

| |
|--|
| Report/Measurement: |
| Percent Flow Through Service Requests (Summary) |
| Definition: |
| The percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual intervention |
| Exclusions: |
| Fatal Rejects Auto Clarification Manual Fallout CLEC System Fallout Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development) |
| Business Rules: |
| <p>The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and three types of service; Resale and Unbundled Network Elements (UNE), and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.</p> <p>Definitions:</p> <p>Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.</p> <p>Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.</p> <p>Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout.</p> <ul style="list-style-type: none"> Complex services* Expedites (requested by the CLEC) Special pricing plans Denials-restore and conversion, or disconnect and conversion orders Partial migrations Class of service invalid in certain states with some types of service New telephone number not yet posted to BOCRIS Low volume such as activity type "T" (move) Pending order review required More than 25 business lines Restore or suspend for UNE combos Transfer of calls option for the CLEC's end users CSR inaccuracies such as invalid or missing CSR data in CRIS <p>* Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p> <p>Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.</p> |

ORDERING – (Percent Flow Through Service Requests (Summary) – Continued)

| Calculation: $\text{Percent Flow Through Service Requests} = \frac{\Sigma[(\text{Total number of valid service requests that flow-through to SOCS})]}{(\text{Total number of valid service requests delivered to SOCS})} \times 100$ | |
|---|---|
| Description: Percent Flow Through = (The total number of LSRs that flow through LESOG to the SOCS) / (the number of LSRs passed from LEO to LESOG) – $\Sigma[(\text{the number of LSRs that fall out for manual processing}) + (\text{the number of LSRs that are returned to the CLEC for clarification}) + (\text{the number of LSRs that contain errors made by CLECs})] \times 100.$ | |
| Report Structure: <ul style="list-style-type: none"> CLEC Aggregate <ul style="list-style-type: none"> ➤ Region | |
| Level of Disaggregation: <ul style="list-style-type: none"> Geography <ul style="list-style-type: none"> ➤ Region Product (Under Development) <ul style="list-style-type: none"> ➤ Residence ➤ Business ➤ UNE ➤ Special | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| Report month <ul style="list-style-type: none"> Total number of LSRs received, by interface, by CLEC: <ul style="list-style-type: none"> ➤ TAG ➤ EDI ➤ LENS Total number of errors by type, by CLEC: <ul style="list-style-type: none"> ➤ Fatal rejects ➤ Total fallout for manual processing ➤ Auto clarification ➤ CLEC caused system fallout Total number of errors by error code | Report month <ul style="list-style-type: none"> Total number of errors by type: <ul style="list-style-type: none"> ➤ BST system error |
| Retail Analog/Benchmark: CLEC Flow Through/benchmark comparison (Under Development) | |

ORDERING

| |
|--|
| Report/Measurement: |
| Percent Flow Through Service Requests (Detail) |
| Definition: |
| A detailed list by CLEC of the percentage of Local Service Requests (LSR) submitted electronically via the CLEC mechanized ordering process that flow through to SOCS without manual or human intervention. |
| Exclusions: |
| <ul style="list-style-type: none"> • Fatal Rejects • Auto Clarification • Manual Fallout • CLEC System Fallout • Supplements (subsequent versions) to cancel LSRs that are not LESOG eligible (Under development) |
| Business Rules: |
| <p>The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE) and specials. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier), or are not designed to flow through, i.e., Manual Fallout.</p> <p>Definitions:</p> <p>Fatal Rejects: Errors that prevent an LSR, submitted by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO will reject the LSR and the CLEC will receive a Fatal Reject.</p> <p>Auto-Clarification: errors that occur due to invalid data within the LSR. LESOG will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, the CLEC will receive an Auto-Clarification.</p> <p>Manual Fallout: errors that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:</p> <ol style="list-style-type: none"> 1. Complex services* 2. Expedites (requested by the CLEC) 3. Special pricing plans 4. Denials-restore and conversion, or disconnect and conversion orders 5. Partial migrations 6. Class of service invalid in certain states with some types of service 7. New telephone number not yet posted to BOCRIS 8. Low volume such as activity type "T" (move) 9. Pending order review required 10. More than 25 business lines 11. Restore or suspend for UNE combos 12. Transfer of calls option for the CLEC's end users 13. CSR inaccuracies such as invalid or missing CSR data in CRIS <p>*Attached is a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.</p> <p>Total System Fallout: Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC as clarification. If it is determined the error is BST caused, the LCSC representative will correct the error.</p> |

ORDERING – (Percent Flow Through Service Requests (Detail) – Continued)

| | |
|--|--|
| Calculation: $\text{Percent Flow Through Service Requests} = \frac{(\text{Total number of valid service requests that flow-through to SOCS})}{(\text{Total number of valid service requests delivered to SOCS})} \times 100$ | |
| Description: Percent Flow Through = The total number of LSRs that flow through LESOG to SOCS / (the number of LSRs passed from LEO to LESOG) – Σ [(the number of LSRs that fall out for manual processing + the number of LSRs that are returned to the CLEC for clarification + the number of LSRs that contain errors made by CLECs)] X 100. | |
| Report Structure: <ul style="list-style-type: none"> Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following: <ul style="list-style-type: none"> CLEC (by alias designation) Number of fatal rejects Mechanized interface used Total mechanized LSRs Total manual fallout Number of auto clarifications returned to CLEC Number of validated LSRs Number of BST caused fallout Number of CLEC caused fallout Number of Service Orders Issued Base calculation CLEC error excluded calculation | |
| Level of Disaggregation: <ul style="list-style-type: none"> CLEC Specific (by alias designation to protect CLEC specific proprietary data) Geographic: <ul style="list-style-type: none"> Region Product (Under development) <ul style="list-style-type: none"> Residence Business UNE Special | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <u>REPORT MONTH</u> <ul style="list-style-type: none"> Total number of LSRs received, by interface, by CLEC <ul style="list-style-type: none"> TAG EDI LENS Total number of errors by type, by CLEC <ul style="list-style-type: none"> Fatal rejects Total fallout for manual processing Auto clarification CLEC errors Total number of errors by error code | <u>REPORT MONTH</u> <ul style="list-style-type: none"> Total number of errors by type: <ul style="list-style-type: none"> BST system error |
| Retail Analog/Benchmark: CLEC Flow Through/benchmark comparison (Under development) | |

ORDERING

| | |
|---|---|
| Report/Measurement: | |
| Flow Through Error Analysis | |
| Definition: | |
| An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through to SOCS. | |
| Exclusions: | |
| Each Error Analysis is error code specific; therefore exclusions are not applicable. | |
| Business Rules: | |
| The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), and flow through to provisioning SOCS without manual intervention. These LSRs can be divided into two classes of service; Business and Residence, and two types of service; Resale and Unbundled Network Elements (UNE). This measurement captures the total number of errors by type. The CLEC mechanized ordering process does not include LSRs, which are, submitted manually (e.g., fax, and courier). | |
| Calculation: | |
| Σ Of errors by type. | |
| Report Structure: | |
| <ul style="list-style-type: none"> Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following: <ul style="list-style-type: none"> ➤ Error Type (by error code) ➤ Count of each error type ➤ Percent of each error type ➤ Cumulative percent ➤ Error Description ➤ CLEC Caused Count of each error code ➤ Percent of aggregate by CLEC caused count ➤ Percent of CLEC by CLEC caused count ➤ BST Caused Count of each error code ➤ Percent of aggregate by BST caused count ➤ Percent of BST by BST caused count | |
| Level of Disaggregation: | |
| Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <u>REPORT MONTH</u> <ul style="list-style-type: none"> Total number of LSRs received Total number of errors by type (by error code) <ul style="list-style-type: none"> ➤ CLEC caused error | <u>REPORT MONTH</u> <ul style="list-style-type: none"> Total number of errors by type (by error code) <ul style="list-style-type: none"> ➤ BST system error |
| Retail Analog/Benchmark: | |
| Not Applicable | |

**Attachment
BellSouth Flow-through Analysis
For CLECs LSRs placed via EDI or TAG**

| | BellSouth Service Offered to CLEC via resale or UNE | Flow-through if no BST or CLEC Errors (Yes/No) | Complex Service (Yes/No) | Complex Order (Yes/No) | Design Service (Yes/No) | Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason? |
|----|---|--|--------------------------|------------------------|-------------------------------|---|
| 1 | Flat Rate/Residence | Yes | No | No | no | |
| 2 | Flat Rate/Business | Yes | No | No | no | |
| 3 | Pay Phone Provider | No | No | No | no | |
| 4 | Measured Rate/Res. | Yes | No | No | no | |
| 5 | Measured Rate/Bus. | Yes | No | No | no | |
| 6 | Area Plus | Yes | No | No | no | |
| 7 | Package/Complete Choice and area plus | Yes | No | No | no | |
| 8 | Optional Calling Plan | Yes | No | No | no | |
| 9 | Ga. Community Calling | Yes | No | No | no | |
| 10 | Call Waiting Deluxe | Yes | No | No | no | |
| 11 | Call Waiting | Yes | No | No | no | |
| 12 | Caller ID | Yes | No | No | no | |
| 13 | Speed Calling | Yes | No | No | no | |
| 14 | 3 Way Calling | Yes | No | No | no | |
| 15 | Call Forwarding-Variable | Yes | No | No | no | |
| 16 | Remote Access to CF | Yes | No | No | no | |
| 17 | Enhanced Caller ID | Yes | No | No | no | |
| 18 | Memory Call | Yes | No | No | no | |
| 19 | Memory Call Ans. Svc. | Yes | No | No | no | |
| 20 | MTS | Yes | No | No | no | |
| 21 | RCF | Yes | No | No | no | |
| 22 | Ringmaster | Yes | No | No | no | |
| 23 | Call Tracing | Yes | No | No | no | |
| 24 | Call Block | Yes | No | No | no | |
| 25 | Repeat Dialing | Yes | No | No | no | |
| 26 | Call Selector | Yes | No | No | no | |
| 27 | Call Return | Yes | No | No | no | |
| 28 | Preferred Call Forward | Yes | No | No | no | |
| 29 | Touchtone | Yes | No | No | no | |
| 30 | Visual Director | Yes | No | No | no | |
| 31 | INP (all types?) | Yes | UNE | No | no | |
| 32 | Unbundled Loop-Analog 2W, SL1, SL2 | Yes | UNE | No | Yes-designed, no-non-designed | |
| 33 | 2 wire analog port | Yes | UNE | No | no | |
| 34 | Local Number Portability (always?) | Yes | UNE | No | no | |
| 35 | Accupulse | No | Yes | Yes | yes | See note at bottom of matrix. |
| 36 | Basic Rate ISDN | No | Yes | Yes | yes | LSR electronically submitted; no flow through |

| | BellSouth Service Offered to CLEC via resale or UNE | Flow-through if no BST or CLEC Errors (Yes/No) | Complex Service (Yes/No) | Complex Order (Yes/No) | Design Service (Yes/No) | Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason? |
|----|---|--|--------------------------|------------------------|-------------------------------|---|
| 37 | DID | No* | Yes | Yes | Yes | * yes with OSS'99 |
| 38 | Frame Relay | No | Yes | Yes | yes | |
| 39 | Megalink | No | Yes | Yes | yes | |
| 40 | Megalink-T1 | No | Yes | Yes | yes | |
| 41 | Native Mode LAN Interconnection (NMLI) | No | Yes | Yes | yes | |
| 42 | Pathlink Primary Rate ISDN | No | Yes | Yes | yes | |
| 43 | Synchronet | No | Yes | Yes | yes | LSR electronically submitted; no flow through |
| 44 | PBX Trunks | No | Yes | Yes | Yes | LSR electronically submitted; no flow through |
| 45 | LightGate | No | Yes | Yes | yes | |
| 46 | Smartpath | No | Yes | Yes | yes | |
| 47 | Hunting | No | Yes | no | no | LSR electronically submitted; no flow through |
| 48 | CENTREX | No | Yes | Yes | no | |
| 49 | FLEXSERV | No | Yes | Yes | yes | |
| 50 | Multiserv | No | Yes | Yes | yes | |
| 51 | Off-Prem Stations | No | Yes | Yes | yes | |
| 52 | SmartRING | No | Yes | Yes | yes | |
| 53 | FX | No | Yes | Yes | yes | |
| 54 | Tie Lines | No | Yes | Yes | Yes | |
| 55 | WATS | No | Yes | Yes | yes | |
| 56 | 4 wire analog voice grade loop | No | UNE | Yes | yes-designed, no-non-designed | |
| 57 | 4 wire DS1 & PRI digital loop | No | UNE | Yes | yes | |
| 58 | 2 wire ISDN digital loop | No | UNE | Yes | yes | |
| 59 | 4 wire DS1 & PRI digital loop | No | UNE | Yes | yes | |
| 60 | ADSL | No* | UNE | Yes | yes | * yes as of OSS'99? |
| 61 | HDSL | No | UNE | Yes | yes | |
| 62 | 2 wire analog DID trunk port | No | UNE | Yes | Yes | |
| 63 | 2 wire ISDN digital line side port | No | UNE | Yes | yes | |
| 64 | 4 wire ISDN DSI digital trunk ports | No | UNE | Yes | yes | |
| 65 | UNE Combinations | y-loop+port | UNE | Yes | yes | |
| 66 | Directory Listings (simple) | No* | UNE | Yes | no | * yes as of OSS'99 |

| | BellSouth Service Offered to CLEC via resale or UNE | Flow-through if no BST or CLEC Errors (Yes/No) | Complex Service (Yes/No) | Complex Order (Yes/No) | Design Service (Yes/No) | Can ordering this service cause fall out for a reason other than errors or complex? If so, what reason? |
|----|---|---|--------------------------------|------------------------------|-------------------------------|--|
| 67 | Directory Listings (complex) | No* | UNE | yes | no | * yes as of OSS'99, captions and indentions |
| 68 | ESSX | No | Yes | Yes | no | |

Note for last column: For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, for denials – restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through), class of service invalid in certain states with some TOS – e.g. gov't, or cannot be changed when changing main TN on C activity, low volume – e.g. activity type T=move, pending order review required, more than 25 business lines, restore or suspend for UNE combos, transfer of calls option for CLEC end user – fixed with release 6.0, new TN not yet posted to BOCRIS. All but the last one are unique to the CLEC environment.

ORDERING

| | |
|---|---|
| Report/Measurement: | |
| Percent Rejected Service Requests | |
| Definition: | |
| Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete. | |
| Exclusions: | |
| Service Requests canceled by the CLEC prior to being rejected/clarified. | |
| Business Rules: | |
| <p>Fully Mechanized: An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, TAG, LEO, LESOG) and is returned to the CLEC. There are two types of "Rejects" in the Mechanized category:</p> <ul style="list-style-type: none"> • A Fatal Reject occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC before it is considered an LSR. • An Auto Clarification is a valid LSR, which is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy. <p>Partially Mechanized: A valid LSR, which is electronically submitted (via EDI or TAG), but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and (rejected) sent back to the CLEC.</p> <p>Total Mechnized: Combination of Fully Mechnized and Partially Mechanized LSRs.</p> <p>Non Mechanized: An LSR which is faxed or mailed to the LCSC for processing and is "clarified" (rejected) back to the CLEC by the BST service representative.</p> <p>LNP: Under Development</p> | |
| Calculation | |
| Percent Rejected Service Requests = (Total Number of Rejected Service Requests) / (Total Number of Service Requests Received) X 100 during the month. | |
| Report Structure: | |
| <ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • State and Region • CLEC Specific • CLEC Aggregate | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> • Resale Residence • Resale Business • Resale Specials • UNE • UNE Loop with NP • Other • Trunks | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Rejects • Total Number of Errors • State and Region | <ul style="list-style-type: none"> • Report Month • Total number of LSRs • Total number of Errors • Adjusted Error Volume • State and Region |
| RETAIL ANALOG/BENCHMARK: | |
| BENCHMARK IS UNDER DEVELOPMENT. RETAIL ANALOG ALSO UNDER DEVELOPMENT. | |

ORDERING

| | |
|--|---|
| Report/Measurement: | |
| Reject Interval | |
| Definition: | |
| Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LEO edit checks to insure the data received is correctly formatted and complete. | |
| Exclusions: | |
| Service Requests canceled by CLEC prior to being rejected/clarified | |
| Business Rules: | |
| <ul style="list-style-type: none"> • Fully Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until the LSR is rejected (date and time stamp of reject in LEO). Fatal Rejects and Auto Clarifications are considered in the Fully Mechanized category. • Partially Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp in EDI, TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LEO. • Total Mechanized Combination of Fully Mechanized and Partially Mechanized LSRs. • Non-Mechanized: The elapsed time from receipt of a valid LSR (date and time stamp from FAX stamp) until notice of the reject is returned to the CLEC via LON. • LNP: Under development. | |
| Calculation: | |
| $\text{Reject Interval} = \frac{\sum[(\text{Date and Time of Service Request Rejection}) - (\text{Date and Time of Service Request Receipt})]}{(\text{Number of Service Requests Rejected in Reporting Period})}$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized, Trunks | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ Resale – Residence ➢ Resale – Business ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order • Mechanized: 0-4 minutes, 4-8 minutes, 8-12 minutes, 12-60 minutes, 0-1 hour 1-8 hours, 8-24 hours, >24 hours. • Non-mechanized: 0-1 hour, 1-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours >24 hours • Average Interval in Days. • Trunks | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Report Month • Reject Interval • Total Number of LSRs • Total number of Errors • State and Region | <ul style="list-style-type: none"> • Report Month • Reject Interval • Total number of LSRs • Total number of Errors • State and Region |
| Retail Analog/Benchmark: | |
| Benchmark is under development. Retail Analog also under development. | |

ORDERING

| | |
|---|--|
| Report/Measurement: | |
| Firm Order Confirmation Timeliness | |
| Definition: | |
| Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a firm order confirmation. | |
| Exclusions: | |
| <ul style="list-style-type: none"> • Rejected LSRs • Partially Mechanized or Non-Mechanized LSRs received and/or FOCd outside of normal business hours. | |
| Business Rules: | |
| <ul style="list-style-type: none"> • Mechanized - The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in LENS, EDI, TAG) until the LSR is processed and appropriate service orders are generated in SOCS. • Partially Mechanized – The elapsed time from receipt of a valid electronically submitted LSR which falls out for manual handling by the LCSC personnel until appropriate service orders are issued by a BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. • Total Mechanized - Combination of Fully Mechanized and Partially Mechanized LSRs • Non-Mechanized - The elapsed time from receipt of a valid LSR (fax receive date and time stamp) until appropriate service orders are issued by BST service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS. • LNP – Under development. | |
| Calculation: | |
| Firm Order Confirmation Timeliness = $\Sigma[(\text{Date and Time of Firm Order Confirmation}) - (\text{Date and Time of Service Request Receipt})] / (\text{Number of Service Requests Confirmed in Reporting Period})$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> • Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized • CLEC Specific • CLEC Aggregate | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ Resale – Residence ➢ Resale – Business ➢ Resale – Design ➢ UNE Design ➢ UNE Non- Design ➢ UNE Loop with and w/o NP ➢ Trunks • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation (MSA) as required by State Commission Order • Mechanized: 0-15 minutes, 15-30 minutes, 30-45 minutes, 45-60 minutes, 60-90 minutes, 90-120 minutes, 120-240 minutes, 4-8 hours, 8-12 hours, 12-16 hours 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours. • Non-mechanized: 0-4 hours, 4-8 hours, 8-12 hours, 12-16 hours, 16-20 hours, 20-24 hours, 24-48 hours, > 48 hours. • Trunks: 0-5 days, 6-8 days, 9-11 days, 12-14 days, 15-17 days, 18-20 days, > 20 days • < 10 and > 10 Circuits/Lines • Average Interval in Days. | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Report Month • Interval for FOC • Total number of LSRs • State and Region | <ul style="list-style-type: none"> • Report Month • Interval for FOC • Total Number of LSRs • State and Region |
| Retail Analog/Benchmark: | |

Benchmark is under development. Retail Analog also under development.

