

**BEFORE THE
FLORIDA PUBLIC SERVICE COMMISSION**

In Re: Petition of ITC^DeltaCom)
Communications, Inc. for)
Mediation of Certain Issues)
)
)
)

Docket No. 050450-TP

**PETITION OF ITC^DELTACOM FOR MEDIATION
AND DISPUTE RESOLUTION**

COMES NOW ITC^DeltaCom Communications, Inc. ("ITC^DeltaCom") pursuant to its Florida interconnection agreement ("ICA" or "Agreement") with BellSouth Telecommunications, Inc. ("BellSouth") and the Telecommunications Act of 1996 ("Act") and hereby petitions the Florida Public Service Commission ("Commission" or "FPSC") for mediation and dispute resolution of certain issues for which the parties have been unable to reach a negotiated resolution. In support of this Petition, ITC^DeltaCom shows as follows:

I. BACKGROUND AND INTRODUCTION

1.

In addition to BellSouth's obligations under the Agreement, pursuant Florida law and the 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 e.g.* 47 U.S.C. §§ 251(b)-(c). The terms and conditions of interconnection must comply with Florida law as well as the provisions of Sections 251, 252 and

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271 of the Act. See 47 U.S.C. § 251(c). Specifically Sections 252(d) and 271 of the Act governs the pricing of UNEs, interconnection, reciprocal compensation, and resale services.

2.

Petitioner is a competitive local exchange carrier ("CLEC") formed under the laws of the State of Alabama and having its principal place of business at 7037 Old Madison Pike, Suite 400, Huntsville, Alabama 35806. ITC^DeltaCom currently provides or is authorized to provide voice and data, local, long distance, and bundled telecommunications services in several states. In Florida, ITC^DeltaCom is authorized by the Commission to provide facilities-based and resold competitive local exchange telecommunications services pursuant to authorization granted in Docket No. 961038-TX, dated December 12, 1996 and long distance telecommunications services pursuant to authorization granted in Docket No. 890365-TI, dated June 28, 1989.

3.

Prior to filing this Petition, ITC^DeltaCom and BellSouth participated in numerous meetings by telephone, to discuss the changes necessary to incorporate the Federal Communications Commission's ("FCC's") actions including the TRO, TRRO, and FTTH/FTTC. Additionally, BellSouth has requested the terms of its relationship with ITC^DeltaCom be changed in its Petition for Preemption of regulation of ADSL, and pursuant to the FCC's the Pick and Choose Order.¹ ITC^DeltaCom and BellSouth have not reached agreement on a large number of issues.

¹The critical decisions are cited herein are as follows: *In the Matter of Review of the Section 251 Unbundling Obligations of ILECs; Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Deployment of Wireline Services Offering Advanced Telecommunications Capability*, CC Docket No. 01-338, CC Docket No. 96-98; CC Docket No. 98-147, Report and Order And Order on Remand and NPRM, (Rel. Aug. 21, 2003) ("TRO").

In the Matter of Unbundled Access of Network Elements and Review of the Section 251 Unbundling Obligations of the ILECs, WC Docket No. 04-313 and CC Docket No. 01-338, Order on Remand (Rel. Feb. 4, 2005). ("TRRO")

4.

Under the Act, parties to an interconnection negotiation have the right to petition the Commission for arbitration or to seek mediation regarding any open issue whenever negotiations between them fail to yield an agreement. *See* 47 U.S.C. § 252(b). The centerpiece of the Act is the bilateral relationship between the incumbent monopoly bottleneck telecommunications carriers (BellSouth) and would be competitors (ITC^DeltaCom).

5.

The FCC established the appropriate standard for arbitration and mediation under Sections 251 and 252 of the 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: (1) ensure resolution and conditions satisfying Section 251 of the Act, including the regulations promulgated by the FCC; and (2) establish rates for interconnection and UNEs according to Section 252(d) of the Act. The regulations promulgated by the FCC include the TRRO.

6.

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 Section 251 (b)-(c) and Section 252(d) of the Act.

In the Matter of BellSouth Telecommunications, Inc., Petition for Forbearance Under 47 U.S.C. 160(c), Memorandum Opinion and Order, WC Docket 04-48 (Rel. Oct. 27, 2004). ("FTTC/FTTH")

In the Matter of BellSouth Telecommunications, Inc., Request for Declaratory Ruling that State Commissions May Not Regulate Broadband Internet Access Services By Requiring BellSouth to Provide Wholesale or Retail Broadband Service to Competitive LEC UNE Voice Customers, WC Docket No. 03-251 (Memorandum Opinion and Order and Notice of Inquiry, (Rel. March 25, 2005). ("ADSL Decision")

In the Matter of Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers, Second Report and Order, CC Docket No. 01-338 (Rel. July 13, 2004). ("Pick and Choose Order")

7.

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

8.

Section 251(c) of the Act states that 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 technical 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.

9.

Section 252(d) of the Act and regulations promulgated pursuant to Section 271 of the Act set forth the applicable pricing standards for interconnection and network element charges, as well as for collocation, transport, and termination of traffic. Section 252(d)(1) of the 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).

10.

ITC^DeltaCom has attempted to exhaustively identify all the disputed issues, however, additional issues may arise and become further refined while the parties continue their interconnection negotiations. Accordingly, ITC^DeltaCom reserves the right to amend,

supplement, or modify its Petition in the event additional disputed issues are identified or existing disputed issues are modified during the course of negotiations.

II. THE AGREEMENT

11.

The Agreement states in part at Section 16.4:

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 ITC^DeltaCom or BellSouth to perform any material terms of this Agreement, ITC^DeltaCom or BellSouth may, on thirty (30) days' written notice require that such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. **In the event that such new terms are not renegotiated within ninety (90) days after such notice, the Dispute shall be referred to the Dispute Resolution procedure set forth in Section 11.** (emphasis added)

12.

The Agreement states in part at Section 11:

Resolution of Disputes.

Except as otherwise stated in this Agreement, the Parties agree that if any dispute arises as to the interpretation of any provision of this Agreement or as to the proper implementation of this Agreement, **either Party may petition the Commission for a resolution of the dispute**; provided, however, that to the extent any issue disputed hereunder involves issues beyond the scope of authority or jurisdiction of the Commission, the parties may seek initial resolution of such dispute in another appropriate forum. However, each Party reserves any rights it may have to seek judicial review of any ruling made by the Commission concerning this Agreement. Each Party shall bear its own costs when seeking Commission or judicial review of any ruling concerning this Agreement. (emphasis added)

13.

On February 4, 2005 the FCC Issued its Triennial Review Remand Order ("TRRO"). On August 21, 2003, the FCC issued the TRO. Portions of the TRRO and TRO had a material effect on the material terms of the Agreement give rise to issues relating to the implementation of the Agreement. The FCC also issued the "Pick and Choose Order" on July 13, 2004, and orders

regarding FTTC/FTTH and ADSL. These orders trigger the dispute resolution provisions excerpted above.

14.

All correspondence, communications and other issues should be directed to:

C. Everett Boyd, Jr., Esq.
Sutherland Asbill & Brennan LLP
2282 Killearn Center Boulevard
Tallahassee, FL 32309-3576

David I. Adelman, Esq.
Charles B. Jones, Esq.
Frank D. LoMonte, Esq.
Sutherland Asbill & Brennan LLP
999 Peachtree Street, N.E.
Atlanta, Georgia 30309

and

Nanette Edwards, Esq.
ITC^DeltaCom Communications, Inc.
7037 Old Madison Pike, Suite 400
Huntsville, Alabama 35806

III. ISSUES TO BE MEDIATED AND RESOLVED

15.

ITC^DeltaCom requests the Commission appoint a mediator to conduct a Mediation for purposes of facilitating settlement of the issues enumerated below. For issues upon which the parties remain after such mediation at an impasse the FPSC should make findings of fact and conclusions of law. Contract language which would resolve each of these issues consistent with Florida and federal law is attached hereto as Exhibit A.

Issue 1: Section 271 Unbundled Network Elements (“UNEs”)Statement of Issue

Does the Commission have the authority under state law, or pursuant to Section 271 of the Act or any other federal law other than Section 251 of the Act, to require BellSouth to provide certain network elements? If the Commission finds it has authority, what should the rates be and what language should be included in the Agreement governing the terms and conditions associated with those network elements?

Summary of ITC^DeltaCom position:

The Commission has authority under state law and Section 271 of the Act to establish rates, terms and conditions for the following network elements: poles, ducts, and right of way, loop, transport, local switching, 911/E911, OS/DA, white page directory listings, databases and associated signaling. Additionally, Section 271 of the Act imposes requirements for dialing parity, interconnection, reciprocal compensation, and resale. Contract language relating to these 271 elements which should apply to ITC^DeltaCom and BellSouth is at Exhibit A, Sections 1.1, 1.4, 1.11.1, 1.15, 2.2.1., 2.1.4., 2.1.5.7., 2.2.4.1.1., 2.2.4.11-13, 2.2.12, 5.5.1, 7.1.1.1., 10.1 - 10.1.2.1.1, 11.1.2.1, 11.8, 11.8.5-11.8.6, 12.5.1, 12.5.9, 12.5.12, 12.7.1, 13, 14, 14.3, 14.6, 14.7, 15, 17, 18, 18.7, 18.8.

17.

Issue 2: Cross Connect Fee

Statement of Issue

Where ITC^DeltaCom seeks to migrate service currently provided by BellSouth, to either an alternative competitive provider (“ACP”) or ITC^DeltaCom’s collocation sites located in a BellSouth Central Office, should BellSouth be permitted to charge a “rearrangement fee” at a rate which exceeds the cost of installation of a cross-connect? What should be the rate and what language should be included in the Agreement relating to migration to an ACP or to ITC^DeltaCom collocations sites?

Summary of ITC^DeltaCom position:

ITC^DeltaCom must be free to migrate its services to either its collocation space or to an ACP. Allowing this migration at a cost-based rate will facilitate competition in the Florida local exchange markets. BellSouth should not be authorized to charge ITC^DeltaCom an installation or disconnect charge. BellSouth seeks to charge non-recurring installation rates from its interstate access tariffs. To allow BellSouth to apply a non-recurring rate taken from its interstate access tariffs would result in a windfall for BellSouth. The Commission should adopt the language at Exhibit A, Sections 2.1.5.4, 12.5.9, 12.5.19, and 12.5.20.

18.

Issue 3: Delivery of UNEs to Third Party Collocation Site

Statement of Issue

Should BellSouth be required to deliver UNEs to a third party collocation site when ITC^DeltaCom has provided proof of consent from the third party through a blanket Letter of Authority?

Summary of ITC^DeltaCom position:

This issue has been the subject of extensive negotiation and litigation over the last three years. BellSouth has rejected ITC^DeltaCom orders and required a separate Letter of Authorization (“LOA”) for each and every order to the same collocation site owned by the same third party. ITC6DeltaCom acknowledges its obligations to provide the connecting facility assignment (“CFA”) to enable correct provisioning and inventory of facilities, however requirement of a separate LOA is unduly burdensome and will prohibit CLECs from utilizing electronic delivery of orders. A blanket LOA accomplishes the same purpose and does not create unreasonable administrative burdens. Language relating to this issue that should be included in the Agreement can be found at Exhibit A, Section 1.4.

19.

Issue 4: Specific Definitions

Statement of Issue

Should the Agreement include specific definitions (*e.g.* business line, fiber-based collocator) for purposes of making impairment decisions for Florida? If so, what should be those definitions and what procedures should be used for purposes of making those determinations?

Summary of ITC^DeltaCom position:

The Commission should articulate specific and precise definitions for purposes of making high capacity loop and transport impairment designations. By doing so, the Commission will further certainty and reliability. The process by which the Commission should make these determinations should include a regular filing by BellSouth and a full examination by the Commission and ITC^DeltaCom with discovery rights for the parties. Language which establishes such definitions is at Exhibit A, Sections 1.2, 2.1.5.1, 12.5.

20.

Issue 5: Tariffed Services to Collocation Sites

Statement of Issue

Should BellSouth be required to deliver any tariffed services requested by ITC^DeltaCom to a collocation site?

Summary of ITC^DeltaCom position:

Any tariffed service offered by BellSouth and ordered by ITC^DeltaCom should be available for delivery by BellSouth to ITC^DeltaCom's collocation sites or ACP/third party sites. Language allowing this arrangement has been included in ITC^DeltaCom's past two interconnection agreements with BellSouth and approved by the Commission. BellSouth agreed to this language prior to the arbitration filing in February, 2003. For that reason, ITC^DeltaCom did not raise this as an issue in the most recent arbitration case. ITC^DeltaCom's expectation that BellSouth would again agree to this arrangement has been met with disappointment. To disallow this arrangement would require ITC^DeltaCom to order one collocation as a UNE and another as

access. This highly inefficient requirement violates the FCC's pronouncement expressly permitting commingling.

21.

Issue 6:

Statement of Issue

Whether the Agreement should include language expressly stating that the requirements of the TRO and the TRRO apply to the Agreement?

Summary of ITC^DeltaCom position:

The ICA should include language which expressly incorporates the TRO and TRRO requirements. Such language can be found at Exhibit A, Section 1.10.3. BellSouth has offered no valid reason to not include this language.

22.

Issue 7: Future Changes to Availability or Pricing of Network Elements

Statement of Issue

Should the parties be required to negotiate an amendment prior to BellSouth changing any rates terms or conditions relating to Section 251 UNEs?

Summary of ITC^DeltaCom position:

The Agreement should be amended to include accommodate future changes to the availability or pricing of UNEs. If an element is no longer available at TELRIC rates, ITC^DeltaCom should be permitted adequate time to negotiate a just and reasonable cost-based rate (if it is a Section 271 element) or find alternative arrangements. BellSouth wants to be allowed to modify the

contract unilaterally without any negotiation of an amendment. Language should be adopted by the Commission similar to that attached at Exhibit A, Section 1.10.5.

23.

Issue 8: Conversion of Wholesale Service to UNE and UNE to Wholesale Services

Statement of Issue

What rates, terms and conditions should apply to conversion of wholesale services provided by BellSouth to UNEs provided by BellSouth and vice versa?