ORDERING

| | |
|--|---|
| Report/Measurement: | |
| Speed of Answer in Ordering Center | |
| Definition: | |
| Measures the average time a customer is in queue. | |
| Exclusions: | |
| None | |
| Business Rules: | |
| The clock starts when the appropriate option is selected (i.e. 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BST service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until the a service representative in BSTs Local Carrier Service Center (LCSC) answers the CLEC call. | |
| Calculation: | |
| $\text{(Total time in seconds to reach the LCSC)} / \text{(Total Number of Calls) in the Reporting Period.}$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.) | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate (Combination of Residence Service Center and Business Service Center data under development.) | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Mechanized tracking through LCSC Automatic Call Distributor | <ul style="list-style-type: none"> • Mechanized tracking through BST Retail center support systems |
| Retail Analog/Benchmark: | |
| For CLEC, Speed of Answer in Ordering Center (LCSC) is comparable to Speed of Answer in BST Business Offices. | |

PROVISIONING

| |
|---|
| Report/Measurement: |
| Mean Held Order Interval & Distribution Intervals |
| Definition: |
| When delays occur in completing CLEC orders, the average period that CLEC orders are held for BST reasons, pending a delayed completion, should be no worse for the CLEC when compared to BST delayed orders. |
| Exclusions: |
| <ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement. Order Activities of BST associated with internal or administrative use of local services. |
| Business Rules: |
| <p>Mean Held Order Interval: This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the committed due date and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval.</p> <p>CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.</p> <p>Held Order Distribution Interval: This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (orders counted in >90 days are also included in >15 days).</p> |
| Calculation: |
| <p>Mean Held Order Interval:</p> $\Sigma (\text{Reporting Period Close Date} - \text{Committed Order Due Date}) / (\text{Number of Orders Pending and Past The Committed Due Date})$ <p>for all orders pending and past the committed due date.</p> <p>Held Order Distribution Interval:</p> $(\# \text{ of Orders Held for } \square 90 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100$ $(\# \text{ of Orders Held for } \square 15 \text{ days}) / (\text{Total } \# \text{ of Orders Pending But Not Completed}) \times 100$ |
| Report Structure: |
| <ul style="list-style-type: none"> CLEC Specific CLEC Aggregate BST Aggregate |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> Product Reporting Levels <ul style="list-style-type: none"> ➤ POTS – Residence ➤ POTS – Business ➤ DESIGN ➤ PBX ➤ CENTREX ➤ ISDN ➤ UNE 2 Wire Loop with NP (Design and Non-Design) ➤ UNE 2 Wire Loop without NP (Design and Non-Design) ➤ UNE Loop Other with NP (Design and Non-Design) ➤ UNE Loop Other without NP (Design and Non-Design) ➤ UNE Other (Design and Non-Design) ➤ Switching (Under development) ➤ Local Transport (Under development) ➤ Combos (Under development) ➤ NP (Under development as separate category) ➤ Local Interconnection Trunks Geographic Scope <ul style="list-style-type: none"> ➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order |

PROVISIONING – (Mean Held Order Interval & Distribution Intervals – Continued)

| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
|---|--|
| <ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Order Submission Date (TICKET_ID) • Committed Due Date (DD) • Service Type(CLASS_SVC_DESC) • Hold Reason • Total line/circuit count (under development) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Committed Due Date • Service Type • Hold Reason • Geographic Scope |
| Retail Analog/Benchmark: | |
| CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time) | |

PROVISIONING

| | |
|---|--|
| Report/Measurement: | |
| Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notice | |
| Definition: | |
| When BST can determine in advance that a committed due date is in jeopardy, it will provide advance notice to the CLEC. | |
| Exclusions: | |
| <ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement Orders held for CLEC end user reasons Orders submitted to BST through non-mechanized methods | |
| Business Rules: | |
| When BST can determine in advance that a committed due date is in jeopardy it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. | |
| Calculation: | |
| Average Jeopardy Interval = $\Sigma [(Date\ and\ Time\ of\ Scheduled\ Due\ Date\ on\ Service\ Order) - (Date\ and\ Time\ of\ Jeopardy\ Notice)] / (Number\ of\ Orders\ Notified\ of\ Jeopardy\ in\ Reporting\ Period)$ Percent of Orders Given Jeopardy Notice = $\Sigma [(Number\ of\ Orders\ Given\ Jeopardy\ Notices\ in\ Reporting\ Period) / (Number\ of\ Orders\ Confirmed\ (due)\ in\ Reporting\ Period)$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> CLEC Specific and CLEC Aggregate BST Aggregate (under development with estimated release date of 8/15/99 for June reporting) | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> Product Reporting Levels <ul style="list-style-type: none"> POTS – Residence POTS – Business DESIGN PBX CENTREX ISDN UNE 2 Wire Loop with NP (Design and Non-Design) UNE 2 Wire Loop without NP (Design and Non-Design) UNE Loop Other with NP (Design and Non-Design) UNE Loop Other without NP (Design and Non-Design) UNE Other (Design and Non-Design) Switching (Under development) Local Transport (Under development) Combos (Under development) NP (Under development as separate category) Local Interconnection Trunks Geographic Scope <ul style="list-style-type: none"> State, Region, and further geographic disaggregation (MSA) as required by State Commission Order | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> <ul style="list-style-type: none"> Report Month CLEC Order Number and PON Date and Time Jeopardy Notice sent Committed Due Date Service Type | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> <ul style="list-style-type: none"> Report Month CLEC Order Number and PON Date and Time Jeopardy Notice sent Committed Due Date Service Type |
| NOTE: Code in parentheses is the corresponding header found in the raw data file. | NOTE: Code in parentheses is the corresponding header found in the raw data file. |
| Retail Analog/Benchmark: | |
| Retail Analog | |

PROVISIONING

| |
|--|
| Report/Measurement: |
| Percent Missed Installation Appointments |
| Definition: |
| "Percent missed installation appointments" monitors the reliability of BST commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BST. |
| Exclusions: |
| <ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • Disconnect (D) & From (F) orders |
| Business Rules: |
| Percent Missed Installation Appointments (MA) is the percentage of total orders processed for which BST is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported separately. A business day is any time period within the same date frame, which means there cannot be a cutoff time for commitments as certain types of orders are, requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select. |
| Calculation: |
| Percent Missed Installation Appointments = Σ (Number of Orders Not Complete by Committed Due Date in Reporting Period) / (Number of Orders Completed in Reporting Period) X 100 |
| Report Structure: |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate |
| Report explanation: The difference between End User MA and Total MA is the result of BST caused misses. Here, Total MA is the total % of orders missed either by BST or CLEC end user and End User MA represents the percentage of orders missed by the end user. |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order |

PROVISIONING (Percent Missed Installation Appointments – Continued)

| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
|---|---|
| <ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON (PON) • Committed Due Date (DD) • Completion Date (CMPLTN DD) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • BST Order Number • Committed Due Date • Completion Date • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope |
| <p>Retail Analog/Benchmark:</p> <p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (under development at this time)</p> | |

PROVISIONING

| |
|--|
| Report/Measurement : |
| Average Completion Interval (OCI) & Order Completion Interval Distribution |
| Definition: |
| The "average completion interval" measure monitors the interval of time it takes BST to provide service for the CLEC or its' own customers. The "Order Completion Interval Distribution" provides the percentage of orders completed within certain time periods. |
| Exclusions: |
| <ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) |
| Business Rules: |
| <p>The actual completion interval is determined for each order processed during the reporting period. The Completion interval is the elapsed time from when the order is electronically entered into SOCS after the FOC on a CLEC order, or the date time stamp receipt into SOCS by BST on retail orders to the order completion date. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed</p> |
| Calculation : |
| <p>Average Completion Interval:</p> $\Sigma [(\text{Completion Date \& Time}) - (\text{Order Issue Date \& Time})] / \Sigma (\text{Count of Orders Completed in Reporting Period})$ <p>Order Completion Interval Distribution:</p> $\Sigma (\text{Service Orders Completed in "X" days}) / (\text{Total Service Orders Completed in Reporting Period}) \times 100$ |
| Report Structure: |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> • Dispatch/No Dispatch categories applicable to all levels except trunks. • Residence & Business reported in day intervals = 0,1,2,3,4, 5, 5+ • UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, 30+ • All Levels are reported <10 line/circuits; >10 line/circuits • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order |

PROVISIONING –

(Average Completion Interval (OCI) & Order Completion Interval Distribution - Continued)

| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
|---|---|
| <ul style="list-style-type: none"> • Report Month • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • Service Type • Geographic Scope |
| <u>RETAIL ANALOG/BENCHMARK</u> | |
| CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Non-UNE Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks-BST UNEs-Retail Analog (under development at this time) | |

PROVISIONING

| |
|--|
| Report/Measurement: |
| Average Completion Notice Interval |
| Definition: |
| The Completion Notice Interval is the elapsed time between the BST reported completion of work and the issuance of a valid completion notice to the CLEC. |
| Exclusions: |
| <ul style="list-style-type: none"> • Non-mechanized Orders • Cancelled Service Orders • Order Activities of BST associated with internal or administrative use of local services • D & F orders |
| Business Rules: |
| Measurement of interval of completion date and time by a field technician on dispatched orders, and 5PM on the due date for non-dispatched orders; to the release of a notice to the CLEC/BST of the completion status. The field technician notifies the CLEC by telephone the work was complete and then he enters the completion information and completion time in his computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order submitted and as the notice is sent electronically, it can only be switched to those orders that were submitted by the CLEC electronically. |
| Calculation: |
| $\Sigma (\text{Date and Time of Notice of Completion}) - (\text{Date and Time of Work Completion}) / (\text{Number of Orders Completed in Reporting Period})$ |
| Report Structure: |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate (in development-expected release date 08/15/99 reporting) |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> • Reporting intervals in Hours: 0-1, 1-2, 2-4, 4-8, 8-12, 12-24, > 24, plus Overall Average Hour Interval • Reported in categories of <10 line/circuits; > 10 line/circuits • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope <ul style="list-style-type: none"> ➢ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order |

PROVISIONING – (Average Completion Notice Interval- Continued)

| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
|---|--|
| <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • Service Order Number • Work Completion Date • Work Completion Time • Completion Notice Availability Date • Completion Notice Availability Time • Service Type • Activity Type • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> |
| Retail Analog/Benchmark: Retail Analog | |

PROVISIONING

| | |
|--|--|
| Report/Measurement: | |
| Coordinated Customer Conversions | |
| Definition: | |
| This category measures the average time it takes BST to disconnect an unbundled loop from the BST switch and cross connect it to a CLEC's equipment. This measurement applies to service orders with and without NP, and where the CLEC has requested BST to provide a coordinated cutover. | |
| Exclusions: | |
| <ul style="list-style-type: none"> Any order canceled by the CLEC will be excluded from this measurement. Delays due to CLEC following disconnection of the unbundled loop Unbundled Loops where there is no existing subscriber loop | |
| Business Rules: | |
| Where the service order includes NP, the interval includes the total time for the cutover including the translation time to place the line back in service on the ported line. The interval is calculated for the entire cutover time for the service order and then divided by items worked in that time to give the average per item interval for each service order. | |
| Calculation: | |
| $\frac{\Sigma [(Completion\ Date\ and\ Time\ for\ Cross\ Connection\ of\ an\ Unbundled\ Loop) - (Disconnection\ Date\ and\ Time\ of\ an\ Unbundled\ Loop)]}{Total\ Number\ of\ Unbundled\ Loop\ Items\ for\ the\ reporting\ period.}$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> CLEC Specific CLEC Aggregate | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> Reported in intervals <=5 minutes; >5,<15 minutes; >15 minutes, plus Overall Average interval Product Reporting Levels <ul style="list-style-type: none"> UNE Loops without NP UNE Loops with NP Geographic Scope <ul style="list-style-type: none"> State, Region, and further geographic disaggregation as required by State Commission Order | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> Report Month CLEC Order Number Committed Due Date (DD) Service Type (CLASS_SVC_DESC) Cutover Start Time Cutover Completion time Portability start and completion times (NP Orders) Total Items <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> No BST Analog Exists |
| Retail Analog/Benchmark: | |
| There is no retail analog for this measurement because it measures cutting loops to the CLEC. Benchmark under development. | |

PROVISIONING

| |
|--|
| Report/Measurement: |
| % Provisioning Troubles within 30 days of Service Order Activity |
| Definition: |
| Percent Provisioning Troubles within 30 days of Installation measures the quality and accuracy of installation activities. |
| Exclusions: |
| <ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (R Orders, Test Orders, etc.) • D & F orders |
| Business Rules: |
| Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion for a trouble report. D & F orders are excluded as there is no subsequent activity following a disconnect. |
| Calculation: |
| $\% \text{ Provisioning Troubles within 30 days of Service Order Activity} = \frac{\sum (\text{Trouble reports on all completed orders } \square \text{ 30 days following service order(s) completion})}{(\text{All Service Orders completed in the calendar month})} \times 100$ |
| Report Structure: |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> • Reported in categories of <10 line/circuits; > 10 line/circuits • Dispatch / No Dispatch • Product Reporting Levels <ul style="list-style-type: none"> ➤ POTS – Residence ➤ POTS – Business ➤ DESIGN ➤ PBX ➤ CENTREX ➤ ISDN ➤ UNE 2 Wire Loop with NP (Design and Non-Design) ➤ UNE 2 Wire Loop without NP (Design and Non-Design) ➤ UNE Loop Other with NP (Design and Non-Design) ➤ UNE Loop Other without NP (Design and Non-Design) ➤ UNE Other (Design and Non-Design) ➤ Switching (Under development) ➤ Local Transport (Under development) ➤ Combos (Under development) ➤ NP (Under development as separate category) ➤ Local Interconnection Trunks ➤ Geographic Scope <ul style="list-style-type: none"> ➤ State, Region, and further geographic disaggregation (MSA) as required by State Commission Order |

PROVISIONING – (% Provisioning Troubles within 30 days of Service Order Activity – Continued)

| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
|--|--|
| <ul style="list-style-type: none"> • Report Month • CLEC Order Number and PON • Order Submission Date(TICKET_ID) • Order Submission Time (TICKET_ID) • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • BST Order Number • Order Submission Date • Order Submission Time • Status Type • Status Notice Date • Standard Order Activity • Geographic Scope |
| <p>Retail Analog/Benchmark:</p> <p>CLEC Residence Resale / BST Residence Retail CLEC Business Resale / BST Business Retail CLEC Design / BST Design CLEC PBX, CENTREX, ISDN/ BST PBX, CENTREX, ISDN Interconnection Trunks-CLEC / Interconnection Trunks –BST UNEs-Retail Analog (Under Development at this time)</p> | |

PROVISIONING

| |
|--|
| Report/Measurement : |
| Total Service Order Cycle Time (TSOCT) (under development 3Q99) |
| Definition: |
| This is a new measurement under development to measure the total service order cycle time from receipt of a valid service order request to the completion of the service order. |
| Exclusions: |
| <ul style="list-style-type: none"> • Canceled Service Orders • Order Activities of BST or the CLEC associated with internal or administrative use of local services (Record Orders, Test Orders, etc.) • D (Disconnect) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address). • "L" Appointment coded orders (where the customer has requested a later than offered interval) • Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes. |
| Business Rules: |
| <p>The interval is determined for each order processed during the reporting period. This measurement combines two reports: FOC (Firm Order Confirmation) with Average Order Completion Interval.</p> <p>This interval starts with the receipt of a valid service order request and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed</p> |
| Calculation : |
| Total Service Order Cycle Time (under development) |
| Report Structure: |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> • ISDN Orders included in Non Design - GA Only • Dispatch/No Dispatch categories applicable to all levels except trunks. • Intervals under development • Product Reporting Levels <ul style="list-style-type: none"> ➢ Interconnection Trunks ➢ POTS – Residence ➢ POTS – Business ➢ DESIGN ➢ PBX ➢ CENTREX ➢ ISDN ➢ UNE 2 Wire Loop with NP (Design and Non-Design) ➢ UNE 2 Wire Loop without NP (Design and Non-Design) ➢ UNE Loop Other with NP (Design and Non-Design) ➢ UNE Loop Other without NP (Design and Non-Design) ➢ UNE Other (Design and Non-Design) ➢ Switching (Under development) ➢ Local Transport (Under development) ➢ Combos (Under development) ➢ NP (Under development as separate category) ➢ Local Interconnection Trunks ➢ Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order |