Summary of ITC^DeltaCom position:

The FCC recognized that with the removal of some elements from Section 251 TELRIC pricing, CLECs would be required to quickly and seamlessly move from a UNE TELRIC priced element to a wholesale offering. BellSouth should not be permitted to assess fees for a billing change from TELRIC to Section 271 pricing or other wholesale pricing. Additionally, in those instances where UNEs or combinations of UNEs are available but the ILECs refused to allow conversion from wholesale to UNE without the CLEC paying a full non-recurring installation charge, the FCC made clear that non-recurring charges cannot be imposed. *See* TRO Para. 586-587. The rates, terms and conditions offered must be just and reasonable, compliant with federal and state law and promote competition. Such rates, terms and conditions are included in the language at Exhibit A, Section 1.11.

Issue 9: Conversions from Wholesale to UNEStatement of Issue

Whether the conversion of facilities from special access or other pricing arrangements to UNE prices should be made effective back to August 23, 2003 (effective date of the TRO)?

Summary of ITC^DeltaCom position:

Yes. BellSouth refused ITC^DeltaCom's request to include negotiated language allowing ITC^DeltaCom to convert special access services to UNEs without requiring a physical disconnect of the services and paying a new installation/disconnect non-recurring charge. In other words, BellSouth demanded that ITC^DeltaCom order and pay for the physical disconnection of a DS1 loop ordered pursuant to tariff and then place a new order for a DS1 UNE loop pursuant to the Agreement. ITC^DeltaCom sought arbitration of this issue and the associated rate for such a conversion in February, 2003. The FCC addressed this issue directly in the TRO stating that such conversions should take place seamlessly. Additionally, the FCC stated that if a carrier had a pending request to the ILEC, the ILEC would be financially responsible back to the effective date of the TRO (August 2003). ITC^DeltaCom seeks compensation for those circuits that it should have been allowed to convert to UNEs effective as of August, 2003. [See TRO Para. 589] Contract language relating to this issue is at Exhibit A, Section 1.11.3.

25.

Issue 10: Notice Relating to Disconnection of Section 251 UNEs

Statement of Issue

Whether BellSouth should be required to provide notice to ITC^DeltaCom prior to disconnection of UNEs?

Summary of ITC^DeltaCom position:

BellSouth should be required to provide adequate notice to ITC^DeltaCom prior to disconnection of any services. Otherwise, Florida consumers may experience service disruption. The Commission promulgated a rule requiring the underlying carrier to provide notice to the Commission prior to such disconnection. ITC^DeltaCom seeks language that will protect Florida customers from unilateral unexpected disconnection by BellSouth. Language regarding this issue is at Section 1.12 of Exhibit A and is intended to cover all elements.

26.

Issue 11: Definition of “Reasonable Inquiry” in Process for Self Certification of DS1 Loops

Statement of Issue

Whether the Agreement should include a specific definition of “reasonable inquiry” for purposes of governing the self-certification of DS1 Loops process? Is so, how should “reasonable inquiry” be defined?

Summary of ITC^DeltaCom position:

The Agreement should be specific. This is especially true given the history of disagreements between ITC^DeltaCom and BellSouth. The language at Sections 1.13-1.13.1 of Exhibit A provides a clear definition of “reasonable inquiry.”

27.

Issue 12: Commingling

Statement of Issue

What language should be incorporated into the Agreement to capture the FCC’s policy regarding commingling? Should commingling arrangements be made retroactive back to the date of ITC^DeltaCom’s arbitration petition (February, 2003 or August, 2003)? What commingling configurations should BellSouth be required to provide?

Summary of ITC^DeltaCom position:

Arbitration Issue No. 36 in ITC^DeltaCom’s most recent Section 252 arbitration covered this same issue. ITC^DeltaCom’s goal is to prevent unnecessary or duplicative network architecture. For example, currently, if ITC^DeltaCom has DS3 transport ordered via the BellSouth tariff and wishes to connect to UNE DS1 loops, BellSouth will reject the order in all states except Georgia. ITC^DeltaCom sought this functionality because it was faced with ordering UNE DS3 transport to connect to UNE DS1 loops and then being required to immediately order tariffed DS3 transport to connect to tariffed DS1 loops. This problem benefited BellSouth because it required the ordering of services that could not be efficiently utilized. The FCC, in the TRO, prescribed commingling. BellSouth shifted its position after the TRO (August, 2003). It now argues it is not required to commingle a Section 251 UNE with a Section 271 element. The FCC held that

ILECs have to permit the commingling of Section 251 elements with wholesale services. A wholesale service must include Section 271 elements. If not, ITC^DeltaCom would not be able to obtain a commingled unbundled DS1 loop with Section 271 transport (also known as a commingled EEL).

Additionally, despite including “commingling” in its interstate tariff in December, 2003, BellSouth has failed to implement an electronic process to place orders for commingled services. Although ITC^DeltaCom obtained commingling language in its Florida interconnection agreement in the later part of 2004, ITC^DeltaCom struggled for months to obtain any information from BellSouth on how to submit such orders. BellSouth has implemented a manual process for only one service configuration (DSO). ITC^DeltaCom needs a clearly defined set of business rules encompassing DS1 and DS3 as well as DSO products and an electronic ordering process dealing with only one BellSouth support center. ITC^DeltaCom believes the CWINS point of contact will ultimately slow response to complex problems. BellSouth maintains its technicians possess two distinct skill sets, access services and local products. However, ITC^DeltaCom believes the first point of contact should be with the complex support groups. Diagrams of those configurations that involve commingling that ITC^DeltaCom seeks from BellSouth and is included as a confidential attachment Exhibit B. Contract language concerning this issue is at Exhibit A, Section 1.15.

28.

Issue 13: Minimum Quality Standards

Statement of Issue

Whether the Agreement should include language providing for minimum quality standards for UNEs and if so, which standards should apply?

Summary of ITC^DeltaCom position:

ITC^DeltaCom seeks language that contractually prevents BellSouth from engaging in activities that would disrupt or degrade the loop. See TRO *para. 294*. Sections 1.3 – 1.10 of Exhibit A refer to the provision of network elements and the associated standards or rules regarding such unbundling. That language should be adopted.

29.

Issue 14: Routine Network Modifications

Statement of Issue

What rates, terms and conditions should apply to Routine Network Modifications?

Summary of ITC^DeltaCom position:

BellSouth should provide Routine Network Modifications for ITC^DeltaCom in the same manner that it provides those modifications for itself. Language that should be included in the Agreement is at Section 1.14 of Exhibit A. BellSouth does not want to include the list provided in the rule of the various types of routine network modifications. ITC^DeltaCom seeks to include the entire list as set out by the FCC. BellSouth wants to negotiate rates and intervals for Routine Network Modifications. ITC^DeltaCom, conversely, is concerned that this should not be yet another opportunity for BellSouth to inflate its rates or double recover. The FCC stated that the tasks involved in these modifications should already be recovered in the recurring and non-recurring rates set by the state commissions. Additionally, the time period for completion of a routine network modification should not be negotiated on an *ad hoc* basis with the typical extensive delays. Rather, negotiations should be completed within the timelines associated with the service being provided.

30.

Issue 15: Fiber to the Home/Curb

Statement of Issue

Whether language governing fiber to the home and fiber to the curb should be reciprocal?

Summary of ITC^DeltaCom position:

ITC^DeltaCom seeks to make it clear that it does not have any obligation to BellSouth to provide access to ITC^DeltaCom's facilities. Language that should be ordered can be found at Exhibit A, Section 2.1.3.1.

31.

Issue 16: Fiber to Home/Curb

Statement of Issue

What obligations should apply to BellSouth when ITC^DeltaCom requests a copper loop that has not yet been retired?

Summary of ITC^DeltaCom position:

The Commission should direct that BellSouth provide a sufficient explanation in support of any decision not to restore copper facilities when requested to do so by ITC^DeltaCom. Language that should be included in the Agreement is at Exhibit at A, Section 2.1.32.

32.

Issue 17: Interval for Replacement of Retired Copper Loops

Statement of Issue

Whether BellSouth's standard interval should apply for purposes or replacement of retired copper loops?

Summary of ITC^DeltaCom position:

BellSouth's standard interval should apply. Contract language expressly providing so should be included in the Agreement.

33.

Issue 18: Access to Hybrid Loops

Statement of Issue

What language should be incorporated into the Agreement that fully and accurately sets forth BellSouth's obligations in providing ITC^DeltaCom a hybrid loop?

Summary of ITC^DeltaCom's position:

The ICA should comprehensively cover issues such as (1) use of the hybrid loop for narrowband and broadband uses and (2) the requirement to provide a technically feasible method of unbundled access to the hybrid loop among others. Language covering these issues is at Exhibit A, Section 2.1.4

Issue 19: Transition Period and Transition Procedures for DS1 and DS3 High Capacity Loops and Dark Fiber Loops

Statement of Issue

What language should be incorporated into the Agreement to govern the transition period and procedures for DS1 and DS3 high capacity loops and Dark fiber loops? How should a true up be conducted, if a true up is required?

Summary of ITC^DeltaCom position:

There are multiple issues related to the implementation of the transition period including: identification of which loops/dark fiber loops are subject to the transition and under what circumstances, and procedures for completing the transition and related billing issues. BellSouth has issued a list of allegedly non-impaired wire centers. This list has not been approved by any regulator. ITC^DeltaCom should not be required to rely on BellSouth or an allegedly “independent” auditor hired and paid for by BellSouth as to the accuracy of the non-impairment wire center list. ITC^DeltaCom seeks the contractual right to hire its own auditor on an annual basis to check the accuracy of BellSouth’s list and if BellSouth is in error, BellSouth should be required to pay for the audit.

For those services that are subject to the transitional pricing, if a true up is required, ITC^DeltaCom seeks to pay any amounts associated with the true-up over a period of time as opposed to one lump sum payment.

Finally, aside from the language regarding the transition rate and the transition period for those high capacity loops/dark fiber loops that are no longer impaired, ITC^DeltaCom seeks

language that assists with the transfer of those loops. For example, ITC^DeltaCom seeks to submit spreadsheets listing the affected circuits. Contract language covering this issue is at Exhibit A, Sections 2.1.5-2.1.5.7.

35.

Issue 20: Hot Cut Intervals

Statement of Issue

Should BellSouth be required to honor the language agreed upon in settlement of its Arbitration relating to Hot Cuts?

Summary of ITC^DeltaCom position:

In an abundance of caution, ITC^DeltaCom includes this item because BellSouth has hinted that it seeks to revise language agreed upon in settlement of Arbitration. Language at Exhibit A, 2.2.2.6 should be ordered.

36.

Issue 21: Bulk Migration

Statement of Issue

ITC^DeltaCom is required to transition its base of UNE-P customers to another service (UNE-L, resale, EEL). Should BellSouth be required to comply with the bulk migration guidelines that it filed with the FCC ? When BellSouth fails to follow its own migration guidelines filed with the FCC should the Agreement include language that provides ITC^DeltaCom recourse in the form of (a) credits of those NRCs assessed by BellSouth for the failed bulk migration (b) credits due to the outage suffered by the end user (c) notification to the end user that ITC^DeltaCom was not at fault for the failed migration, and (d) compensation for resources required to reinstate the

service(s) due to premature disconnects or cut failures? What should be the bulk migration guidelines for single line residential customers?

ITC^DeltaCom position:

BellSouth successfully argued to the FCC that their bulk migration process works. But, BellSouth is unwilling to stand by that representation. ITC^DeltaCom remains highly skeptical and therefore, seeks language requiring BellSouth to issue credits and to take responsibility when it fails to meet its own guidelines filed with the FCC. Language covering this issue is at Exhibit A, Section 2.2.12.

37.

Issue 22: Discount on NRCs

Statement of Issue

Should BellSouth be required to provide a 10 percent discount on non-recurring charges associated with bulk migrations which occur between March 11, 2005 and March 11-2006?

Should the discount be effective as of March 11, 2005 ?

Summary of ITC^ DeltaCom position

Yes. BellSouth stated in its filings to the FCC that it would provide such a discount and the FCC referred to this discount in the TRRO. Language memorializing BellSouth's commitment is at Exhibit A, Section 2.2.12.3.

38.

Issue 23: Access to Universal Digital Carrier (“UDC”)

Statement of Issue

Should BellSouth be required to provide access to ITC^DeltaCom to the UDC?

Summary of ITC^DeltaCom position:

ITC^DeltaCom asked for information from BellSouth as to why this element was removed and to cite to the TRO/TRRO orders for support of removing this element. ITC^DeltaCom has not received an explanation from BellSouth.

Language which puts that requirement into effect is at Exhibit A, Sections 2.2.5.1 and 2.2.5.2.

39.

Issue 24: Short and Long Copper Loops

Statement of Issue

Should BellSouth be required to provide short or long copper loops to ITC^DeltaCom?

Summary of ITC^ DeltaCom position:

The TRRO does not relieve BellSouth of its obligation to provide short and long copper loops to ITC^DeltaCom . Language the Commission should order to be included in the Agreement to expressly prohibit BellSouth from escaping this requirement is at Exhibit A, Section 2.3.2.1.

40.

Issue 25: Line Conditioning

Statement of Issue

Should BellSouth be required to perform line conditioning even when not performing a Routine Network Modification and what language should be included to incorporate the requirements of line conditioning?

Summary of ITC^DeltaCom position:

Line conditioning is the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service. Examples include, but are not limited to, bridge tap or load coils. Line conditioning may be a Routine Network Modification. But, ITC^DeltaCom should be able to order line conditioning even if it does not fit BellSouth's definition of a "Routine Network Modification." Language covering this issue is at Exhibit A at Exhibit B to Attachment 2, Sections 2.4 –2.4.2 and 2.6.1.2.1.

41.

Issue 26: Trouble Reports

Statement of Issue

Should BellSouth be required to provide Trouble Report Test results to ITC^DeltaCom or credit NRCs when a chronic trouble has occurred? And, should language in the Agreement be updated to reflect the TRO statements on this issue?

Summary of ITC^DeltaCom position:

ITC^DeltaCom should not bear the burden of creating a billing dispute when BellSouth has knowledge of a chronic condition. Although ITC^DeltaCom and BellSouth should be required test and report troubles for all the features, functions, and capabilities of conditioned copper lines. Language covering this issue is at Exhibit A Section 2.5.; 2.5.1-2.5.2

42.

Issue 27: Conversion of resold services to other types of services?

Statement of Issue

Should ITC^DeltaCom be permitted to convert resold services to other types of services?

Summary of ITC^DeltaCom position:

Yes. This language has been in the previously approved ITC^DeltaCom interconnection agreements. BellSouth did not raise any issues with this language prior to the filing of the Arbitration petition in February, 2003. ITC^DeltaCom should be permitted to convert resold services to UNEs or combinations of UNEs. Language covering the issue can be found at Exhibit A, Section 2.6.1.3.