PROVISIONING – (Total Service Order Cycle Time (TSOCT) – Continued

| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
|--|--|
| <ul style="list-style-type: none"> • Report Month • Interval for FOC • CLEC Company Name • Order Number (PON) • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • CLEC Order Number • Order Submission Date & Time • Order Completion Date & Time • -Service Type • Geographic Scope |
| Retail Analog/Benchmark | |
| Under development (BST retail analog available at this time would be Average Completion Interval) | |

MAINTENANCE & REPAIR

| | |
|---|---|
| Report/Measurement: | |
| Missed Repair Appointments | |
| Definition: | |
| The percent of trouble reports not cleared by the committed date and time. | |
| Exclusions: | |
| <ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with internal or administrative service. • Customer Provided Equipment (CPE) troubles or CLEC Equipment Trouble. | |
| Business Rules: | |
| <p>The negotiated commitment date and time is established when the repair report is received. The cleared time is the date and time that BST personnel clear the trouble and closes the trouble report in his Computer Access Terminal (CAT) or workstation. If this is after the Commitment time, the report is flagged as a "Missed Commitment" or a missed repair appointment. When the data for this measure is collected for BST and a CLEC, it can be used to compare the percentage of the time repair appointments are missed due to BST reasons. Note: Appointment intervals vary with force availability in the POT'S environment. Specials and Trunk intervals are standard interval appointments of no greater than 24 hours.</p> | |
| Calculation: | |
| $\text{Percentage of Missed Repair Appointments} = \frac{\Sigma (\text{Count of Customer Troubles Not Cleared by the Quoted Commitment Date and Time})}{\Sigma (\text{Total Trouble reports closed in Reporting Period})} \times 100$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate | |
| Level of Disaggregation: | |
| <p>ISDN Troubles included in Non-Design – GA ONLY</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS – Residence, Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> • Report Month • CLEC Company Name • Submission Date & Time (TICKET_ID) • Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope | <ul style="list-style-type: none"> • Report Month • BST Company Code • Submission Date & Time • Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope |
| <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | |

MAINTENANCE & REPAIR – (Missed Repair Appointments – Continued)

| Retail Analog/Benchmark |
|---|
| CLEC Residence-Resale / BST Residence-Retail |
| CLEC Business-Resale / BST Business-Retail |
| CLEC Design-Resale / BST Design-Retail |
| CLEC PBX, Centrex, and ISDN Resale/ BST PBX, Centrex, and ISDN Retail |
| CLEC Trunking-Resale / BST Trunking-Retail |
| UNEs - Retail Analog (under development at this time.) |

MAINTENANCE & REPAIR

| | |
|--|---|
| Report/Measurement: | |
| Customer Trouble Report Rate | |
| Definition: | |
| Initial and repeated customer direct or referred troubles reported within a calendar month per 100 lines/ circuits in service. | |
| Exclusions: | |
| <ul style="list-style-type: none"> • Trouble tickets canceled at the CLEC request. • BST trouble reports associated with administrative service. • Customer provided Equipment (CPE) troubles or CLEC equipment troubles. | |
| Business Rules: | |
| Customer Trouble Report Rate is computed by accumulating the number of maintenance initial and repeated trouble reports during the reporting period. The resulting number of trouble reports are divided by the total "number of service" lines, ports or combination of existing for the CLEC's and BST respectively at the end of the report month. | |
| Calculation: | |
| Customer Trouble Report Rate = (Count of Initial and Repeated Trouble Reports in the Current Period) / (Number of Service Access Lines in service at End of the Report Period) X 100 | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate. | |
| Level of Disaggregation: | |
| ISDN Troubles included in Non Design – GA Only <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching , Local Transport, and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> • Report Month • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • # Service Access Lines in Service at the end of period • Geographic Scope | <ul style="list-style-type: none"> • Report Month • BST Company Code • Ticket Submission Date & Time • Ticket Completion Date • Service Type • Disposition and Cause (Non-Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • # Service Access Lines in Service at the end of period • Geographic Scope |
| NOTE: Code in parentheses is the corresponding header found in the raw data file. | |

MAINTENANCE & REPAIR – (Customer Trouble Report Rate – Continued)

Retail Analog/Benchmark:

CLEC Residence-Resale / BST Residence -Retail
CLEC Business-Resale / BST Business-Retail
CLEC Design-Resale / BST Design-Retail
CLEC PBX, Centrex and ISDN Resale/ BST PBX, Centrex, and ISDN Retail
CLEC Trunking-Resale / BST Trunking-Retail
UNEs - Retail Analog (under development at this time)

MAINTENANCE & REPAIR

| |
|--|
| Report/Measurement: |
| Maintenance Average Duration |
| Definition: |
| The Average duration of Customer Trouble Reports from the receipt of the Customer Trouble Report to the time the trouble report is cleared. |
| Exclusions: |
| <ul style="list-style-type: none"> • Trouble reports canceled at the CLEC request • BST trouble reports associated with administrative service • Customer Provided Equipment (CPE) troubles or CLEC Equipment Troubles. • Trouble reports greater than 10 days |
| Business Rules: |
| For Average Duration the clock starts on the date and time of the receipt of a correct repair request. The clock stops on the date and time the service is restored (when the technician completes the trouble ticket on his/her CAT or work system). |
| Calculation: |
| Maintenance Average Duration = $\Sigma(\text{Date and Time of Service Restoration}) - (\text{Date and Time Trouble Ticket was Opened}) / \Sigma(\text{Total Closed Troubles in the reporting period})$ |
| Report Structure: |
| <ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate |
| Level of Disaggregation: |
| <p>ISDN Troubles included in Non Design – GA Only</p> <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS– Residence and Business ➢ Design ➢ PBX, CENTREX, and ISDN ➢ UNE 2 Wire Loop (Design Non – Design) ➢ UNE Loop Other (Design Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area – MSA) |

MAINTENANCE & REPAIR – (Maintenance Average Duration – Continued)

| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
|--|--|
| <ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TIME_ID) • Ticket Completion Date (CMPLTN_DT) • Service Type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket submission Time • Ticket completion Date • Ticket Completion Time • Total Duration Time • Service Type • Disposition and Cause (Non – Design / Non-Special Only) • Trouble Code (Design and Trunking Services) • Geographic Scope |
| <p>Retail Analog/Benchmark:</p> <p>CLEC Residence-Resale / BST Residence-Resale CLEC Business-Resale / BST Business-Retail CLEC Design-Resale / BST Design-Retail CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail CLEC Trunking-Resale /BST Trunking-Retail UNEs - Retail Analog (under development at this time)</p> | |

MAINTENANCE & REPAIR

| | |
|---|---|
| Report/Measurement: | |
| Percent Repeat Troubles within 30 Days | |
| Definition: | |
| Trouble reports on the same line/circuit as a previous trouble report received within 30 calendar days as a percent of total troubles reported. | |
| Exclusions: | |
| <ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. | |
| Business Rules: | |
| Includes Customer trouble reports received within 30 days of an original Customer trouble report. | |
| Calculation: | |
| Percentage of Missed Repair Appointments = (Count of Customer Troubles where more than one trouble report was logged for the same service line within a continuous 30 days) / (Total Trouble Reports Closed in Reporting Period) X 100 | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate | |
| Level of Disaggregation: | |
| ISDN Troubles included in Non Design – GA Only <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX, CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> • Report Month • Total Tickets (LINE_NBR) • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Total and Percent Repeat Trouble Reports within 30 Days (TOT_REPEAT) • Service Type • Disposition and Cause (CAUSE_CD & CAUSE_DESC) • Geographic Scope <p>NOTE: Code parentheses is the corresponding header format found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission Time • Ticket Completion Date • Ticket Completion Time • Total and Percent Repeat Trouble Reports within 30 Days • Service Type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope |

MAINTENANCE & REPAIR – (Percent Repeat Troubles within 30 Days - Continued)

| |
|--|
| Retail Analog/Benchmark: |
| CLEC Residence-Resale / BST Residence-Retail |
| CLEC Business- Resale / BST Business-Retail |
| CLEC Design-Resale / BST Design-Retail |
| CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail |
| CLEC Trunking-Resale / BST Trunking-Retail |
| UNEs - Retail Analog (under development at this time) |

MANTENANCE & REPAIR

| | |
|--|---|
| Report/Measurement: | |
| Out of Service (OOS) > 24 Hours | |
| Definition: | |
| For Out of Service Troubles (no dial tone, cannot be called or cannot call out) the percentage of troubles cleared in excess of 24 hours. (All design services are considered to be out of service.) | |
| Exclusions: | |
| <ul style="list-style-type: none"> • Trouble Reports canceled at the CLEC request • BST Trouble Reports associated with administrative service • Customer Provided Equipment (CPE) Troubles or CLEC Equipment Troubles. | |
| Business Rules: | |
| Customer Trouble reports that are out of service and cleared in excess of 24 hours. The clock begins when the trouble report is created in LMOS and the trouble is counted if the time exceeds 24 hours. | |
| Calculation: | |
| $\text{Out of Service (OOS) > 24 hours} = \left(\frac{\text{Total Troubles OOS > 24 Hours}}{\text{Total OOS Troubles in Reporting Period}} \right) \times 100$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Specific • BST Aggregate • CLEC Aggregate. | |
| Level of Disaggregation: | |
| ISDN Troubles included in Non Design – GA Only <ul style="list-style-type: none"> • Product Reporting Levels <ul style="list-style-type: none"> ➢ POTS Residence and Business ➢ Design ➢ PBX and CENTREX and ISDN ➢ UNE 2 Wire Loop (Design and Non – Design) ➢ UNE Loop Other (Design and Non – Design) ➢ UNE Other (Design and Non – Design) ➢ Switching, Local Transport and Combos (under development) ➢ Local Interconnection Trunks • Dispatch/No Dispatch categories applicable to all product levels • Geographic Scope <ul style="list-style-type: none"> ➢ State, Region and further geographic disaggregation as required by State Commission Order (e.g. Metropolitan Service Area - MSA) | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> • Report Month • Total Tickets • CLEC Company Name • Ticket Submission Date & Time (TICKET_ID) • Ticket Completion Date (CMPLTN_DT) • Percentage of Customer Troubles out of Service > 24 Hours (OOS>24_FLAG) • Service type (CLASS_SVC_DESC) • Disposition and Cause (CAUSE_CD & CAUSE-DESC) • Geographic Scope <p>NOTE: Code in parentheses is the corresponding header found in the raw data file.</p> | <ul style="list-style-type: none"> • Report Month • Total Tickets • BST Company Code • Ticket Submission Date • Ticket Submission time • Ticket Completion Date • Ticket Completion Time • Percent of Customer Troubles out of Service > 24 Hours • Service type • Disposition and Cause (Non – Design/ Non-Special only) • Trouble Code (Design and Trunking Services) • Geographic Scope |

MANTENANCE & REPAIR – (Out of Service (OOS) > 24 Hours – Continued)

Retail Analog/Benchmark:

- CLEC Residence-Resale / BST Residence- Retail
- CLEC Business- Resale / BST Business-Retail
- CLEC Design-Resale / BST Design-Retail
- CLEC PBX, Centrex and ISDN Resale / BST PBX, Centrex and ISDN Retail
- CLEC Trunking-Resale /BST Trunking- Retail
- UNES Retail Analog (under development at this time.)

MAINTENANCE & REPAIR

| | |
|---|---|
| Report/Measurement: | |
| OSS Interface Availability | |
| Definition: | |
| The percentage of time the OSS Interface is functionally available compared to scheduled availability. Availability percentage for the CLEC and BST interface systems and for the legacy systems accessed by them are captured. | |
| Exclusions: | |
| None | |
| Business Rules: | |
| This measure is designed to compare the OSS availability versus scheduled availability of BST's legacy systems. | |
| Calculation: | |
| $\text{OSS Interface Availability} = \frac{(\text{Actual System Functional Availability})}{(\text{Actual planned System Availability})} \times 100$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Aggregate • BST Aggregate • BST/CLEC | |
| Level of Disaggregation: | |
| Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> • Availability of CLEC TAFI • Availability of LMOS HOST, MARCH and SOCS • CRIS, PREDICTOR, LNP, and OSPCCM (under development at this time) | <ul style="list-style-type: none"> • Availability of BST TAFI • Availability of LMOS HOST, MARCH and SOCS |
| Retail Analog/Benchmark: | |
| Parity by design; Retail Analog | |

MAINTENANCE & REPAIR

| | |
|--|--|
| Report/Measurement: | |
| OSS Response Interval and Percentages | |
| Definition: | |
| The response intervals are determined by subtracting the time a request is received on the BST side of the interface until the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories. | |
| Exclusions: | |
| Queries received during scheduled system maintenance time. | |
| Business Rules: | |
| This measure is designed to monitor the time required for the CLEC and BST interface system to obtain from BST's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received and the clock stops when the response has been transmitted through that same point to the requester. | |
| Calculation: | |
| $\text{OSS Response Interval} = (\text{Query Response Date and Time for Category "X"} - (\text{Query Request Date and Time for Category "X"})) / (\text{Number of Queries Submitted in the Reporting Period})$ where, "X" is 0-4, ≥ 4 to 10, ≥ 10 , ≥ 30 seconds. | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC • BST Residence • BST Business (BST Total is under development at this time) by interface for each legacy system and function as appropriate. | |
| Level of Disaggregation: | |
| Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> • CLEC Transaction Intervals | <ul style="list-style-type: none"> • BST Business and Residence transaction Intervals |
| Retail Analog/Benchmark: | |
| Retail Analog | |
| Audit Verification | |

MAINTENANCE & REPAIR

| | |
|--|---|
| Report/Measurement: | |
| Average Answer Time – Repair Centers | |
| Definition: | |
| This measure demonstrates an average response time for the CLEC representative to contact a BST representative. The average time a CLEC Rep is in queue waiting for the LCSC or UNE Center Rep to answer. | |
| Exclusions: | |
| None | |
| Business Rules: | |
| This measure is designed to measure the time required for CLEC & BST from the time of the ACD choice to the time of being answered. The clock starts when the CLEC Rep makes a choice to be put in queue for the next repair attendant and the clock stops when the repair attendant answers the call. | |
| Level of Disaggregation: | |
| Region. CLEC/BST Service Centers and BST Repair Centers are regional. | |
| Calculation: | |
| Average Answer Time for BST's Repair Centers = (Time BST Repair Attendant Answers Call) – (Time of entry into queue until ACD Selection) / (Total number of calls by reporting period) | |
| Report Structure: | |
| <ul style="list-style-type: none"> CLEC Aggregate BST/CLEC Aggregate | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> CLEC Average Answer Time | <ul style="list-style-type: none"> BST Average Answer Time |
| Retail Analog/Benchmark: | |
| Retail Analog | |
| Audit Verification | |

BILLING

| | |
|--|---|
| Report/Measurement: | |
| Invoice Accuracy | |
| Definition: | |
| This measure provides the percentage accuracy of the billing invoices rendered to CLECs during the current month. | |
| Exclusions: | |
| <ul style="list-style-type: none"> Adjustments not related to billing errors (e.g., credits for service outage, special promotion credits, adjustments to satisfy the customer). | |
| Business Rules: | |
| The accuracy of billing invoices delivered by BST to the CLEC must enable them to provide a degree of billing accuracy comparative to BST bills rendered to retail customers. BST CLECs request adjustments on bills determined to be incorrect. The BellSouth Billing verification process includes manually analyzing a sample of local bills from each bill period. This bill verification process draws from a mix of different customer billing options and types of service. An end-to-end process is performed for new products and services. Internal measurements and controls are maintained on all billing processes. | |
| Calculation: | |
| $\text{Invoice Accuracy} = (\text{Total Billed Revenues during current month}) - (\text{Billing Related Adjustments during current month}) / \text{Total Billed Revenues during current month} \times 100$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> CLEC Specific CLEC Aggregate BST Aggregate | |
| Level of Disaggregation : | |
| <ul style="list-style-type: none"> Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection Geographic Scope <ul style="list-style-type: none"> ➢ Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> Report Month Invoice Type <ul style="list-style-type: none"> ➢ Total Billed Revenue Billing Related Adjustments | <ul style="list-style-type: none"> Report Month Invoice Type <ul style="list-style-type: none"> ➢ CRIS ➢ CABS Total Billed Revenue Billing Related Adjustments |
| Retail Analog/Benchmark | |
| Retail Analog | |

BILLING

| | |
|--|--|
| Report/Measurement: | |
| Mean Time to Deliver Invoices | |
| Definition: | |
| This measure provides the mean interval for billing invoices | |
| Exclusions: | |
| Any invoices rejected due to formatting or content errors. | |
| Business Rules: | |
| Measures the mean interval for timeliness of billing records delivered to CLECs in an agreed upon format. CRIS-based invoices are measured in business days, and CABS-based invoices in calendar days. | |
| Calculation: | |
| $\text{Mean Time To Deliver Invoices} = \frac{\sum [(\text{Invoice Transmission Date}) - (\text{Close Date of Scheduled Bill Cycle})]}{(\text{Count of Invoices Transmitted in Reporting Period})}$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope <ul style="list-style-type: none"> ➢ Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> ➢ • Invoice Transmission Count • Date of Scheduled Bill Close | <ul style="list-style-type: none"> • Report Month • Invoice Type <ul style="list-style-type: none"> ➢ CRIS ➢ CABS • Invoice Transmission Count • Date of Scheduled Bill Close |
| Retail Analog/Benchmark: | |
| CRIS-based invoices will be released for delivery within six (6) business days CABS-based invoices will be released for delivery within eight (8) calendar days. | |