43.

Issue 28: Conversion of IDLC Loops

Statement of Issue:

Does the TRO require BellSouth to provide narrowband services over IDLC loops? If other ILECs have identified means by which to offer unbundled loops converted from IDLC without additional analog to digital conversions, does BellSouth retain the burden of offering the same methods?

Summary of ITC^DeltaCom position:

ITC^DeltaCom included in its arbitration an issue relating to conversions of IDLC loops to unbundled loops wherein the loop provided would not be capable of fax, modem or dial up services. The parties negotiated language that, at the time, captured what BellSouth claimed as the only identified technically feasible methods of providing the unbundled loop. In reviewing pleadings related to the TRO, ITC^DeltaCom discovered some carriers (including ILECs) filed comments that appear to indicate that this problem has a technical solution and that some manufacturers have redesigned equipment to address the issue. Language covering this issue is at Exhibit A, Section 2.8.

44.

Issue 29: ULC (Unbundled Loop Concentration System)

Statement of Issue:

Should ULC be included in the Agreement?

Summary of ITC^DeltaCom position:

Yes. ITC^DeltaCom has requested BellSouth to provide support for its position that this element should be removed. ITC^DeltaCom has not received any response from Bellsouth from which it can ascertain the basis of BellSouth's refusal to do so. Language covering this issue is at Section 4 –4.1.2 of Exhibit A.

45.

Issue 30: USLC Unbundled Sub-Loop Concentration System

Statement of Issue

Should USLC be included in the Agreement?

Summary of ITC^DeltaCom position:

Yes. ITC^DeltaCom has requested BellSouth to provide support for its assertion that USLC should be removed from the Agreement. BellSouth has not provided such support.

Language covering this issue is at Section 5.4 of Exhibit A.

46.

Issue 31: Unbundled Subloop Feeder

Statement of Issue

On what rates, terms and conditions should BellSouth be required to provide access to an unbundled subloop feeder at wholesale?

Summary of ITC^ DeltaCom position:

While the TRO may remove this element as a Section 251 requirement, BellSouth must offer this element at wholesale. ITC^DeltaCom requested BellSouth to provide rates, terms and conditions for such a wholesale service. BellSouth has not provided any response. This element should be covered by the ICA. Language which includes this element in the Agreement is at Exhibit A, Section 5.5.

47.

Issue 32: Dark Fiber Loops – Transition Period and Process

Statement of Issue

On what rates, terms and conditions should BellSouth require access by ITC^DeltaCom to dark fiber loops during the transition period, what language should govern the transition process, what happens to existing dark fiber loops? What should be the rates terms and conditions for Section 271 dark fiber loops?

Summary of ITC^DeltaCom position:

ITC^DeltaCom has existing dark fiber loops in service. ITC^DeltaCom has proposed language for the transition period rates, terms and conditions. Additionally, ITC^DeltaCom seeks to convert those dark fiber loops to Section 271 rates, terms and conditions. Language covering this issue is at Exhibit A, Sections 7 - 7.2.6

48.

Issue 33: Notices of Network Modification

Statement of Issue

What obligations does BellSouth have to ITC^DeltaCom if a network modification will affect ITC^DeltaCom or its customers? What terms and conditions should apply in such circumstances?

Summary of ITC^DeltaCom position:

BellSouth should be required to maintain the required characteristics of the elements purchased by ITC^DeltaCom for a period of not more than 12 months, exclusive of the notice period, unless the parties agree otherwise. Language covering the issue is at Exhibit A, Section 8.1.4.5.

49.

Issue 34: Digital Subscriber Line

Statement of Issue

Should BellSouth be required to provide DSL service on resold access lines? What terms and limitations should apply to BellSouth's discontinuance of DSL UNE-P customers

Summary of ITC^DeltaCom position:

In those states where ITC^DeltaCom has an existing base of customers who also purchase ADSL from BellSouth, it would be extremely disruptive for BellSouth to cease service without BellSouth providing notice to those end users. ITC^DeltaCom seeks indemnification language that BellSouth will be responsible for any end user suits filed as a result of any BellSouth actions taken with proper notice. BellSouth has previously testified in Florida that it will provide DSL over resold lines. Exhibit A, Section 8.2 includes language memorializing this commitment.

50.

Issue 35: Line Splitting

Statement of Issue

What rates, terms and conditions should apply to line splitting? Should ITC^DeltaCom be required to indemnify Bellsouth with regard to issues related to line splitting?

Summary of ITC^ DeltaCom position:

ITC^DeltaCom has proposed language related to line splitting. It is unclear to ITC^DeltaCom what business rules/procedures should continue to be included in the Agreement.

ITC^DeltaCom should not be required to indemnify BellSouth when BellSouth provides line splitting. Language covering this issue is at Section 9 of Exhibit C.

51.

Issue 36: Transition Period for Switching/UNE-P (Section 251 Loop/Port Combination)

Statement of Issue

Whether embedded base limitations prohibit CLECs from adding a line or merging with another company when the end user customer was receiving service from a CLEC via UNE-P prior to March 11, 2005? What terms and conditions should apply during and after the transition period?

Summary of ITC^ DeltaCom position:

Based on BellSouth's interpretation of the TRRO, ITC^DeltaCom cannot add a line to an existing customer nor could it merge another CLEC into its customer base without losing the transitional pricing for the embedded base customers. ITC^DeltaCom has proposed language at Exhibit A, Section 10.1.-10.2.7.10 regarding the terms and conditions of the transition period as well as the process for transferring embedded UNE-P customers.

52.

Issue 37: Four-line Exception

Statement of Issue

Does the TRRO require BellSouth to provide ITC^DeltaCom transitional pricing of TELRIC +\$1.00 for embedded base customers with less than DS1 capacity during the transition period of March 11, 2005 through March 11, 2006?

Summary of ITC^ DeltaCom position:

The FCC revised the limit dividing mass markets and enterprise customers in the TRRO. Previously the enterprise customers had 4 or more DSO lines at a particular location. ITC^DeltaCom should only pay TELRIC + \$1.00 for those embedded base customers. Language relating to this issue is at Sections 10. 1.1 of Exhibit A.

53.

Issue 38: UNE-P Conversions

Statement of Issue

What general limitations apply to BellSouth during the transition period from March 11, 2005 through March 11, 2006?

Summary of ITC^ DeltaCom position:

ITC^DeltaCom has proposed language regarding the transition period is at Exhibit, Section 10.

Issue 39: True-up PaymentsStatement of Issue

If the Commission orders a true-up of the transitional rates, should ITC^DeltaCom be permitted to pay the true-up amounts over a reasonable time period?

Summary of ITC^DeltaCom position:

Yes. To require otherwise would place an undue burden on ITC^DeltaCom. ITC^DeltaCom seeks a reasonable period of time to make payments if a true up is required. This Commission permits end users to pay back past due amounts over an equal period of time in the case of underbilling. (Rule T-5.) Similar flexibility is appropriate here.

Issue 40: EELsStatement of Issue

What terms and conditions should apply with regard to the availability of EELs ? What qualifies as a “reverse collocation” for purposes of Paragraph 605 of the TRO? What EEL configurations is BellSouth required to provide? Is BellSouth required to provide a DS0 EEL ? What are the business rules/regulations for obtaining a DS0 EEL? What are the business rules relating to ordering an EEL under the new Service Eligibility Criteria? What should be the terms and conditions of the audit? How long does ITC^DeltaCom have to keep records supporting the Service Eligibility Criteria for High Capacity DS1/DS3 EELs?