BILLING

| | |
|---|---|
| Report/Measurement: | |
| Usage Data Delivery Accuracy | |
| Definition: | |
| This measurement captures the percentage of recorded usage and recorded usage data packets transmitted error free and in an agreed upon format to the appropriate CLEC, as well as a parity measurement against BST Data Packet Transmission. | |
| Exclusions: | |
| None | |
| Business Rules: | |
| The accuracy of usage records delivered by BST to the CLEC must provide CLECs with the opportunity to deliver bills at least as accurate as those delivered by BST. | |
| Calculations: | |
| $\text{Usage Data Delivery Accuracy} = \Sigma [(\text{Total number of usage data packs sent during current month}) - (\text{Total number of usage data packs requiring retransmission during current month})] / (\text{Total number of usage data packs sent during current month}) \times 100$ | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> • Product / Invoice Type <ul style="list-style-type: none"> ➢ Resale ➢ UNE ➢ Interconnection • Geographic Scope <ul style="list-style-type: none"> ➢ Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non BellSouth Recorded | <ul style="list-style-type: none"> • Report Month • Record Type |
| Retail Analog/Benchmark: | |
| Retail Analog | |

BILLING

| | |
|---|---|
| Report/Measurement: | |
| Usage Data Delivery Completeness | |
| Definition: | |
| This measurement provides percentage of complete and accurately recorded usage data (usage recorded by BellSouth and usage recorded by other companies and sent to BST for billing) that is processed and transmitted to the CLEC within thirty (30) days of the message recording date. A parity measure is also provided showing completeness of BST messages processed and transmitted via CMDS. BellSouth delivers its own retail usage from recording location to billing location via CMDS as well as delivering billing data to other companies. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report. | |
| Exclusions: | |
| None | |
| Business Rules: | |
| The purpose of these measurements is to demonstrate the level of quality of usage data delivered to the appropriate CLEC. Method of delivery is at the option of the CLEC. | |
| Calculation: | |
| Usage Data Delivery Completeness = $\Sigma(\text{Total number of Recorded usage records delivered during the current month that are within thirty (30) days of the message recording date}) / \Sigma(\text{Total number of Recorded usage records delivered during the current month}) \times 100$ | |
| <u>REPORT STRUCTURE</u> | |
| <ul style="list-style-type: none"> • CLEC Specific • CLEC Aggregate • BST Aggregate | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> ➤ <ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➤ Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➤ BellSouth Recorded ➤ Non BellSouth Recorded | <ul style="list-style-type: none"> • Report Monthly • Record Type |
| Retail Analog/Benchmark: | |
| Retail Analog | |

BILLING

| | |
|--|---|
| Report/Measurement: | |
| Usage Data Delivery Timeliness | |
| Definition: | |
| This measurement provides percentage of recorded usage data (usage recorded by BST and usage recorded by other companies and sent to BST for billing) that is delivered to the appropriate CLEC within six (6) calendar days from the receipt of the initial recording. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMDS. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report. | |
| Exclusions: | |
| None | |
| Business Rules: | |
| The purpose of this measurement is to demonstrate the level of timeliness for processing and transmission of usage data delivered to the appropriate CLEC. The usage data will be mechanically transmitted or mailed to the CLEC data processing center once daily. The Timeliness interval of usage recorded by other companies is measured from the date BST receives the records to the date BST distributes to the CLEC. Method of delivery is at the option of the CLEC. | |
| Calculation: | |
| Usage Data Delivery Timeliness = Σ (Total number of usage records sent within six (6) calendar days from initial recording/receipt) / Σ (Total number of usage records sent) X 100 | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> • • Geographic Scope <ul style="list-style-type: none"> ➢ Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non-BellSouth Recorded | <ul style="list-style-type: none"> • Report Monthly • Record Type |
| Retail Analog/Benchmark: | |
| Retail Analog | |

BILLING

| | |
|--|---|
| Report/Measurement: | |
| Mean Time to Deliver Usage | |
| Definition: | |
| This measurement provides the average time it takes to deliver Usage Records to a CLEC. A parity measure is also provided showing timeliness of BST messages processed and transmitted via CMD5. Timeliness, Completeness and Mean Time to Deliver Usage measures are reported on the same report. | |
| Exclusions: | |
| None | |
| Business Rules: | |
| The purpose of this measurement is to demonstrate the average number of days it takes to deliver Usage data to the appropriate CLEC. Usage data is mechanically transmitted or mailed to the CLEC data processing center once daily. Method of delivery is at the option of the CLEC. | |
| Calculation: | |
| Mean Time to Deliver Usage = Σ (Record volume X estimated number of days to deliver the Usage Record) / total record volume | |
| Report Structure: | |
| <ul style="list-style-type: none"> • CLEC Aggregate • CLEC Specific • BST Aggregate | |
| Level of Disaggregation: | |
| <ul style="list-style-type: none"> • Geographic Scope <ul style="list-style-type: none"> ➢ Region | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE:</u> | <u>DATA RETAINED RELATING TO BST PERFORMANCE:</u> |
| <ul style="list-style-type: none"> • Report Month • Record Type <ul style="list-style-type: none"> ➢ BellSouth Recorded ➢ Non-BellSouth Recorded | <ul style="list-style-type: none"> • Report Monthly • Record Type |
| Retail Analog/Benchmark: | |
| Retail Analog | |

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

| |
|--|
| Report/Measurement: |
| Speed to Answer Performance/Average Speed to Answer – Toll |
| Definition: |
| Measurement of the average time in seconds calls wait before answered by a toll operator. |
| Exclusions: |
| Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within “X” seconds is determined. |
| Business Rules: |
| The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers. |
| Calculation: |
| The Average Speed to Answer for toll is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The “total call waiting seconds” is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The “total calls served” is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services toll centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate. |
| Report Structure: |
| Reported for the aggregate of BST and CLECs |
| <ul style="list-style-type: none"> • State |
| Level of Disaggregation: |
| None |
| <u>DATA RETAINED (ON AGGREGATE BASIS)</u> |
| For the items below, BST’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. |
| <ul style="list-style-type: none"> • Month • Call Type (Toll) • Average Speed of Answer |
| Retail Analog/Benchmark |
| Parity by Design |

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

| |
|--|
| Report/Measurement: |
| Speed to Answer Performance/Percent Answered within "X" Seconds – Toll |
| Definition: |
| Measurement of the percent of toll calls that are answered in less than "X" seconds. The number of seconds represented by "X" is thirty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission. |
| Exclusions: |
| Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined. |
| Business Rules: |
| The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers. |
| Calculation: |
| The Percent Answered within "X" Seconds measurement for toll is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates. |
| Report Structure: |
| Reported for the aggregate of BST and CLECs |
| <ul style="list-style-type: none"> State |
| Level of Disaggregation: |
| None |
| <u>DATA RETAINED (ON AGGREGATE BASIS)</u> |
| For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. |
| <ul style="list-style-type: none"> Month Call Type (Toll) Average Speed of Answer |
| Retail Analog/Benchmark |
| Parity by Design |

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

| |
|--|
| Report/Measurement: |
| Speed to Answer Performance/Average Speed to Answer – Directory Assistance (DA) |
| Definition: |
| Measurement of the average time in seconds calls wait before answer by a DA operator. |
| Exclusions: |
| Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within “X” seconds is determined. |
| Business Rules: |
| The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers. |
| Calculation: |
| The Average Speed to Answer for DA is calculated by using data from monthly system measurement reports taken from the centralized call routing switches. The “total call waiting seconds” is a sub-component of this measure which BST systems calculate by monitoring the number of calls in queue throughout the day multiplied by the time (in seconds) between monitoring events. The “total calls served” is the other sub-component of this measure, which BST systems record as the total number of calls handled by Operator Services DA centers. Since calls abandoned are not reflected in the calculation, the percent answered within the required timeframe is determined by using conversion tables with input for the abandonment rate. |
| Report Structure: |
| Reported for the aggregate of BST and CLECs |
| <ul style="list-style-type: none"> State |
| Level of Disaggregation: |
| None |
| <u>DATA RETAINED (ON AGGREGATE BASIS)</u> |
| For the items below, BST’s Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. |
| <ul style="list-style-type: none"> Month Call Type (DA) Average Speed of Answer |
| Retail Analog/Benchmark |
| Parity by Design |

OPERATOR SERVICES AND DIRECTORY ASSISTANCE

| |
|--|
| Report/Measurement: |
| Speed to Answer Performance/Percent Answered within "X" Seconds – Directory Assistance (DA) |
| Definition: |
| Measurement of the percent of DA calls that are answered in less than "X" seconds. The number of seconds represented by "X" is twenty, except where a different regulatory benchmark has been set against the Average Speed to Answer by a State Commission. |
| Exclusions: |
| Calls abandoned by customers are not reflected in the average speed to answer but are reflected in the conversion tables where the percent answered within "X" seconds is determined. |
| Business Rules: |
| The call waiting measurement scan starts when the customer enters the queue and ends when a BST representative answers the call. The average speed to answer is determined by measuring and accumulating the seconds of wait time from the entry of a customer into the BST call management system queue until the customer is transferred to a BST representative. No distinction is made between CLEC customers and BST customers. |
| Calculation: |
| The Percent Answered within "X" Seconds measurement for DA is derived by using the BellCore Statistical Answer Conversion Tables, to convert the Average Speed to Answer measure into a percent of calls answered within "X" seconds. The BellCore Conversion Tables are specific to the defined parameters of work time, number of operators, max queue size and call abandonment rates. |
| Report Structure: |
| Reported for the aggregate of BST and CLECs |
| <ul style="list-style-type: none"> State |
| Level of Disaggregation: |
| None |
| DATA RETAINED (ON AGGREGATE BASIS) |
| For the items below, BST's Performance Measurement Analysis Platform (PMAP) receives a final computation; therefore, no raw data file is available in PMAP. |
| <ul style="list-style-type: none"> Month Call Type (DA) Average Speed of Answer |
| Retail Analog/Benchmark |
| Parity by Design |

E911

| |
|--|
| Report/M Measurement: |
| E911/Timeliness |
| Definition: |
| Measures the percentage of batch orders for E911 database updates (to CLEC resale and BST retail records) processed successfully within a 24-hour period. |
| Exclusions: |
| <ul style="list-style-type: none"> Any resale order canceled by a CLEC Facilities-based CLEC orders |
| Business Rules: |
| The 24-hour processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing batch orders extracted from BST's Service Order Communication System (SOCS). Processing stops when SCC loads the individual records to the E911 database. No distinctions are made between CLEC resale records and BST retail records. |
| Calculation: |
| $\text{E911 Timeliness} = \Sigma (\text{Number of batch orders processed within 24 hours} \div \text{Total number of batch orders submitted}) \times 100$ |
| Report Structure: |
| Reported for the aggregate of CLEC resale updates and BST retail updates |
| <ul style="list-style-type: none"> State Region |
| Levels of Disaggregation: |
| None |
| DATA RETAINED |
| <ul style="list-style-type: none"> Report month Aggregate data |
| Retail Analog/Benchmark |
| Parity by Design |

E911

| |
|---|
| Report/Measurement: |
| E911/Accuracy |
| Definition: |
| Measures the individual E911 telephone number (TN) record updates (to CLEC resale and BST retail records) processed successfully for E911 with no errors. |
| Exclusions: |
| <ul style="list-style-type: none"> Any resale order canceled by a CLEC Facilities-based CLEC orders |
| Business Rules: |
| Accuracy is based on the number of records processed without error at the conclusion of the processing cycle. Mechanical processing starts when SCC (BST's E911 vendor) receives E911 files containing telephone number (TN) records extracted from BST's Service Order Communication System (SOCS). No distinctions are made between CLEC resale records and BST retail records. |
| Calculation: |
| $\text{E911 Accuracy} = \frac{\Sigma(\text{Number of record individual updates processed with no errors} \div \text{Total number of individual record updates}) \times 100}{1}$ |
| Report Structure: |
| Reported for the aggregate of CLEC resale updates and BST retail updates |
| <ul style="list-style-type: none"> State Region |
| Level of Disaggregation: |
| None |
| DATA RETAINED |
| <ul style="list-style-type: none"> Report month Aggregate data |
| Retail Analog/Benchmark |
| Parity by Design |

E911

| |
|--|
| Report/Measurement: |
| E911/Mean Interval |
| Definition: |
| Measures the mean interval processing of E911 batch orders (to update CLEC resale and BST retail records). |
| Exclusions: |
| <ul style="list-style-type: none"> Any resale order canceled by a CLEC Facilities-based CLEC orders |
| Business Rules: |
| The processing period is calculated based on the date and time processing starts on the batch orders and the date and time processing stops on the batch orders. Data is posted in 4-hour increments up to and beyond 24 hours. No distinctions are made between CLEC resale records and BST retail records. |
| Calculation: |
| $\text{E911 Mean Interval} = \frac{\text{(Date and time of batch order completion - Date and time of batch order submission)}}{\text{(Number of batch orders completed)}}$ |
| Report Structure: |
| Reported for the aggregate of CLEC resale updates and BST retail updates |
| <ul style="list-style-type: none"> State Region |
| Level of Disaggregation: |
| None |
| <u>DATA RETAINED (ON AGGREGATE BASIS)</u> |
| <ul style="list-style-type: none"> Report month Aggregate data |
| Retail Analog/Benchmark |
| Parity by Design |

TRUNK GROUP PERFORMANCE

| | |
|--|---|
| Report/Measurement: | |
| Trunk Group Service Report | |
| Definition: | |
| A report of the percent blocking above the Measured Blocking Threshold (MBT) on all final trunk groups between CLEC Points of Termination and BST end offices or tandems. | |
| Exclusions: | |
| <ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups | |
| Business Rules: | |
| Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDIS/TK), a Telcordia (BellCore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%. | |
| Calculation: | |
| Measured blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100 | |
| Report Structure: | |
| <ul style="list-style-type: none"> • BST Aggregate <ul style="list-style-type: none"> ➢ CTTG ➢ Local • CLEC Aggregate <ul style="list-style-type: none"> ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk • CLEC Specific <ul style="list-style-type: none"> ➢ BST Administered CLEC Trunk ➢ CLEC Administered CLEC Trunk | |
| Level of Disaggregation: | |
| State | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT | <ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT |
| Retail Analog/Benchmark: | |
| Retail Analog | |

TRUNK GROUP PERFORMANCE

| | |
|--|---|
| Report/Measurement: | |
| Trunk Group Service Detail | |
| Definition: | |
| A detailed list of all final trunk groups between CLEC Points of Presence and BST end offices or tandems, and the actual blocking performance when the blocking exceeds the Measured Blocking Threshold (MBT) for the trunk groups. | |
| Exclusions: | |
| <ul style="list-style-type: none"> • Trunk groups for which valid traffic data is not available • High use trunk groups | |
| Business Rules: | |
| Traffic trunking data measurements are validated and processed by the Total Network Data System/Trunking (TNDIS/TK), a Telcordia (Bellcore) supported application, on an hourly basis for Average Business Days (Monday through Friday). The traffic load sets, including offered load and observed blocking ratio (calls blocked divided by calls attempted), are averaged for a 20 day period, and the busy hour is selected. The busy hour average data for each trunk group is captured for reporting purposes. Although all trunk groups are available for reporting, the report highlight those trunk groups with blocking greater than the Measured Blocking Threshold (MBT) and the number of consecutive monthly reports that the trunk group blocking has exceeded the MBT. The MBT for CTTG is 2% and the MBT for all other trunk groups is 3%. | |
| Calculation: | |
| Measured Blocking = (Total number of blocked calls) / (Total number of attempted calls) X 100 | |
| Report Structure: | |
| <ul style="list-style-type: none"> • BST Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ End Office ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks | <ul style="list-style-type: none"> • CLEC Specific <ul style="list-style-type: none"> ➢ Traffic Identity ➢ TGSN ➢ Tandem ➢ CLEC POT ➢ Description ➢ Observed Blocking ➢ Busy Hour ➢ Number Trunks ➢ Valid study days ➢ Number reports ➢ Remarks |
| Level of Disaggregation: | |
| State | |
| <u>DATA RETAINED RELATING TO CLEC EXPERIENCE</u> | <u>DATA RETAINED RELATING TO BST EXPERIENCE</u> |
| <ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports | <ul style="list-style-type: none"> • Report month • Total trunk groups • Total trunk groups for which data is available • Trunk groups with blocking greater than the MBT • Percent of trunk groups with blocking greater than the MBT • Traffic identity, TGSN, end points, description, busy hour, valid study days, number reports |
| Retail Analog/Benchmark: | |
| Retail Analog | |

COLLOCATION

| |
|---|
| Report/Measurement: |
| Collocation/Average Response Time |
| Definition: |
| Measures the average time (counted in business days) from the receipt of a complete and accurate collocation application (including receipt of application fees) to the date BellSouth responds in writing. |
| Exclusions: |
| <ul style="list-style-type: none"> • Requests to augment previously completed arrangements • Any application cancelled by the CLEC |
| Business Rules: |
| The clock starts on the date that BST receives a complete and accurate collocation application accompanied by the appropriate application fee. The clock stops on the date that BST returns a response. The clock will restart upon receipt of changes to the original application request. |
| Calculation: |
| Average Response Time = $\Sigma(\text{Request Response Date}) - (\text{Request Submission Date}) / \text{Count of Responses}$ Returned within Reporting Period. |
| Report Structure: |
| <ul style="list-style-type: none"> • Individual CLEC (alias) aggregate • Aggregate of all CLECs |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> • State, Region and further geographic disaggregation as required by State Commission Order • Virtual • Physical |
| DATA RETAINED: |
| <ul style="list-style-type: none"> • Report period • Aggregate data |
| Retail Analog/Benchmark: |
| Under development |

COLLOCATION

| |
|---|
| Report/Measurement: |
| Collocation/Average Arrangement Time |
| Definition: |
| Measures the average time (counted in business days) from the receipt of a complete and accurate Bona Fide firm order (including receipt of appropriate fee) to the date BST completes the collocation arrangement. |
| Exclusions: |
| <ul style="list-style-type: none"> Any Bona Fide firm order cancelled by the CLEC Bona Fide firm orders to augment previously completed arrangements Time for BST to obtain permits Time during which the collocation contract is being negotiated |
| Business Rules: |
| The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops upon submission of the permit request and restarts upon receipt of the approved permit. Changes (affecting the provisioning interval or capital expenditures) that are submitted while provisioning is in progress may alter the completion date. The clock stops on the date that BST completes the collocation arrangement. |
| Calculation: |
| Average Arrangement Time = $\Sigma(\text{Date Collocation Arrangement is Complete}) - (\text{Date Order for Collocation Arrangement Submitted}) / \text{Total Number of Collocation Arrangements Completed during Reporting Period.}$ |
| Report Structure: |
| <ul style="list-style-type: none"> Individual CLEC (alias) aggregate Aggregate of all CLECs |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> State, Region and further geographic disaggregation as required by State Commission Order Virtual Physical |
| DATA RETAINED: |
| <ul style="list-style-type: none"> Report period Aggregate data |
| Retail Analog/Benchmark: |
| Under development |

COLLOCATION

| |
|--|
| Report/Measurement: |
| Collocation/Percent of Due Dates Missed |
| Definition: |
| Measures the percent of missed due dates for collocation arrangements. |
| Exclusions: |
| <ul style="list-style-type: none"> Any Bona Fide firm order cancelled by the CLEC Bona Fide firm orders to augment previously completed arrangements Time for BST to obtain permits Time during which the collocation contract is being negotiated |
| Business Rules: |
| The clock starts on the date that BST receives a complete and accurate Bona Fide firm order accompanied by the appropriate fee. The clock stops on the date that BST completes the collocation arrangement. |
| Calculation: |
| $\% \text{ of Due Dates Missed} = \Sigma (\text{Number of Orders not completed w/i ILEC Committed Due Date during Reporting Period}) / \text{Number of Orders Completed in Reporting Period} \times 100$ |
| Report Structure: |
| <ul style="list-style-type: none"> Individual CLEC (alias) aggregate Aggregate of all CLECs |
| Level of Disaggregation: |
| <ul style="list-style-type: none"> State, Region and further geographic disaggregation as required by State Commission Order Virtual Physical |
| DATA RETAINED: |
| <ul style="list-style-type: none"> Report period Aggregate data |
| Retail Analog/Benchmark: |
| Under development |

APPENDIX A: REPORTING SCOPE*

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

Appendix A: Reporting Scope

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

* Scope is report, data source and system dependent, and, therefore, will differ with each report.