Summary of ITC^DeltaCom position:

ITC^DeltaCom has provided to BellSouth diagrams and a description of the loop and/or transport configurations it seeks. The documentation provided to Bellsouth is attached as confidential Exhibit B to this Petition. BellSouth has not provided a response.

ITC^DeltaCom has included language that incorporate the TRO provisions on EELs.

ITC^DeltACom has requested information on how to order under the new TRO provisions.

Because ITC^DeltaCom does not know the new business rules and has not been able to place orders for EELs under the new TRO Service Eligibility Criteria, ITC^DeltaCom is not able to raise any issues or concerns regarding BellSouth's implementation of these requirements.

ITC^DeltaCom seeks information as to how it will be able to order these EELs. For example, BellSouth currently has several reverse collocations with ITC^DeltaCom (See Attachment 3 of the parties current Agreement). These sites should qualify as a "reverse collocation" as outlined by the FCC in the TRO. Additionally, ITC^DeltaCom seeks rational audit language and a specified time period for retention of records. ITC^DeltaCom proposed 18 months as the retention period.

56.

Issue 41: Dedicated Transport and Dark Fiber

Statement of Issue

On what terms and conditions should BellSouth be required to provide dedicated transport and dark fiber transport to ITC^DeltaCom?

Summary of ITC^ DeltaCom position:

There are multiple issues related to federal transport and dark fiber transport. ITC^DeltaCom seeks to include language regarding the transition period, migration process away from BellSouth to ITC^DeltaCom or an ACP, as well as the ability to audit BellSouth's non-impairment list, among other issues.

Language regarding this issue is at Section 12.5 –12.5.25. 9.3; 12.7-12.7.5 of Exhibit A.

57.

Issue 42: Database

Statement of Issue

Should Section 271 elements including database access be included in the Agreement?

Summary of ITC^ DeltaCom position:

Yes. Consistent with Issue 1 of this Petition, ITC^DeltaCom seeks to include rates, terms and conditions for OS/DA, signaling and other database access required by Section 271 of the Act.

Language is at Sections 14, 15, 16, 17, 18.

58.

Issue 43: Tandem Switching

Statement of Issue

Should tandem switching be required as part of transition of UNE-P ? Should tandem switching be required as a 271 element and included in this Agreement?

Summary of ITC^DeltaCom position:

Yes. UNE-P provided under the transition period should include tandem switching. However, as a 271 element, local switching which includes tandem switching should be included in this Agreement.

59.

Issue 44: Pick and Choose

Statement of the Issue:

What language should be incorporated into the Agreement concerning the FCC's Pick and Choose Order?

Should BellSouth be required to file Commercial Agreements with the Commission? Should BellSouth be required to notify ITC^DeltaCom of the latest available rates, terms and conditions pursuant to a Most Favored Nations Clause? If BellSouth does not provide ITC^DeltaCom information related to the latest available offer, how can ITC^DeltaCom be assured that BellSouth is acting in a nondiscriminatory manner?

Summary of ITC^DeltaCom Position:

ITC^DeltaCom provided to BellSouth a redline of its proposed language concerning the Pick and Choose Order on Oct. 13, 2004. ITC^DeltaCom's draft response references the state of North Carolina but is intended for all states. ITC^DeltaCom has not received any comments from BellSouth in response.

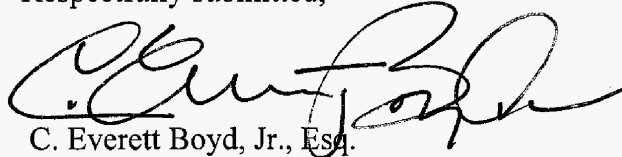
ITC^DeltaCom submits that Commercial Agreements should be filed with the Commission. Information such as the carrier signing the agreement can be redacted. BellSouth is filing Commercial Agreements in some states but not in Florida. ITC^DeltaCom also seeks to

have a Most Favored Nations clause that would ensure that ITC^DeltaCom is not discriminated against and has access to the most recent available rates, terms and conditions. Language is attached hereto as Exhibit C.

IV. CONCLUSION

WHEREFORE, for the foregoing reasons, pursuant to the Agreement and state and federal law, the Commission should appoint a mediator to facilitate settlement of the unresolved issues described above and any other issues that may arise during the course of further negotiations between the parties.

Respectfully submitted,



C. Everett Boyd, Jr., Esq.
Sutherland Asbill & Brennan LLP
2282 Killearn Center Boulevard
Tallahassee, FL 32309-3576

David I. Adelman, Esq.
Charles B. Jones, III, Esq.
Frank D. LoMonte, Esq.
Sutherland Asbill & Brennan LLP
999 Peachtree Street, N.E.
Atlanta, Georgia 30309
(404) 853-8206

Nanette Edwards, Esq.
ITC^DeltaCom
7037 Old Madison Pike, Suite 400
Huntsville, Alabama 35806
(256) 382-3900

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the foregoing has been served upon the following this 30th day of June, 2005, by hand delivery:

Richard D. Melso, Esq.
General Counsel
Florida Public Service Commission
2540 Shermond Oak Blvd.
Tallahassee, FL 32399-0850

Nancy B. White, Esq.
General Counsel
BellSouth Telecommunications, Inc.
c/o Ms. Nancy Sims
150 S. Monroe Street, Suite 400
Tallahassee, FL 32301-1556

Harold McLean, Esq.
Public Counsel
Joseph A. McGlothlin, Esq.
Deputy Public Counsel
c/o The Florida Legislature
111 W. Madison Street, Room 812
Tallahassee, FL 32399-1400

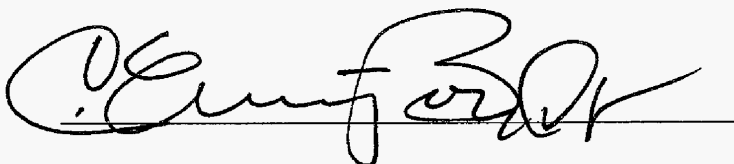
A handwritten signature in black ink, appearing to read "C. E. Ford", is written over a horizontal line.

EXHIBIT A

**Draft – Confidential for purposes of
Settlement/negotiation only**

Attachment 2

Network Elements and Other Services

5/20/05 TRRO Legend

Yellow Highlight are BST Proposed TRRO Language

Grey Shaded are accepted GA Language

Inserted redline is BST clarification/additional proposals (Non-TRRO)

***Bold/Italic* are ITC^DeltaCom Proposals**

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ACCESS TO UNBUNDLED NETWORK ELEMENTS AND OTHER SERVICES

1. Introduction

1.1

[BST proposes to clarify for use in TRRO proposals] This Attachment sets forth rates, terms and conditions for unbundled network elements (Network Elements), and combinations of Network Elements, (Combinations) Operator Service and Directory Assistance as required for provision of Telecommunications Services that BellSouth agrees to offer to ITC^DeltaCom in accordance with its obligations under Section 251(c)(3) of the Act and in accordance with its obligations under Section 271 of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to ITC^DeltaCom (Other Services). The price for each Network Element and combinations of Network Elements and other services Other Services are as set forth in Exhibit DX and XXD of this Attachment. Additionally, the provision of a particular Network Element or service Other Service may require ITC^DeltaCom to purchase other Network Elements or services. In the event of a conflict between this Attachment, tariff, or other agreement, and any other section or provision of this Agreement, the provisions of this Attachment shall control. **[BST-Check unbundled network element change to Network Element]**

1.2 Definitions:

1.2.1 Building. A "building" is a permanent physical structure in which people reside, or conduct business or work on a daily basis and which has a unique street address assigned to it. With respect to multi-tenant property with a single street address, an individual tenant's space shall constitute one building for purposes of this Attachment (1) if the multi-tenant structure is subject to separate ownership of each tenant's space, or (2) if the multi-tenant structure is under single ownership and there is no centralized point of entry in the structure through which all telecommunications services must transit. As an example only, a high rise office building with a general telecommunications equipment room through which all telecommunications services to that building's tenants must pass would be a single "building" for purposes of this Attachment

2. A building for purposes of this Attachment 2 does not include convention centers, arenas, exposition halls, and other locations that are routinely used for special events of limited duration. Two or more physical structures that share a connecting wall or are in close physical proximity shall not be considered a single building solely because of a connecting tunnel or covered walkway, or a shared parking garage or

parking area so long as such structures have a unique street address. Under no circumstances shall educational, governmental, medical, research, manufacturing, or transportation centers that consist of multiple permanent physical structures on a contiguous property and are held under common ownership be considered a single building for purposes of this Attachment 2.

1.2.2 Business line. For the limited purpose of implementing the TRRO restrictions on high-cap loops and transport and unbundled switching, a business line is an incumbent LEC-owned switched access line used to serve a business customer, whether by the incumbent LEC itself or by a competitive LEC that leases the line from the incumbent LEC. The number of business lines in a wire center shall equal the sum of all incumbent LEC business switched access lines, plus the sum of all UNE loops connected to that wire center, including UNE loops provisioned in combination with other unbundled elements. Among these requirements, business line tallies (1) shall include only those access lines connecting end-user customers with incumbent LEC end-offices for switched services, (2) shall not include non-switched special access lines, (3) shall account for ISDN and other digital access lines by counting each 64 kbps-equivalent as one line. For example, a DS1 line corresponds to 24 64 kbps-equivalents, and therefore to 24 "business lines." Any Centrex extensions located in a wire center will be calculated with a value of 1/9 of a business line, consistent with the Centrex Equivalent Factor developed by the FCC in its Second Order on Reconsideration and Memorandum Opinion and Order.

1.2.3 DS1 loop. [To be defined]

1.2.4 End User. An end user is the retail residential or business customer served by either BellSouth or customer.

1.2.5 Fiber-based collocator. A fiber-based collocator is any carrier, unaffiliated with an incumbent LEC, that maintains a collocation arrangement in an incumbent LEC wire center, with active electrical power supply, and operates a fiber-optic cable or comparable transmission facility that (1) terminates at a collocation arrangement within the wire center; (2) leaves the incumbent LEC wire center premises and through which the carrier offers services; and (3) is owned by a party other than an incumbent LEC or any affiliate of an incumbent LEC, except as set forth in this paragraph. Dark fiber obtained from an incumbent LEC on an indefeasible right of use basis shall be treated as

non-incumbent LEC fiber-optic cable. Two or more affiliated fiber-based collocators in a single wire center shall collectively be counted as a single fiber-based collocator. For purposes of this paragraph, the term affiliate is defined by 47 U.S.C. § 153(1) and any relevant interpretation in Title 47.

1.2.5.1 A "fiber-based collocator" is defined in accordance with 47 C.F.R. 51.5. In addition, for purposes of tallying the number of fiber-based collocators in a BellSouth wire center, the term does not include (1) AT&T/TCG (2) MCI or any MCI affiliate, (3) any ISPs or (4) any entity that is a certificated provider of local exchange service and also an affiliate of an incumbent local exchange carrier other than BellSouth, unless that affiliate competitively markets its telecommunications services to small business and residential customers and has no fewer than 25,000 retail business and residential customers in the state

1.2.6 Other Service: Services that are not required by Section 251 of the Telecom Act.

1.2.7 Narrowband Service: Narrowband service includes traditional voice, fax, and dial up modem applications over voice grade loops.

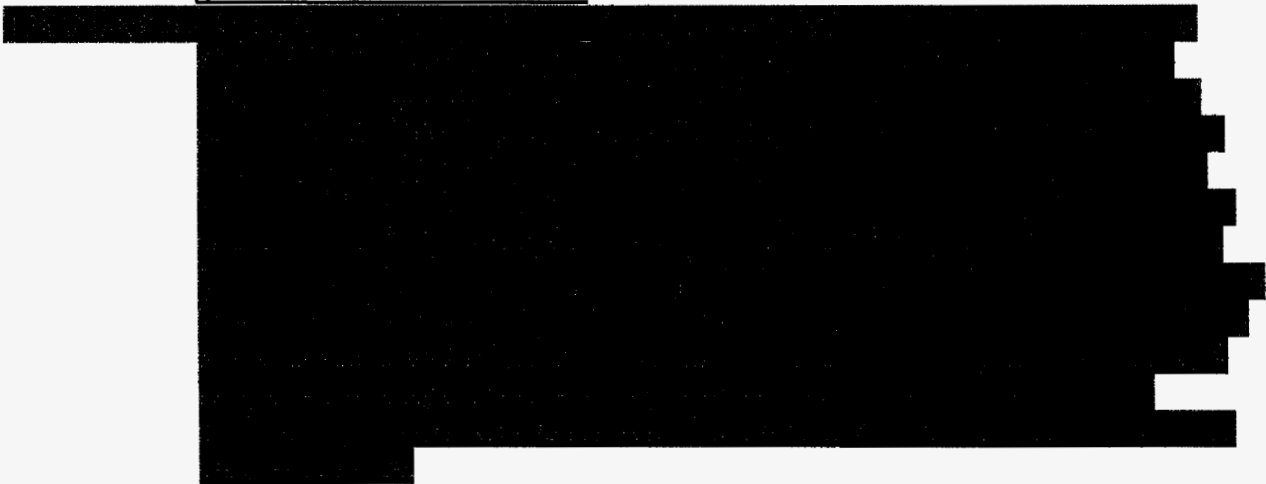
1.2.8 Network Element. A Network Element is defined to mean a facility or equipment used in the provision of a telecommunications service. Such term may include, but is not limited to, features, functions, and capabilities that are provided by means of such facility or equipment, including but not limited to, 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 following Network Elements: local loop; network interface device; subloops; switching capabilities; interoffice transmission facilities, operations support systems functions; signaling networks; access to call-related databases; and service management systems, as set forth in this Attachment 2. BellSouth shall offer operator services and directory assistance pursuant to the rates, terms and conditions contained within this Attachment.

1.2.9 Network Element Combination or Commingled Element. A combination is one or more network elements provided by BellSouth, to customer pursuant to the Act. A Combination may involve a network element provided by BellSouth commingled with any other wholesale service or 271 element.

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

1.2.11 *Triennial Review Remand Order. ("TRRO")* The Triennial Review Remand Order is the Commission's Order on Remand in CC Docket Nos. 01-338 and 04-313 (released February 4, 2005). Triennial Review Order ("TRO") is the Commission's Order in FCC 03-36 (released August 21, 2003).