APPENDIX B: GLOSSARY OF ACRONYMS AND TERMS

| | | |
|----------|---------------------------|--|
| A | ACD | Automatic Call Distributor - A service that provides status monitoring of agents in a call center and routes high volume incoming telephone calls to available agents while collecting management information on both callers and attendants. |
| | AGGREGATE | Sum total of all items in like category, e.g. CLEC aggregate equals the sum total of all CLECs' data for a given reporting level. |
| | ASR | Access Service Request - A request for access service terminating delivery of carrier traffic into a Local Exchange Carrier's network. |
| | ATLAS | Application for Telephone Number Load Administration System - The BellSouth Operations System used to administer the pool of available telephone numbers and to reserve selected numbers from the pool for use on pending service requests/service orders. |
| | ATLASTN | ATLAS software contract for Telephone Number |
| B | AUTO CLARIFICATION | The number of LSRs that were electronically rejected from LESOG and electronically returned to the CLEC for correction. |
| | BILLING | The process and functions by which billing data is collected and by which account information is processed in order to render accurate and timely billing. |
| | BOCRIS | Business Office Customer Record Information System - A front-end presentation manager used by BellSouth organizations to access the CRIS database. |
| | BRC | Business Repair Center - The BellSouth Business Systems trouble receipt center which serves large business and CLEC customers. |
| | BST | BellSouth Telecommunications, Inc. |
| C | CKTID | A unique identifier for elements combined in a service configuration |
| | CLEC | Competitive Local Exchange Carrier |
| | CMDS | Centralized Message Distribution System - BellCore administered national system used to transfer specially formatted messages among companies. |
| | COFFI | Central Office Feature File Interface - A BellSouth Operations System database which maintains Universal Service Order Code (USOC) information based on current tariffs. |

Appendix B: Glossary of Acronyms and Terms - Continued

| | | |
|----------|--------------------------------|--|
| C | COFIUSOC | COFFI software contract for feature/service information |
| | CRIS | Customer Record Information System - The BellSouth proprietary corporate database and billing system for non-access customers and services. |
| | CRSACCTS | CRIS software contract for CSR information |
| | CSR | Customer Service Record |
| | CTTG | Common Transport Trunk Group - Final trunk groups between BST & Independent end offices and the BST access tandems. |
| D | DESIGN | Design Service is defined as any Special or Plain Old Telephone Service Order which requires BellSouth Design Engineering Activities |
| | DISPOSITION & CAUSE | Types of trouble conditions, e.g. No Trouble Found, Central Office Equipment, Customer Premises Equipment, etc. |
| | DLETH | Display Lengthy Trouble History - A history report that gives all activity on a line record for trouble reports in LMOS |
| | DLR | Detail Line Record - All the basic information maintained on a line record in LMOS, e.g. name, address, facilities, features etc. |
| | DOE | Direct Order Entry System - An internal BellSouth service order entry system used by BellSouth Service Representatives to input business service orders in BellSouth format. |
| | DSAP | DOE (Direct Order Entry) Support Application - The BellSouth Operations System which assists a Service Representative or similar carrier agent in negotiating service provisioning commitments for non-designed services and UNEs. |
| | DSAPDDI | DSAP software contract for schedule information |
| E | E911 | Provides callers access to the applicable emergency services bureau by dialing a 3-digit universal telephone number. |
| | EDI | Electronic Data Interchange - The computer-to-computer exchange of inter and/or intra company business documents in a public standard format. |
| F | FATAL REJECT | The number of LSRs that were electronically rejected from LEO, which checks to see if the LSR has all the required fields correctly populated |
| | FLOW-THROUGH | In the context of this document, LSRs submitted electronically via the CLEC mechanized ordering process that flow through to the BST OSS without manual or human intervention. |
| | FOC | Firm Order Confirmation - A notification returned to the CLEC confirming that the LSR has been received and accepted, including the specified commitment date. |

Appendix B: Glossary of Acronyms and Terms - Continued

| | | |
|----------|---------------------------------|---|
| G | | |
| H | HAL | "Hands Off" Assignment Logic - Front end access and error resolution logic used in interfacing BellSouth Operations Systems such as ATLAS, BOCRIS, LMOS, PSIMS, RSAG and SOCS. |
| | HALCRIS | HAL software contract for CSR information |
| I | ISDN | Integrated Services Digital Network |
| K | | |
| L | LCSC | Local Carrier Service Center - The BellSouth center which is dedicated to handling CLEC LSRs, ASRs, and Preordering transactions along with associated expedite requests and escalations. |
| | LEGACY SYSTEM | Term used to refer to BellSouth Operations Support Systems (see OSS) |
| | LENS | Local Exchange Negotiation System - The BellSouth LAN/web server/OS application developed to provide both preordering and ordering electronic interface functions for CLECs. |
| | LEO | Local Exchange Ordering - A BellSouth system which accepts the output of EDI, applies edit and formatting checks, and reformats the Local Service Requests in BellSouth Service Order format. |
| | LESOG | Local Exchange Service Order Generator - A BellSouth system which accepts the service order output of LEO and enters the Service Order into the Service Order Control System using terminal emulation technology. |
| | LMOS | Loop Maintenance Operations System - A BellSouth Operations System that stores the assignment and selected account information for use by downstream OSS and BellSouth personnel during provisioning and maintenance activities. |
| | LMOS HOST | LMOS host computer |
| | LMOSupd | LMOS updates |
| | LNP | Local Number Portability - In the context of this document, the capability for a subscriber to retain his current telephone number as he transfers to a different local service provider. |
| | LOOPS | Transmission paths from the central office to the customer premises. |
| | LSR | Local Service Request - A request for local resale service or unbundled network elements from a CLEC. |
| M | MAINTENANCE & REPAIR | The process and function by which trouble reports are passed to BellSouth and by which the related service problems are resolved. |
| | MARCH | A BellSouth Operations System which accepts service orders, interprets the coding contained in the service order image, and constructs the specific switching system Recent Change command messages for input into end office switches. |

Appendix B: Glossary of Acronyms and Terms – Continued

| | | |
|----------|-----------------------|--|
| N | NC | "No Circuits" - All circuits busy announcement |
| O | OASIS | Obtain Availability Services Information System - A BellSouth front-end processor, which acts as an interface between COFFI and RNS. This system takes the USOCs in COFFI and translates them to English for display in RNS. |
| | OASISBSN | OASIS software contract for feature/service |
| | OASISCAR | OASIS software contract for feature/service |
| | OASISLPC | OASIS software contract for feature/service |
| | OASISMTN | OASIS software contract for feature/service |
| | OASISNET | OASIS software contract for feature/service |
| | OASISOCP | OASIS software contract for feature/service |
| | ORDERING | The process and functions by which resale services or unbundled network elements are ordered from BellSouth as well as the process by which an LSR or ASR is placed with BellSouth. |
| | OSPCM | Outside Plant Contract Management System - Provides Scheduling Information. |
| | OSS | Operations Support System - A support system or database which is used to mechanize the flow or performance of work. The term is used to refer to the overall system consisting of hardware complex, computer operating system(s), and application which is used to provide the support functions. Customer has no dial tone and cannot call out. |
| | OUT OF SERVICE | |
| P | POTS | Plain Old Telephone Service |
| | PREDICTOR | The BellSouth Operations system which is used to administer proactive maintenance and rehabilitation activities on outside plant facilities, provide access to selected work groups (e.g. RRC & BRC) to Mechanized Loop Testing and switching system I/O ports, and provide certain information regarding the attributes and capabilities of outside plant facilities. |
| | PREORDERING | The process and functions by which vital information is obtained, verified, or validated prior to placing a service request. |
| | PROVISIONING | The process and functions by which necessary work is performed to activate a service requested via an LSR or ASR and to initiate the proper billing and accounting functions. |
| | PSIMS | Product/Service Inventory Management System - A BellSouth database Operations System which contains availability information on switching system features and capabilities and on BellSouth service availability. This database is used to verify the availability of a feature or service in an NXX prior to making a commitment to the customer. |
| | PSIMSORB | PSIMS software contract for feature/service |

Appendix B: Glossary of Acronyms and Terms – Continued

| | | |
|----------|-----------------------------|---|
| Q | | |
| R | RNS | Regional Negotiation System - An internal BellSouth service order entry system used by BellSouth Consumer Services to input service orders in BellSouth format. |
| | RRC | Residence Repair Center - The BellSouth Consumer Services trouble receipt center which serves residential customers. |
| | RSAG | Regional Street Address Guide - The BellSouth database, which contains street addresses validated to be accurate with state and local governments. |
| | RSAGADDR | RSAG software contract for address search |
| | RSAGTN | RSAG software contract for telephone number search |
| S | SOCS | Service Order Control System - The BellSouth Operations System which routes service order images among BellSouth drop points and BellSouth Operations Systems during the service provisioning process. |
| | SOIR | Service Order Interface Record - any change effecting activity to a customer account by service order that impacts 911/E911. |
| T | TAFI | Trouble Analysis Facilitation Interface - The BellSouth Operations System that supports trouble receipt center personnel in taking and handling customer trouble reports. |
| | TAG | Telecommunications Access Gateway – TAG was designed to provide an electronic interface, or machine-to-machine interface for the bi-directional flow of information between BellSouth's OSSs and participating CLECs. |
| | TN | Telephone Number |
| | TOTAL MANUAL FALLOUT | The number of LSRs which are entered electronically but require manual entering into a service order generator. |
| U | UNE | Unbundled Network Element |
| V | | |
| W | WTN | A unique identifier for elements combined in a service configuration |
| X | | |
| Y | | |
| Z | | |
| Σ | | Sum of: |

APPENDIX C: BELLSOUTH'S AUDIT POLICY

BELLSOUTH'S AUDIT POLICY:

BellSouth currently provides many CLECs with audit rights as a part of their individual interconnection agreements. However, it is not reasonable for BellSouth to undergo an audit for every CLEC with which it has a contract. As of June 1999, that would equate to over 732 audits per year and that number is continually growing. BellSouth developed a proposed Audit Plan for use by the parties to an audit. If requested by a Public Service Commission, BellSouth will agree to undergo a comprehensive audit of the aggregate level reports for both BellSouth and the CLECs for each of the next five (5) years (2001-2005), to be conducted by an independent third party. The results of that audit will be made available to all the parties subject to proper safeguards to protect proprietary information. This aggregate level audit includes the following specifications:

1. ~~The cost shall be borne 50% by BellSouth and 50% by the CLECs.~~
2. The independent third party auditor shall be selected with input from BellSouth, the PSC, if applicable, and the CLEC(s).
3. BellSouth, the PSC and the CLECs shall jointly determine the scope of the audit.

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

APPENDIX D MODIFICATION OF PERFORMANCE MEASUREMENTS

In the event that the FCC or any State Commission adopts, orders, or imposes on BellSouth any standards, measurements, or performance requirements in addition to or different from the standards, measurements, and performance requirements contained in this attachment, the Parties shall amend this Attachment to incorporate such standards, measurements, or performance requirements at either Party's request in accordance with Section 35 of the General Terms and Conditions of this Agreement; provided, however, that if e.spire elects to retain the performance measurements set forth in this Attachment rather than to adopt the standards, measurements, or performance measurements so ordered or imposed, BellSouth will continue to provide to e.spire the performance measurements set forth herein.

APPENDIX E -- LIQUIDATED DAMAGES

BellSouth shall pay liquidated damages for failure to:

- (i) meet provisioning intervals prescribed in the agreement for UNEs, resale services, frame relay connections and interconnection trunks; or
- (ii) provide service to e.spire at Parity with that provided by BellSouth to its own retail unit or affiliates or to other CLECs.

Payment of Liquidated Damages shall be in accordance with the following schedule:

[e.spire proposes incorporation of the liquidated damages and performance penalties adopted by the Texas PUC for Southwestern Bell]

[BellSouth will not accept shaded language and will not agree to the imposition of liquidated damages or other penalties for failing to meet specified performance intervals and benchmarks or for failing to meet the parity standard required by the 1996 Act]

APPENDIX F – ADDITIONAL PERFORMANCE MEASUREMENT REQUIREMENTS

BellSouth shall establish performance measurements and benchmarks for its provisioning of frame relay connections.

[BellSouth will not accept shaded language and will not establish new performance measurements for frame relay interconnection]

BellSouth shall establish performance measurements and benchmarks for its provisioning of Enhanced Extended Links (EELs), consistent with FCC and Commission rules.

[BellSouth will not accept shaded language and will not establish new performance measurements for EELs]

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
e spire
BellSouth Standard Interconnection Agreement

| | |
|----------------------------------|-----------------------------------|
| Agreement Effective Date: | Agreement Expiration Date: |
| Account Manager: | Account Manager Tel No: |

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
|-----------------------------------|---------------------------|-------------------------|---------------------------|
| Terms/Conditions PartA | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | 15 | | |
| | 16 | | |
| | 17 | | |
| | 18 | | |
| | 19 | | |
| | 20 | | |
| | 21 | | |
| | 22 | | |
| | 23 | | |
| | 24 | | |
| | 25 | | |
| | 26 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
e spire
BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
|-------------------------------------|----------------|--------------|--------------------|
| Terms/Conditions Part B | | | |
| 1-Resale | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| | Exhibit D | | |
| | Exhibit E | | |
| | Exhibit F | | |
| | Exhibit G | | |
| | Exhibit H | | |
| 2-Network Elements & Other Services | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
espire
BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
|-------------------------|----------------|--------------|--------------------|
| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | 15 | | |
| | 16 | | |
| | 17 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| 3-Local Interconnection | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | Exhibit A | | |
| 4-Physical Collocation | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
e spire
BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
|--|----------------|--------------|--------------------|
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| 5-Access to Numbers & Number Portability | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | Exhibit A | | |
| 6-Ordering/Provisioning | 1 | | |
| | 2 | | |
| | 3 | | |
| 7-Billing & Billing Accuracy Certification | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | Exhibit A | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Residence)
for
e spire
BellSouth Standard Interconnection Agreement

| Attachment Name/Number | Section Number | Version Date | Planned Activities |
|------------------------|----------------|--------------|--------------------|
| 8-ROW/Conduits/PoleAtt | 1 | | |
| 9-Perf Measurement | Pre-Ordering | | |
| | Ordering | | |
| | Provisioning | | |
| | Maint/Repair | | |
| | Billing | | |
| | Opr Svcs/DA | | |
| | E911 | | |
| | Trunk Grp Perf | | |
| | Collocation | | |
| | Appendix A | | |
| | Appendix B | | |
| | Appendix C | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
e spire
BellSouth Standard Interconnection Agreement

| | |
|----------------------------------|-----------------------------------|
| Agreement Effective Date: | Agreement Expiration Date: |
| Account Manager: | Account Manager Tel No: |

| Attachment Name | Section No. | Version Date | Planned Activities |
|------------------------|--------------------|---------------------|---------------------------|
| Terms/Conditions PartA | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | 15 | | |
| | 16 | | |
| | 17 | | |
| | 18 | | |
| | 19 | | |
| | 20 | | |
| | 21 | | |
| | 22 | | |
| | 23 | | |
| | 24 | | |
| | 25 | | |
| | 26 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
e spire
BellSouth Standard Interconnection Agreement

| Attachment Name | Section No. | Version Date | Planned Activities |
|-------------------------------------|-------------|--------------|--------------------|
| Terms/Conditions Part B | | | |
| 1-Resale | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| | Exhibit D | | |
| | Exhibit E | | |
| | Exhibit F | | |
| | Exhibit G | | |
| | Exhibit H | | |
| 2-Network Elements & Other Services | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
espire
BellSouth Standard Interconnection Agreement

| Attachment Name | Section No. | Version Date | Planned Activities |
|-------------------------|-------------|--------------|--------------------|
| | 8 | | |
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | 15 | | |
| | 16 | | |
| | 17 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| | Exhibit C | | |
| 3-Local Interconnection | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | Exhibit A | | |
| 4-Physical Collocation | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
espire
BellSouth Standard Interconnection Agreement

| Attachment Name | Section No. | Version Date | Planned Activities |
|--|-------------|--------------|--------------------|
| | 9 | | |
| | 10 | | |
| | 11 | | |
| | 12 | | |
| | 13 | | |
| | 14 | | |
| | Exhibit A | | |
| | Exhibit B | | |
| 5-Access to Numbers & Number Portability | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | 8 | | |
| | Exhibit A | | |
| | | | |
| 6-Ordering/Provisioning | 1 | | |
| | 2 | | |
| | 3 | | |
| 7-Billing & Billing Accuracy Certification | 1 | | |
| | 2 | | |
| | 3 | | |
| | 4 | | |
| | 5 | | |
| | 6 | | |
| | 7 | | |
| | Exhibit A | | |

AGREEMENT IMPLEMENTATION TEMPLATE (Business)
for
e spire
BellSouth Standard Interconnection Agreement

| Attachment Name | Section No. | Version Date | Planned Activities |
|------------------------|--------------------|---------------------|---------------------------|
| 8-ROW/Conduits/PoleAtt | I | | |
| 9-Perf Measurement | Pre-Ordering | | |
| | Ordering | | |
| | Provisioning | | |
| | Maint/Repair | | |
| | Billing | | |
| | Opr Svcs/DA | | |
| | E911 | | |
| | Trunk Grp Perf | | |
| | Collocation | | |
| | Appendix A | | |
| | Appendix B | | |
| | Appendix C | | |

ATTACHMENT 17: Performance Remedy Plan

This Attachment 17: Performance Remedy Plan sets forth the terms and conditions under which SWBT will report performance to CLEC and compare that performance to SWBT's own performance or benchmark criteria, whichever is applicable. This Attachment further provides for enforcement through liquidated damages and assessments.

- 1.0 SWBT agrees to provide CLEC a monthly report of performance for the performance measures listed in Appendix 1. SWBT will collect, analyze, and report performance data for these measures in accordance with SWBT's Performance Measurement Business Rules, as approved by the Texas Commission. Both the performance measures and the business rules are subject to modification in accordance with section 6.4 below regarding six month reviews. SWBT and CLEC further agree to use this two-tiered enforcement structure for performance measurements provided for in this Attachment. The Commission approved performance measurements shown in Appendix 1 hereto identify the measurements that belong to Tier-1 or Tier-2 categories, which are further, identified as the High, Low and Medium groups as those terms are used below.
- 1.1 SWBT will not levy a separate charge for provision of the data to CLEC called for under this Attachment. Upon CLEC's request, data files of CLEC's raw data, or any subset thereof, will be transmitted to CLEC. If CLEC's request is transmitted to SWBT on or before the last day of the month for which data is sought, SWBT shall provide the data to CLEC on or before 20th day of the month pursuant to mutually acceptable format, protocol, and transmission media. If CLEC's request is transmitted to SWBT after the last day of the month for which data is sought, SWBT shall provide the data to CLEC within 20 days of receipt pursuant to mutually acceptable format, protocol, and transmission media. Notwithstanding other provisions of this Agreement, the Parties agree that such records will be deemed Proprietary Information.
- 2.0 SWBT and CLEC agree to use a statistical test, namely the modified "Z-test," for evaluating the difference between two means (SWBT and CLEC) or percentages, or the difference in the two proportions for purposes of this Attachment. SWBT agrees to use the modified Z-tests as outlined below as the statistical tests for the determination of parity when the result for SWBT and the CLEC are compared. The modified Z-tests are applicable if the number of data points are greater than 30 for a given measurement. In cases where benchmarks are established, the determination of compliance is through the comparison of the measured performance delivered to the CLEC and the applicable benchmark. For testing compliance for measures for which the number of data points are 29 or less, although the use of permutation tests as outlined below is appropriate comparison of performance delivered to CLECs with SWBT performance as described in Alternative-1 under the "Qualifications to use Z-Test" heading below is preferred.
- 3.0 SWBT and CLEC concur that, for purposes of this Attachment, performance for the CLEC on a particular measure will be considered in compliance with the parity

requirement when the measured results in a single month (whether in the form of means, percents, or proportions) for the same measurement, at equivalent disaggregation, for both SWBT and CLEC are used to calculate a Z-test statistic and the resulting value is no greater than the critical Z-value as reflected in the Critical Z-statistic table shown below.

Z-Test:

SWBT agrees with the following formulae for determining parity using Z-Test:

For Measurement results that are expressed as Averages or Means: $z = (\text{DIFF}) / \delta_{\text{DIFF}}$

Where;

$$\text{DIFF} = M_{\text{ILEC}} - M_{\text{CLEC}}$$

$$M_{\text{ILEC}} = \text{ILEC Average}$$

$$M_{\text{CLEC}} = \text{CLEC Average}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [\delta^2_{\text{ILEC}} (1/n_{\text{CLEC}} + 1/n_{\text{ILEC}})]$$

$$\delta^2_{\text{ILEC}} = \text{Calculated variance for ILEC.}$$

$$n_{\text{ILEC}} = \text{number of observations or samples used in ILEC measurement}$$

$$n_{\text{CLEC}} = \text{number of observations or samples used in CLEC measurement}$$

For Measurement results that are expressed as Percentages or Proportions:

Step 1:

$$\rho = \frac{(n_{\text{ILEC}}P_{\text{ILEC}} + n_{\text{CLEC}}P_{\text{CLEC}})}{n_{\text{ILEC}} + n_{\text{CLEC}}}$$

Step 2:

$$\sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}} = \text{sqrt}[[\rho(1-\rho)]/n_{\text{ILEC}} + [\rho(1-\rho)]/n_{\text{CLEC}}]$$

Step 3:

$$Z = (P_{\text{ILEC}} - P_{\text{CLEC}}) / \sigma_{P_{\text{ILEC}}-P_{\text{CLEC}}}$$

Where: n = Number of Observations

P = Percentage or Proportion

For Measurement results that are expressed as Rates or Ratio:

$$z = (\text{DIFF}) / \delta_{\text{DIFF}}$$

Where;

$$\text{DIFF} = R_{\text{ILEC}} - R_{\text{CLEC}}$$

$$R_{\text{ILEC}} = \text{num}_{\text{ILEC}} / \text{denom}_{\text{ILEC}}$$

$$R_{\text{CLEC}} = \text{num}_{\text{CLEC}} / \text{denom}_{\text{CLEC}}$$

$$\delta_{\text{DIFF}} = \text{SQRT} [R_{\text{ILEC}} (1/\text{denom}_{\text{CLEC}} + 1/\text{denom}_{\text{ILEC}})]$$

4.0 Qualifications to use Z-Test:

The proposed Z- tests are applicable to reported measurements that contain 30 or more data points.

In calculating the difference between the performances the formula proposed above applies when a larger CLEC value indicates a higher quality of performance. In cases where a smaller CLEC value indicates a higher quality of performance the order of subtraction should be reversed (i.e., $M_{CLEC} - M_{ILEC}$, $P_{CLEC} - P_{ILEC}$, $R_{CLEC} - R_{ILEC}$).

For measurements where the applicable performance criterion is a benchmark rather than parity performance compliance will be determined by setting the denominator of the Z-test formula as one in calculating the Z-statistic.

For measurements where the performance delivered to CLEC is compared to SWBT performance and for which the number of data points are 29 or less, SWBT agrees to application of the following alternatives for compliance.

4.1 Alternative 1:

For measurements that are expressed as averages, performance delivered to a CLEC for each observation shall not exceed the ILEC averages plus the applicable critical Z-value. If the CLEC's performance is outside the ILEC average plus the critical Z-value and it is the second consecutive month, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

For measurements that are expressed as percentages, the percentage for CLEC shall not exceed ILEC percentage plus the applicable critical Z-value. If the CLEC's performance is outside the ILEC percentage plus the critical Z-value and it is the second consecutive month, SWBT can utilize the Z-test as applicable for data sets of 30 or greater data points or the permutation test to provide evidence of parity. If SWBT uses the Z-test for data sets under 30, the CLEC can independently perform the permutation test to validate SWBT's results. SWBT will supply all data required to perform the permutation test, including the complete ILEC and CLEC data sets for the measure, to CLEC upon request. The results of the permutation test will control over the results of the Z-test analysis as applicable for data sets 30 or greater.

4.2 Alternative 2:

Permutation analysis will be applied to calculate the z-statistic using the following logic:

Choose a sufficiently large number T.

Pool and mix the CLEC and ILEC data sets

Randomly subdivide the pooled data sets into two pools, one the same size as the original CLEC data set (n_{CLEC}) and one reflecting the remaining data points, (which is equal to the size of the original ILEC data set or n_{ILEC}).

Compute and store the Z-test score (Z_s) for this sample.

Repeat steps 3 and 4 for the remaining T-1 sample pairs to be analyzed. (If the number of possibilities is less than 1 million, include a programmatic check to prevent drawing the same pair of samples more than once).

Order the Z_s results computed and stored in step 4 from lowest to highest.

Compute the Z-test score for the original two data sets and find its rank in the ordering determined in step 6.

Repeat the steps 2-7 ten times and combine the results to determine $P =$ (Summation of ranks in each of the 10 runs divided by 10T)

Using a cumulative standard normal distribution table, find the value Z_A such that the probability (or cumulative area under the standard normal curve) is equal to P calculated in step 8.

Compare Z_A with the desired critical value as determined from the critical Z table. If $Z_A >$ the designated critical Z-value in the table, then the performance is non-compliant.

- 4.3 SWBT and CLEC will provide software and technical support as needed by Commission Staff for purposes of utilizing the permutation analysis. Any CLEC who opts into this Attachment 17 agrees to share in providing such support to Commission Staff.

5.0 Overview of Enforcement Structure

- 5.1 SWBT agrees with the following methodology for developing the liquidated damages and penalty assessment structure for tier-1 liquidated damages and tier-2 assessments:
- 5.2 SWBT will pay Liquidated Damages to the CLEC according to the terms set forth in this Attachment.

- 5.3 Liquidated damages apply to Tier-1 measurements identified as High, Medium, or Low on Appendix -1.
- 5.4 Assessments are applicable to Tier-2 measures identified as High, Medium, or Low on Appendix -1 and are payable to the Texas State Treasury.
- 5.5 SWBT will not be liable for the payment of either Tier 1 damages or Tier 2 assessments until the Commission approves an Interconnection Agreement between a CLEC and SWBT containing the terms of Attachment 17 of this Agreement. Tier 2 assessments will be paid only on the aggregate performance for CLECs that have adopted this Attachment (Performance Remedy Plan) and are operating in Texas.

6.0 Procedural Safeguards and Exclusions

- 6.1 SWBT agrees that the application of the assessments and damages provided for herein is not intended to foreclose other noncontractual legal and regulatory claims and remedies that may be available to a CLEC. By incorporating these liquidated damages terms into an interconnection agreement, SWBT and CLEC agree that proof of damages from any "noncompliant" performance measure would be difficult to ascertain and, therefore, liquidated damages are a reasonable approximation of any contractual damage resulting from a non-compliant performance measure. SWBT and CLEC further agree that liquidated damages payable under this provision are not intended to be a penalty.
- 6.2 SWBT's agreement to implement these enforcement terms, and specifically its agreement to pay any "liquidated damages" or "assessments" hereunder, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SWBT and CLEC agree that CLEC may not use: (1) the existence of this enforcement plan; or (2) SWBT's payment of Tier-1 "liquidated damages" or Tier-2 "assessments" as evidence that SWBT has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. SWBT's conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance remedy plan agrees that SWBT's performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any liquidated damages payment by SWBT under these provisions is not hereby made inadmissible in any proceeding relating to the same conduct where SWBT seeks to offset the payment against any other damages a CLEC might recover; whether or not the nature of damages sought by the CLEC is such that an offset is appropriate will be determined in the related proceeding. The terms of this paragraph do not apply to any proceeding before the Commission or the FCC to determine whether SWBT has met or continues to meet the requirements of section 271 of the Act.

- 6.3 SWBT shall not be liable for both Tier-2 "assessments" and any other assessments or sanctions under PURA or the Commission's service quality rules relating to the same performance.
- 6.4 Every six months, CLEC may participate with SWBT, other CLECs, and Commission representatives to review the performance measures to determine whether measurements should be added, deleted, or modified; whether the applicable benchmark standards should be modified or replaced by parity standards; and whether to move a classification of a measure to High, Medium, Low, Diagnostic, Tier-1 or Tier-2. The criterion for reclassification of a measure shall be whether the actual volume of data points was lesser or greater than anticipated. Criteria for review of performance measures, other than for possible reclassification, shall be whether there exists an omission or failure to capture intended performance, and whether there is duplication of another measurement. Performance measures for 911 may be examined at any six month review to determine whether they should be reclassified. The first six-month period will begin when an interconnection agreement including this remedy plan is adopted by a CLEC and approved by the Commission. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the parties and, if necessary, with respect to new measures and their appropriate classification, by arbitration. The current measurements and benchmarks will be in effect until modified hereunder or expiration of the interconnection agreement.
- 6.5 SWBT and CLEC acknowledge that no later than two years after SWBT or its affiliate receives Section 271 relief, the Commission's intention is to reduce the number of performance measures subject to damages and assessments by 50% to the extent there is a smaller number of measures that truly do capture all of the issues that are competition-affecting and customer-affecting
- 6.6 CLEC and SWBT 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 CLEC requests such consultation and the issues raised by CLEC have not been resolved within 45 days after CLEC's request for consultation, then SWBT will allow CLEC to have an independent audit conducted, at CLEC's expense, of SWBT's performance measurement data collection, computing, and reporting processes. In the event the subsequent audit reinforces the problem identified during the 45 days of consultation period or if any new problem is identified, SWBT shall reimburse a CLEC any expense incurred by the CLEC for such audit. CLEC may not request more than one audit per twelve calendar months under this section. This section does not modify CLEC's audit rights under other provisions of this Agreement. SWBT agrees to inform all CLECs of any problem identified during the audit initiated by any CLEC.

7.0 Exclusions Limited

- 7.1 SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measurement if, but only to the extent that, such noncompliance was the result of any of the following: a Force Majeure event; an act or omission by a CLEC that is contrary to any of its obligations under its interconnection agreement with SWBT or under the Act or Texas law; or non-SWBT problems associated with third-party systems or equipment, which could not have been avoided by SWBT in the exercise of reasonable diligence. Provided, however, the third party exclusion will not be raised more than three times within a calendar year. SWBT will not be excused from payment of liquidated damages or assessments on any other grounds, except by application of the procedural threshold provided for below. Any dispute regarding whether a SWBT performance failure is excused under this paragraph will be resolved with the Commission through a dispute resolution proceeding under Subchapter Q of its Procedural Rules or, if the parties agree, through commercial arbitration with the American Arbitration Association. SWBT will have the burden in any such proceeding to demonstrate that its noncompliance with the performance measurement was excused on one of the grounds set forth in this paragraph. If a Force Majeure event or other excusing event recognized in the first sentence of this section 7.1 only suspends SWBT's ability to timely perform an activity subject to performance measurement, the applicable time frame in which SWBT's compliance with the parity or benchmark criterion is measured will be extended on an hour-for-hour or day-for-day basis, as applicable, equal to the duration of the excusing event.
- 7.2 In addition to the provisions set forth herein, SWBT shall not be obligated to pay liquidated damages or assessments for noncompliance with a performance measure if the Commission finds such noncompliance was the result of an act or omission by a CLEC that is in bad faith, for example, unreasonably holding orders and/or applications and "dumping" such orders or applications in unreasonably large batches, at or near the close of a business day, on a Friday evening or prior to a holiday, or unreasonably failing to timely provide forecasts to SWBT for services or facilities when such forecasts are required to reasonably provide such services or facilities; or non-SWBT Y2K problems.
- 7.3 CLEC acknowledges that an overall cap of \$120 million per year for Tier-1 liquidated damages and Tier-2 Assessments will apply to payments by SWBT under all SWBT interconnection agreements that include Attachment 17 in the form set forth herein. CLEC further acknowledges that a monthly cap of \$10 million for Tier-1 liquidated damages will apply to payments by SWBT under all SWBT interconnection agreements that include Attachment 17 in the form set forth herein. To the extent in any given month the \$10 million cap is not reached, the subsequent month's cap will be increased by an amount equal to the unpaid portion of the previous month's cap. At the end of the year, if total Tier-1 liquidated damages and Tier-2 Assessments equal or exceed \$120 million but SWBT has paid less than \$120 million because of the \$10 million per month cap, SWBT shall be required to pay the total \$120 million. In such event, Tier-1 liquidated damages

shall be paid first on a pro rata basis to CLECs, and any remainder within the overall cap of \$120 million, shall be paid as a Tier-2 Assessment. In the event the total calculated amount of damages and assessments for the year is less than \$120 million, SWBT shall be obligated to pay ONLY the actual calculated amount of damages and assessments. The cap will be based upon a calendar year beginning the first day of the month following Commission approval of the Texas 271 Agreement.

- 7.3.1 Whenever SWBT Tier-1 payments to an individual CLEC in a month exceed \$ 3 million, or for all CLECs Tier-1 payments (in a month) exceed \$ 10 million, then SWBT may commence a show cause proceeding as provided for below. Upon timely commencement of the show cause proceeding, SWBT must pay the balance of damages owed in excess of the threshold amount into escrow, to be held by a third party pending the outcome of the show cause proceeding. To invoke these escrow provisions, SWBT must file with the Commission, not later than the due date of the affected damages payments, an application to show cause why it should not be required to pay any amount in excess of the procedural threshold. SWBT's application will be processed in an expedited manner under Subchapter Q of the Commission's Procedural Rules. SWBT will have the burden of proof to demonstrate why, under the circumstances, it would be unjust to require it to pay liquidated damages in excess of the applicable threshold amount. If SWBT reports non-compliant performance to a CLEC for three consecutive months on 20% or more of the measures reported to the CLEC, but SWBT has incurred no more than \$ 1 million in liquidated damages obligations to the CLEC for that period under the enforcement terms set out here, then the CLEC may commence an expedited dispute resolution under this paragraph pursuant to Subchapter Q of the Commission's Procedural Rules. In any such proceeding the CLEC will have the burden of proof to demonstrate why, under the circumstances, justice requires SWBT to pay damages in excess of the amount calculated under these enforcement terms.
- 7.3.2 SWBT should post on its Internet website the aggregate payments of any liquidated damages or assessments.
- 7.4 With respect to any interconnection agreement, SWBT and any CLEC may request two expedited dispute resolution proceedings pursuant to the two preceding paragraphs before the Commission or, if the parties agree, through commercial arbitration with the American Arbitration Association (AAA); during the term of the contract without having to pay attorneys fees to the winning company. For the third proceeding and thereafter, the requesting party must pay attorneys fees, as determined by the Commission or AAA, if that party loses.
- 7.5 In the event the aggregate amount of Tier-1 damages and Tier-2 assessments reach the \$120 million cap within a year and SWBT continues to deliver non-compliant performance during the same year to any CLEC or all CLECs, the Commission may recommend to the FCC that SWBT should cease offering in-region interLATA services to new customers.

8.0 Tier-1 Damages:

Tier-1 liquidated damages apply to measures designated in Attachment-1 as High, Medium, or Low when SWBT delivers "non-compliant" performance as defined above.

- 8.1 Under the damages for Tier-1 measures, the number of measures that may be classified as "non-compliant" before a liquidated damage is applicable is limited to the K values shown below. The applicable K value is determined based upon the total number of measures with a sample size of 10 or greater that are required to be reported to a CLEC where a sufficient number of observations exist in the month to permit parity conclusions regarding a compliant or non-compliant condition. For any performance measurement, each disaggregated category for which there are a minimum of 10 data points constitutes one "measure" for purposes of calculating K value. The designated K value and the critical Z-value seek to balance random variation, Type-1 and Type-2 errors. Type-1 error is the mistake of charging an ILEC with a violation when it may not be acting in a discriminatory manner (that is, providing non-compliant performance). Type-2 error is the mistake of not identifying a violation when the ILEC is providing discriminatory or non-compliant performance.
- 8.2 Liquidated damages in the amount specified in the table below apply to all "non-compliant" measures in excess of the applicable "K" number of exempt measures. Liquidated damages apply on a per occurrence basis, using the amount per occurrence taken from the table below, based on the designation of the measure as High, Medium, or Low in Appendix-1 and the number of consecutive months for which SWBT has reported noncompliance for the measure. For those measures listed on Appendix-2 as "Measurements that are subject to per occurrence damages or assessments with a cap," the amount of liquidated damages in a single month shall not exceed the amount listed in the table below for the "Per measurement" category. For those measures listed on Appendix -2 as "Measurements that are subject to per measure damages or assessment," liquidated damages will apply on a per measure basis, at the amounts set forth in the table below. The methodology for determining the order of exclusion, and the number of occurrences is addressed in "Methods of calculating the liquidated damages and penalty amounts," below.

LIQUIDATED DAMAGES TABLE FOR TIER-1 MEASURES

| Per occurrence | | | | | | |
|-------------------|---------|---------|---------|---------|---------|----------------------------------|
| Measurement Group | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 and each following month |
| High | \$150 | \$250 | \$500 | \$600 | \$700 | \$800 |
| Medium | \$75 | \$150 | \$300 | \$400 | \$500 | \$600 |
| Low | \$25 | \$50 | \$100 | \$200 | \$300 | \$400 |

| Per Measure/Cap* | | | | | | |
|-------------------|----------|----------|----------|-----------|-----------|----------------------------------|
| Measurement Group | Month 1 | Month 2 | Month 3 | Month 4 | Month 5 | Month 6 and each following month |
| High | \$25,000 | \$50,000 | \$75,000 | \$100,000 | \$125,000 | \$150,000 |
| Medium | \$10,000 | \$20,000 | \$30,000 | \$40,000 | \$50,000 | \$60,000 |
| Low | \$5,000 | \$10,000 | \$15,000 | \$20,000 | \$25,000 | \$30,000 |

ASSESSMENT TABLE FOR TIER-2 MEASURES

Per occurrence

| Measurement Group | |
|-------------------|-------|
| High | \$500 |
| Medium | \$300 |
| Low | \$200 |

Per Measure/Cap*

| Measurement Group | |
|-------------------|----------|
| High | \$75,000 |
| Medium | \$30,000 |
| Low | \$20,000 |

* For per occurrence with cap measures, the occurrence value is taken from the per occurrence table, subject to the per measure with cap amount.

9.0 Tier-2 Assessments to the State:

- 9.1 Assessments payable to the Texas State Treasury apply to the Tier-2 measures designated on Appendix -1 as High, Medium, or Low when SWBT performance is out of parity or does not meet the benchmarks for the aggregate of all CLEC data. Specifically, if the Z-

test value is greater than the Critical Z, the performance for the reporting category is out of parity or below standard.

- 9.2 For those Measurements where a per occurrence assessment applies, an assessment as specified in the Assessment Table; for each occurrence is payable to the Texas State Treasury for each measure that exceeds the Critical Z-value, shown in the table below, for three consecutive months. For those Measurements listed in Appendix -2 as measurements subject to per occurrence with a cap, an assessment as shown in the Assessment Table above for each occurrence with the applicable cap is payable to the Texas State Treasury for each measure that exceeds the Critical Z-value, shown in the table below, for three consecutive months. For those Tier-2 Measurements listed in Appendix -2 as subject to a per measurement assessment an assessment amount as shown in the Assessment Table above is payable to the Texas State Treasury for each measure that exceeds the Critical Z-value, shown in the table below, for three consecutive months.
- 9.3 The following table will be used for determining the Critical Z-value for each measure , as well as the K values referred to below based on the total number of measures that are applicable to a CLEC in a particular month. The table can be extended to include CLECs with fewer performance measures. The Critical Z-value for Tier 2 will be calculated in the same manner as for Tier 1.¹

Critical Z - Statistic Table

| Number of Performance Measures | K Values | Critical Z-value |
|--------------------------------|----------|------------------|
| 1 | 0 | 1.65 |
| 2 | 0 | 1.96 |
| 3 | 0 | 2.12 |
| 4 | 0 | 2.23 |
| 5 | 0 | 2.32 |
| 6 | 0 | 2.39 |
| 7 | 0 | 2.44 |
| 8 | 1 | 1.69 |
| 9 | 1 | 1.74 |
| 10-19 | 1 | 1.79 |
| 20-29 | 2 | 1.73 |
| 30-39 | 3 | 1.68 |
| 40-49 | 3 | 1.81 |
| 50-59 | 4 | 1.75 |
| 60-69 | 5 | 1.7 |

¹ This sentence is added to clarify the manner in which Critical-Z value is calculated.

| | | |
|----------------|---|---|
| 70 – 79 | 6 | 1.68 |
| 80 – 89 | 6 | 1.74 |
| 90 – 99 | 7 | 1.71 |
| 100 – 109 | 8 | 1.68 |
| 110 – 119 | 9 | 1.7 |
| 120 – 139 | 10 | 1.72 |
| 140 – 159 | 12 | 1.68 |
| 160 – 179 | 13 | 1.69 |
| 180 – 199 | 14 | 1.7 |
| 200 – 249 | 17 | 1.7 |
| 250 – 299 | 20 | 1.7 |
| 300 – 399 | 26 | 1.7 |
| 400 – 499 | 32 | 1.7 |
| 500 – 599 | 38 | 1.72 |
| 600 – 699 | 44 | 1.72 |
| 700 – 799 | 49 | 1.73 |
| 800 – 899 | 55 | 1.75 |
| 900 – 999 | 60 | 1.77 |
| 1000 and above | Calculated for Type-1 Error Probability of 5% | Calculated for Type-1 Error Probability of 5% |

10.0 General Assessments:

- 10.1 If SWBT fails to submit performance reports by the 20th day of the month, the following assessments apply unless excused for good cause by the Commission:

If no reports are filed, \$5,000 per day past due;

If incomplete reports are filed, \$1,000 per day for each missing performance results.

- 10.2 If SWBT alters previously reported data to a CLEC, and after discussions with SWBT the CLEC disputes such alterations, then the CLEC may ask the Commission to review the submissions and the Commission may take appropriate action. This does not apply to the limitation stated under the section titled "Exclusions Limited."

- 10.3 When SWBT performance creates an obligation to pay liquidated damages to a CLEC or an assessment to the State under the terms set forth herein, SWBT shall make payment in the required amount on or before the 30th day following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SWBT performance through March is such that SWBT owes liquidated damages to CLECs for March performance, or assessments to the State for January – March performance, then those payments will be due May 15, 30 days after the April 15 due date for reporting March data). For each day after the due date that SWBT fails to pay the required amount,

SWBT will pay interest to the CLEC at the maximum rate permitted by law for a past due liquidated damages obligation and will pay an additional \$3,000 per day to the Texas State Treasury for a past due assessment.

- 10.4 SWBT may not withhold payment of liquidated damages to a CLEC, for any amount up to \$3,000,000 a month, unless SWBT had commenced an expedited dispute resolution proceeding on or before the payment due date, asserting one of the three permitted grounds for excusing a damages payment below the procedural threshold (Force Majeure, CLEC fault, and non-SWBT problems associated with third-party systems or equipment). In order to invoke the procedural threshold provisions allowing for escrow of damages obligations in excess of \$ 3,000,000 to a single CLEC (or \$ 10,000,000 to all CLECs), SWBT must pay the threshold amount to the CLEC(s), pay the balance into escrow, and ~~commence the show cause~~ proceeding on or before the payment due date.
- 10.5 CLEC will have access to monthly reports on performance measures and business rules through an Internet website that includes individual CLEC data, aggregate CLEC data, and SWBT's data.
- 10.6 The cap provided in Section 7.3 does not apply to assessments under Section 10 of this Attachment.

11.0 Methods of Calculating the Liquidated Damage and Assessment Amounts

The following methods apply in calculating per occurrence liquidated damage and assessments:

11.1 Tier-1 Liquidated Damages

11.1.1 Application of K Value Exclusions

Determine the number and type of measures with a sample size greater than 10 that are "non-compliant" for the individual CLEC for the month, applying the parity test and bench mark provisions provided for above. Sort all measures having non-compliant classification with a sample size greater than 10 in ascending order based on the number of data points or transactions used to develop the performance measurement result (e.g., service orders, collocation requests, installations, trouble reports). Exclude the first "K" measures designated Low on Appendix -1, starting with the measurement results having the fewest number of underlying data points greater than 10. If all Low measurement results with a non-compliant designation are excluded before "K" is exceeded, then the exclusion process proceeds with the Medium measurement results and thereafter the High measurement results. If all Low, Medium and High measurements are excluded, then those measurements with sample sizes less than 10 may be excluded until "K" measures are reached. In each category measurement results with non-compliant designation having the fewest

underlying data point are then excluded until either all non-compliant measurement results are excluded or "K" measures are excluded, whichever occurs first. For the remaining non-compliant measures that are above the K number of measures, the liquidated damages per occurrence are calculated as described further below. (Application of the K value may be illustrated by an example, if the K value is 6, and there are 7 Low measures and 1 Medium and 1 High which exceed the Critical Z-value, the 6 Low measures with the lowest number of service orders used to develop the performance measure are not used to calculate the liquidated damages, while the remaining 1 Low measure, 1 Medium measure, and 1 High measure which exceed the critical Z-value are used.) In applying the K value, the following qualifications apply to the general rule for excluding measures by progression from measures with lower transaction volumes to higher. A measure for which liquidated damages are calculated on a per measure basis will not be excluded in applying the K value unless the amount of liquidated damages payable for that measure is less than the amount of liquidated damages payable for each remaining measure. A measure for which liquidated damages are calculated on a per occurrence basis subject to a cap will be excluded in applying the K value whenever the cap is reached and the liquidated damages payable for the remaining non-compliant measures are greater than the amount of the cap.

11.1.2 Calculating Tier-1 Liquidated Damages

11.1.2.1 Measures for Which the Reporting Dimensions are Averages or Means.

- Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).
- Step 2: Calculate the percentage difference between the actual average and the calculated average.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

11.1.2.2 Measures for Which the Reporting Dimensions are Percentages.

- Step 1: Calculate the percentage for the measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures,

calculate the value that would yield the critical Z-value by adding or subtracting the critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).

- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage.
- Step 3: Multiply the total number of data points by the difference in percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

11.1.2.3 Measures for Which the Reporting Dimensions are Ratios or Proportions.

- Step 1: Calculate the ratio for the measure for the CLEC that would yield the Critical Z-value. Use the same denominator as the one used in calculating the Z-statistic for the measure.
- Step 2: Calculate the percentage difference between the actual ratio for the CLEC and the calculated ratio.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step and the per occurrence dollar amount taken from the Liquidated Damages Table to determine the applicable liquidated damages for the given month for that measure.

12.2 Tier Two Liquidated Damages

- 12.2.1 Determine the Tier-2 measurement results, such as High, Medium, or Low that are non-compliant for three consecutive months for all CLECs, or individual CLEC if the measure is not reported for all CLECs.

If the non-compliant classification continues for three consecutive months, an additional assessment will apply in the third month and in each succeeding month as calculated below, until SWBT reports performance that meets the applicable criterion. That is, Tier-2 assessments will apply on a "rolling three month" basis, one assessment for the average number of occurrences for months 1-3, one assessment for the average number of occurrences for months 2-4, one assessment for the average number of occurrences for months 3-5, and so forth, until satisfactory performance is established.

12.2.2 Measures for Which the Reporting Dimensions are Averages or Means.

- Step 1: Calculate the average or the mean for the measure for the CLEC that would yield the Critical Z-value for the third consecutive month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the Critical Z-value by adding or subtracting the Critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).
- Step 2: Calculate the percentage difference between the actual average and the calculated average for the third consecutive month.
- Step 3: Multiply the total number of data points by the percentage calculated in the previous step. Calculate the average for three months and multiply the result by \$500, \$300, and \$200 for Measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment payable to the Texas State Treasury for that measure.

12.2.3 Measures for Which the Reporting Dimensions are Percentages.

- Step 1: Calculate the percentage for the measure for the CLEC that would yield the Critical Z-value for the third consecutive month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the critical Z-value by adding or subtracting the Critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).
- Step 2: Calculate the difference between the actual percentage for the CLEC and the calculated percentage for each of the three non-compliant months.
- Step 3: Multiply the total number of data points for each month by the difference in percentage calculated in the previous step. Calculate the average for three months and multiply the result by \$500, \$300, and \$200 for measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment for that measure.

12.2.4 Measures for Which the Reporting Dimensions are Ratios or Proportions.

- Step 1: Calculate the ratio for the measure for the CLEC that would yield the Critical Z-value for the third consecutive month. Use the same denominator as the one used in calculating the Z-statistic for the measure. (For benchmark measures, calculate the value that would yield the Critical Z-value by adding or subtracting the Critical Z-value to the benchmark as appropriate, subject to 4.0 and the Business Rules.).

Step 2: Calculate the percentage difference between the actual ratio for the CLEC and the calculated ratio for each month of the non-compliant three-month period.

Step 3: Multiply the total number of service orders by the percentage calculated in the previous step for each month. Calculate the average for three months and multiply the result by \$500, \$300, and \$200 for measures that are designated as High, Medium, and Low respectively; to determine the applicable assessment for that measure.

13.0 This Section Intentionally Left Blank

14.0 Attached hereto, and incorporated herein by reference, are the following Appendices:

Appendix 1: Measurements Subject to Per Occurrence Damages or Assessment with a Cap and Measurements Subject to Per Measure Damages or Assessment

Appendix 2: Performance Measures Subject to Tier-1 and Tier-2 Damages Identified as High, Medium and Low

Appendix 3: Performance Measurement Business Rules (Version 1.6)

Attachment 11

Directory Listing Agreement

DIRECTORY LISTING AGREEMENT

In consideration of the mutual promises contained herein, BellSouth Advertising & Publishing Corporation, a Georgia corporation ("BAPCO") and e.spire Communications, Inc. ("e.spire") agree as follows:

1. **RECITALS.** BAPCO is the publisher of alphabetical (or White Pages) and classified (or Yellow Pages) directories for certain communities in the southeastern region of the United States (the "Directories"). e.spire provides, or intends to provide, local exchange telephone service in communities in which BAPCO publishes Directories. BAPCO and e.spire hereby establish the terms by which BAPCO will include listings of e.spire subscribers in such Directories and by which BAPCO will provide such Directories to e.spire subscribers.

2. **E.SPIRE OBLIGATIONS.** e.spire agrees as follows:

(a) e.spire shall provide to BAPCO, or its designee, at e.spire's expense and at no charge, listing information concerning its subscribers (designating any who do not desire published listings), consisting of customer name, address, telephone number and all other information reasonably requested by BAPCO as set forth on Exhibit A in a mutually acceptable format for use by BAPCO or its Affiliates in publishing Directories of whatever type and format and for other derivative purposes. Such subscriber listing information shall be provided in the format and on the schedule set forth in said Exhibit, or as otherwise mutually agreed between the Parties from time to time.

(b) e.spire shall also provide directory delivery information to BAPCO as set forth in Exhibit A for all subscribers.

(c) e.spire shall advise BAPCO promptly of any directory-related inquiries, requests or complaints which it may receive from e.spire subscribers and shall provide reasonable cooperation to BAPCO in response to or resolution of the same.

(d) e.spire shall respond promptly regarding corrections or queries raised by BAPCO to process listing changes requested by subscribers.

3. **BAPCO OBLIGATIONS.** BAPCO agrees as follows:

(a) BAPCO shall include one standard listing for each e.spire subscriber per hunting group in BAPCO's appropriate local alphabetical Directory as published periodically by BAPCO unless nonlisted or nonpublished status is designated by subscribers. Such listings shall be interfiled with the listings of other local exchange telephone company subscribers and otherwise published in the manner of such other listings according to BAPCO's generally applicable publishing policies and standards. BAPCO shall provide a process whereby e.spire is afforded a reasonable opportunity to review and correct its subscribers' alphabetical listings in advance of publication.

(b) BAPCO shall publish additional listings, foreign listings and other alphabetical Directory listings offered by BellSouth for e.spire subscribers upon their request consistent with BAPCO's generally applicable policies in BAPCO's alphabetical Directories.

(c) BAPCO shall distribute its regularly published alphabetical and classified Directories to e.spire local service subscribers at no charge to e.spire or e.spire's subscribers in accordance with BAPCO's prevailing practices, including delivery following Directory publication and upon establishment of new e.spire service, provided that a current Directory for that geographic area has not previously been provided. Such deliveries may include separate advertising materials accompanying the Directories.

(d) BAPCO shall include e.spire information in the customer guide pages of its alphabetical Directories for communities where e.spire provides Local Exchange Telephone Service at the time of publication in accordance with BAPCO's prevailing standards for the same. e.spire shall provide information requested by BAPCO for such purpose on a timely basis.

(e) BAPCO shall make available at no charge to e.spire or its subscribers one listing for e.spire business customers per hunting group in one appropriate heading in BAPCO's appropriate local classified directory as published periodically by BAPCO. Such listings shall be published according to BAPCO's generally applicable publishing policies and standards.

(f) BAPCO agrees to solicit, accept and publish directory advertising from business subscribers for e.spire in communities for which BAPCO publishes Yellow Page and other classified Directories in the same manner and upon substantially the same terms as it solicits, accepts and publishes advertising from advertisers who are not e.spire subscribers.

(g) BAPCO shall not provide information obtained from e.spire concerning its subscribers to other Local Exchange Carriers without e.spire approval, except as may be required in relation to publishing of Directories or as may be permitted by e.spire for Directory Assistance or other purposes.

(h) BAPCO and e.spire acknowledge that mutual cooperation will be required to successfully serve the needs of their common customers and therefore agree to use reasonable efforts to provide such cooperation to achieve the highest quality of service for both Parties' customers.

(i) Confirmation of Listing. BellSouth shall provide an electronic feed sufficient to enable e.spire to confirm that Directory Listings of its End Users actually have been included in the databases utilized by BellSouth, and its agents or Affiliates, to generate Directories and the Directory Assistance Database. The electronic feed shall be the same as that used by BellSouth to supply Directory Listings to its Directory publication agents and/or Affiliates, and shall be provided to e.spire on the frequency that BellSouth provides it to BellSouth's Directory publication agents and/or Affiliates. BellSouth shall provide e.spire with the electronic feed within 48 hours of providing it to BellSouth's Directory publication agents and/or Affiliates. The electronic feed as provided to e.spire shall be redacted to include only e.spire End Users.

[BAPCO will not agree to the shaded language – it will not agree to provide e.spire with an electronic feed sufficient to enable e.spire to confirm that Directory Listings for its End Users actually have been included in databases utilized by BellSouth]

(j) Galley Proofs. Upon request, BellSouth shall permit e.spire to review galley proofs of Directories sufficiently in advance of publication for e.spire to have a reasonable opportunity to identify errors or omissions and notify BellSouth and/or its Directory publication agents of such errors or omissions so as to permit BellSouth to correct them prior to publication of the Directories. When providing e.spire with galley proofs, BellSouth will inform e.spire of the date by which any such errors or omissions must be brought to the attention of BellSouth and/or its Directory publication agents to permit their correction before publication.

[BAPCO will not agree to the shaded language – it will not agree to permit e.spire to review galley proofs]

(k) BellSouth and BAPCO shall establish a process whereby conversion from interim to permanent number portability does not require a directory listings change.

[BAPCO will not agree to the shaded language – it will not agree to coordinate with BellSouth to establish such a process]

(l) BAPCO shall deliver 100 copies of each new book to an e.spire dedicated location.

[BAPCO will not agree to the shaded language – it will not agree to provide e.spire with additional copies in the amount specified]

4. PUBLISHING POLICIES. BAPCO shall maintain full authority over its publishing schedules, policies, standards, and practices and over the scope and publishing schedules of its Directories. BAPCO shall periodically provide e.spire with changes by BAPCO in the same which in BAPCO's judgment affect e.spire's conduct in BAPCO's publishing of listings for e.spire's subscribers. Such policy updates shall include, without limitation, the subjects described in Exhibit B.

5. LIABILITY AND INDEMNITY.

(a) BAPCO's liability to e.spire for any errors or omissions in directories or for any default otherwise arising hereunder shall be limited to One Dollar (\$1) for errors or omissions in any subscriber listing in any directory published by BAPCO.

[e.spire cannot agree to the shaded language – a \$1 limit on BAPCO's liability for errors or omissions is not reasonable]

(b) Each Party agrees to defend, indemnify and hold harmless the other from all damages, claims, suits, losses or expenses, including without limitation costs and attorneys fees, to the extent of such Party's relative fault, arising out of or resulting from any error, omission or act of such Party hereunder. e.spire agrees to limit its liability and that of BAPCO by contract with e.spire's subscribers or by tariff to no more than the cost of service for any errors or omissions in any listings published hereunder for e.spire subscribers. Each Party shall notify in writing the other promptly of any claimed error or omission affecting this paragraph and of any claim or suit arising hereunder or relating to this Agreement and shall provide reasonable and timely cooperation in its resolution of the same. Without waiver of any rights hereunder, the indemnified Party may at its expense undertake its own defense in any such claim or suit.

[e.spire cannot agree to the shaded language – requiring e.spire to limit BAPCO’s liability in e.spire’s own contracts and tariffs is not reasonable]

6. TERM. This Agreement shall be effective on the date of the last signature hereto for the term of the Agreement and shall relate to Directories published by BAPCO during such period. Thereafter, it shall continue in effect unless terminated by either Party upon sixty days prior written notice.
7. ASSIGNMENT. This Agreement shall be binding upon any successors or assigns of the Parties during its Term.
8. RELATIONSHIP OF THE PARTIES. This Agreement does not create any joint venture, partnership or employment relationship between the Parties or their employees, and the relationship between the Parties shall be that of an independent contractor. There shall be no intended third party beneficiaries to this Agreement.
9. NONDISCLOSURE.
 - (a) During the term of this Agreement it may be necessary for the Parties to provide each other with certain information (“Information”) considered to be private or proprietary. The recipient shall protect such Information from distribution, disclosure or dissemination to anyone except its employees or contractors with a need to know such Information in conjunction herewith, except as otherwise authorized in writing. All such Information shall be in writing or other tangible form and clearly marked with a confidential or proprietary legend. Information conveyed orally shall be designated as proprietary or confidential at the time of such oral conveyance and shall be reduced to writing within forty-five (45) days.
 - (b) The Parties shall not have an obligation to protect any portion of Information which: (1) is made publicly available lawfully by a nonparty to this Agreement; (2) is lawfully obtained from any source other than the providing party; (3) is previously known without an obligation to keep it confidential; (4) is released by the providing party in writing; or (5) commencing two (2) years after the termination date of this Agreement if such Information is not a trade secret under applicable law.
 - (c) Each Party shall make copies of the Information only as necessary for its use under the terms hereof, and each such copy will be marked with the same proprietary notices as appear on the originals. Each Party agrees to use the Information solely in support of this Agreement and for no other purpose.
10. FORCE MAJEURE. Neither Party shall be responsible to the other for any delay or failure to perform hereunder to the extent caused by fire, flood, explosion, war, strike, riot, embargo, governmental requirements, civic or military authority, act of God, or other similar cause beyond its reasonable control. Each Party shall use best efforts to notify the other promptly of any such delay or failure and shall provide reasonable cooperation to ameliorate the effects thereof.
11. PUBLICITY. Neither Party shall disclose the terms of this Agreement nor use the trade names or trademarks of the other without the prior express written consent of the other.
12. REPRESENTATIVES AND NOTICES.

(a) Each Party shall name one or more representatives for contacts between the Parties which shall be authorized to act on its behalf. Such representatives may be changed from time to time upon written notice to the other Party.

(b) Notices required by law or under this Agreement shall be given in writing by hand delivery, certified or registered mail, or by facsimile followed by certified or registered mail, addressed to the named representatives of the Parties with copies to:

If to BAPCO:

Director-LEC/BST Interface
BellSouth Advertising & Publishing Corporation
Room 270
59 Executive Park South
Atlanta, GA 30329

With Copy to: Vice President and General Counsel
BellSouth Advertising & Publishing Corporation
Room 430
59 Executive Park South
Atlanta, GA 30329

If to e.spire: Riley M. Murphy
Executive Vice President and General Counsel
e.spire Communications, Inc.
133 National Business Parkway, Suite 200
Annapolis Junction, Maryland 20701

13. MISCELLANEOUS. This Agreement represents the entire Agreement between the Parties with respect to the subject matter hereof and supersedes any previous oral or written communications, representations, understandings, or agreements with respect thereto. It may be executed in counterparts, each of which shall be deemed an original. All prior and contemporaneous written or oral agreements, representations, warranties, statements, negotiations, and /or understandings by and between the Parties, whether express or implied, are superseded, and there are no representations or warranties, either oral or written, express or implied, not herein contained. This Agreement shall be governed by the laws of the state of Georgia.

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 dates set forth below.

BELLSOUTH ADVERTISING &
PUBLISHING CORPORATION

e.spire COMMUNICATIONS, INC.:

By: _____
(Signature)

By: _____
(Signature)

Name: R. F. Barretto

Name: Riley M. Murphy

Title: Director - LEC Interface

Title: Executive Vice President &
General Counsel

Date: _____

Date: _____

ACCOUNT INFORMATION SECTION (Items in this section are mandatory)

1. Main Telephone Number: Main line of telephone service that all other numbers are associated to. (Area Code/NXX/Line Numbers)
2. Published Telephone Number: Telephone number to appear in the directory.
3. Old Telephone Number: If the number is changing, enter the OLD Telephone Number.
4. Type of Directory Service: Bus (Business) or Res (Residence)
5. Order Type: N - New connect order; D - Disconnect service order; C - Change of listings; R - Directory delivery only.
6. Due Date: Date that service is requested.
7. E.spire Name: The name of the local exchange e.spire and operating company code.
8. E.spire Number: Operating Company Number

PRIMARY LISTING INFORMATION SECTION (Items in this section are mandatory)

9. Listed Name: The way the listing is to appear in the directory. (maximum 1,000 characters - including spaces) Caption arrangements should be formatted per guidelines. Non-Pub or Non-List situations should be indicated.
10. Listed Address: Current address may include street number - street name, city, state, and zip code. (Note: P.O. Box or Route not acceptable). Omitted address shown as (OAD). (maximum 250 characters)
11. Service Address: Physical location of the telephone.
12. Community Name: The name of the community where the listing appears. (i.e.: the Atlanta Directory may have a Community name of Buckhead).
13. Zip code: 5 or 9 character code.
14. Yellow Pages Heading: The Yellow Page heading where customer wants his listing to appear. (Valid for Business Primary Listings only).
15. Directory Name: Name of the directory where Customer desires listing to appear (including town section if applicable). If consistent with existing central office and directory configuration, listing will be included. If different, a Foreign Listing will be charged. Directory appearance entitled free is based on the central office prefix. Entitlement for appearance in other directories will be at the rate of a Foreign Listing (FL).

BILLING INFORMATION SECTION (Items in this section are requested but optional)

16. Billing: Name to appear on bill.
17. Billing Address: Street number, street name, city, state, zip.
18. Contact Telephone Number: Telephone number to contact regarding billing.
19. Responsible Person: Owner's name or partners' names or 2 corporate officers.
20. Type of Ownership: Sole owner; Partnership or Corporation
21. Tax ID Number or Social Security Number: If sole owner, must have social security number.

DIRECTORY DELIVERY INFORMATION SECTION (Items in this section are mandatory)

22. Name: Personal or business name.
23. Delivery Address: Street number, street name, city, state, zip code of where directories are to be delivered.
24. Directory (Book ID): Bolt code of the directory.
25. Number of books now: for immediate delivery/replacement.
26. Number of books annually: 0 - 3 residence, 0 - 5 business, then negotiated.

REMARKS SECTION (As required)

DC01/MUTSB/61705. 4Updated 01/17/00

27. Remarks: Free flow field used by E.spire for any additional information

BAPCO Deliverables *

Abbreviations Table

BAPCO will provide copy of the standard abbreviations utilized for given names, titles of address, titles of lineage, military titles, degrees and professional affiliations standards. This information can be used to assist in effectively processing various listed name requests.

Central Office Table

BAPCO will provide two versions of what is called the ABC table. Version 1 of this report identifies by NPA and in sequence by central office the directory in which a customer is entitled to appear. Version 2 of this report reflects the directory name and all central offices appearing within that directory.

Coverage Maps

BAPCO will provide a coverage map for its major directories identifying broadly the geographic area served by the major directory. These maps will be provided only for the major directories in the area served by e.spire.

Customer Guide Pages Appearance Procedures

BAPCO will provide free listing appearance under the areas of Establishing Service, Billing and Repair in the Customer Guide Section of the White Pages for directories where e.spire operates. These procedures identify how to get your listing to appear and procedures for purchasing LEC specific pages.

Foreign Directory Name Table

BAPCO will provide all foreign directory names to be used in the processing of foreign listing requests. This field is a required element in the establishment of foreign listings.

Listing Guidelines

BAPCO will provide an example of the most common listing elements and their entitlement to appearance in the White and Yellow Pages.

Listing Standards and Regulations

BAPCO will provide a condensed version of listing specifications reflecting the rules and regulations regarding listing appearance in both the White and Yellow Pages.

Publication Schedules

BAPCO will provide to e.spire the publication schedules for all directories within the area served by e.spire. This schedule will include the name of the directory, the directory bolt code, the business office close date and the issue date. The business office close date represents the last day to receive activity for appearance in the subsequent directory. This date also represents the close date for advertising activity into the Yellow Pages.

The issue date represents the mid-point of delivery of the new directory and the date at which new directory billing will begin for the directory being delivered. The length of the delivery period will vary depending upon the size of directory.

Yellow Pages Headings

BAPCO will provide the Yellow Pages Heading file which will include all Yellow Pages headings allowed by BAPCO, the Yellow Pages heading code and the associated SIC code. This material would be utilized to assist the business customer in identifying where they would like representation in BAPCO's classified Yellow Pages directories.

** Information will be provided on disk in standard Microsoft Word format or via Internet download*

Attachment 12

Bona Fide Request and New Business Requests Process

BONA FIDE REQUEST AND NEW BUSINESS REQUESTS PROCESS

- 1.0 The Parties agree that e.spire is entitled to order any Network Element, Interconnection option, service option or Resale Service required to be made available by the Communications Act of 1934, as modified by the Telecommunications Act of 1996 (the "Act"), FCC requirements or State Commission requirements. e.spire also shall be permitted to request the development of new or revised facilities or service options which are not required by the Act. Procedures applicable to requesting the addition of such facilities or service options are specified in this Attachment 12.
- 2.0 Bona Fide Requests ("BFR") are to be used when e.spire makes a request of BellSouth to provide a new or modified network element, interconnection option, or other service option pursuant to the Act that was not previously included in the Agreement. New Business Requests ("NBRs") are to be used when e.spire makes a request of BellSouth to provide a new or custom capability or function to meet e.spire's business needs that was not previously included in the Agreement. The BFR/NBR process is intended to facilitate the two-way exchange of information between e.spire and BellSouth, necessary for accurate processing of requests in a consistent and timely fashion.
- 3.0 A BFR shall be submitted in writing by e.spire 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 e.spire's designation of the request as being (i) pursuant to the Telecommunications Act of 1996 (i.e. a "BFR") or (ii) pursuant to the needs of the business (i.e. a "NBR"). The request shall be sent to e.spire's Account Executive.
- 4.0 e.spire may cancel a BFR or NBR at any time. If e.spire cancels the request more than three (3) business days after submitting it, e.spire shall pay BellSouth's reasonable and demonstrable costs of processing and/or implementing the BFR or NBR up to the date of cancellation. If e.spire does not cancel a BFR or NBR, e.spire shall pay BellSouth's reasonable and demonstrable costs of processing and implementing the request.
- 5.0 Within fifteen (15) business days of its receipt of a BFR or NBR from e.spire, BellSouth shall respond to e.spire by providing a preliminary analysis of such Interconnection, Network Element, or other facility or service option that is the subject of the BFR or NBR. The preliminary

analysis shall confirm that BellSouth will either offer access to the Interconnection, Network Element, or other facility or service option, 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 is not otherwise required to be provided under the Act.

- 6.0 If BellSouth determines that the Interconnection, Network Element, or other facility or service option that is the subject of the BFR is technically feasible, BellSouth shall propose a firm price and a detailed implementation plan within forty (40) business days after receipt of the BFR. BellSouth may, but shall not be required, to provide a firm time and cost proposal for a NBR.
- 7.0 Within thirty (30) business days after its receipt of (i) a refusal of BellSouth to provide a BFR or NBR price quote, or (ii) the BFR or NBR price quote and implementation plan from BellSouth, e.spire must either confirm or cancel its order for such facility or service option. If it believes such quote is not consistent with the requirements of the Act, e.spire may at that time seek FCC or state Commission arbitration of its request, 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 Unless e.spire agrees otherwise, all prices shall be consistent with the pricing principles of the Act, FCC and/or the State Commission.
- 9.0 If either Party to a BFR or NBR 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 FCC or state Commission resolution of the dispute, as appropriate.
- 10.0 Upon agreement to the terms of a BFR or NBR, an amendment to the Agreement may be required.