1.2.12 *Wire center.* A wire center is the location of an incumbent LEC local switching facility containing one or more central offices.. The wire center boundaries define the area in which all customers served by a given wire center are located.



1.3 **[BST-Proposes to modify]** BellSouth shall, upon request of ITC^DeltaCom and to the extent technically feasible, provide to ITC^DeltaCom access to its Network Elements for the provision of ITC^DeltaCom's telecommunications ~~Telecommunications services~~ Services. If no rates identified in this Agreement, the rate for the specific service or function will be as set forth in the applicable tariff of the Party providing the service or function or as negotiated by the Parties upon request by either Party.

1.4 **[BST-Proposes to modify]** BellSouth will deliver Network Elements required by Section 251 and 271 and ~~other services~~ Other Services in compliance with FCC and state orders, laws and regulations, and ITC^Deltacom may purchase and use such Network Elements ~~ed by ITC^DeltaCom~~ in compliance with FCC and state orders, laws and regulations. Moreover, ITC^DeltaCom may purchase Network Elements and ~~other services~~ Other Services from BellSouth under this Attachment 2 for the purpose of combining such Network Elements or ~~other services~~ Other

Services in accordance with the provisions of this Agreement. Such Network Elements or ~~other services~~Other Services may be delivered to ITC^DeltaCom at the collocation space of another Carrier, provided that BellSouth has rates, methods and procedures in place to effectuate such an arrangement, and provided that the collocated carrier has provided a letter of authorization for the delivery of such Network Elements or services. **[However, DeltaCom shall not be required to obtain a LOA for each and every order; DeltaCom can provide a blanket LOA].** Notwithstanding the above, ITC^DeltaCom is not required to have facilities located at such collocation space to have Network Elements or ~~other services~~Other Services delivered by BellSouth. To the extent ITC^DeltaCom requests the delivery to another Carrier's collocation space of any Network Element or other service for which BellSouth has not developed methods and procedures to provide such an arrangement, rates and/or methods and procedures for such arrangement shall be established pursuant to the BFR process. ~~ITC^DeltaCom may purchase and use Network Elements and Other Services from BellSouth in accordance with 47 C.F.R. § 51.309. [Deltacom accepts strike subject to changes in first sentence]~~

1.5 ~~ITC^DeltaCom may not purchase unbundled network elements (UNEs) or convert special access circuits to UNEs if such network elements will be used to provide Commercial Mobile Radio Services (CMRS) providers service.~~

1.6 ~~BellSouth shall comply with the requirements set forth in the technical references within this Attachment 2.~~

1.7 **[BST-Proposes to modify]** BellSouth shall, upon request ~~of~~ ITC^DeltaCom and to the extent technically feasible, provide to ITC^DeltaCom access to its unbundled network elements for the provision of ITC^DeltaCom's telecommunications service. **[BST-Proposes to delete-covered in commingling Section 1.10]** ~~At ITC^DeltaCom's option, access services may be order to the collocations space. [ITCD seeks to keep this sentence].~~

1.8 **[BST-to modify]** ITC^DeltaCom may purchase unbundled network elements from BellSouth for use in any manner ITC^DeltaCom chooses to provide ~~telecommunication~~Telecommunication services~~Services~~ to its intended users, including recreating existing BellSouth services. The unbundled network elements shall be provided as set forth in this Attachment.

1.9 ~~Performance Measurements associated with this Attachment 2 are contained in Attachment 9~~

1.10 Rates

- 1.10.1 ~~A one-month minimum billing period shall apply to all UNE conversions or new installations.~~
- 1.10 Standard for Network Elements
- 1.10.1 **[BST-to verify]** BellSouth shall comply with the requirements set forth in the technical reference TR73600, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.
- 1.10.2 **[BST-to verify]** If one or more of the requirements set forth in this Agreement are in conflict, the technical reference TR73600 requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 11 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.
- 1.10.3 **[BST-to verify]** The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to ITC^DeltaCom shall be, ~~to the extent technically feasible, (new TRO rule 51.305 (a) (3) was revised)~~ at least equal to that which BellSouth provides to itself. Detailed performance standards and measurements for Network Elements are set forth in Attachment 9 of this Agreement, incorporated herein by this reference. BellSouth shall provide, for the facilities and equipment of ITC^DeltaCom interconnection with BellSouth's network: That is at a level of quality that is equal to that which BellSouth provides itself, a subsidiary, an affiliate, or any other party. At a minimum, this requires BellSouth to design interconnection facilities to meet the same technical criteria and service standards that are used within BellSouth's network. This obligation is not limited to a consideration of service quality as perceived by end users, and includes, but is not limited to, service quality as perceived by ITC^DeltaCom ; and on terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of any agreement, the requirements of sections 251 and 252 of the Act, and the Commission's rules including, but not limited to, offering such terms and conditions equally to all requesting telecommunications carriers, and offering such terms and conditions that are no less favorable than the terms and conditions upon which BellSouth provides such interconnection to itself. This includes, but is not limited to, the time within which BellSouth provides such interconnection.
- 1.10.4 **[BST-to verify]** Except as otherwise specified by law, BellSouth shall not impose any limitations, restrictions or requirements on requests for or use of Network Elements or Combinations that would impair the ability of ITC^DeltaCom to

offer a telecommunications service in the manner ITC^DeltaCom intends, provided such use does not impede or impair the use of BellSouth's network by BellSouth or any other telecommunications carrier utilizing said network.

1.10.5 **[BST-to modify]** Attachment 2 of this Agreement describes the Network Elements that ITC^Deltacom and BellSouth have identified as of the Effective Date of this

Agreement and as amended thereafter, and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify ITC^DeltaCom of the existence of and the technical characteristics of the new or revised Network Element. Upon ITC^DeltaCom's identification of a new or revised Network Element, it shall make a request pursuant to Attachment 9-11 of this Agreement, incorporated herein by this reference. **[DeltaCom – any changes to the contract must be made through an amendment including any future changes bell makes to a wire center impairment list.]**

~~**[BST to verify GTC's Section 15.2.1]**~~ For information regarding Ordering Guidelines and Processes for various Network Elements, Combinations and Other Services, ITC^DeltaCom should refer to the "Guides" section of the BellSouth Interconnection Web site, which is incorporated herein by reference, as amended from time to time. The Web site address is:
<http://www.interconnection.bellsouth.com/>.

[Bell to provide reference back to GTC guide language]

~~**[BST to verify GTC's Section 15.2.1]**~~ Additional information may also be found in the individual CLEC Information Packages, which are incorporated herein by reference, as amended from time to time, located at the "CLEC UNE Products" Web site address:
<http://www.interconnection.bellsouth.com/guides/html/unec.html>

1.10.6 **BellSouth shall provide, to <<customer>> for the provision of a telecommunications service, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on terms and conditions that are just, reasonable, and nondiscriminatory in accordance with the terms and conditions of any agreement, the requirements of sections 251, 252, and 271 of the Act, and the Commission's rules.**

[BST-Insert for TRRO Conversions]

1.11 Conversion of Wholesale Services to Network Elements or Network Elements to Wholesale Services.

1.11.1 Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent Network Element or Combination that is available to ITC^DeltaCom pursuant to Section 251 of the Act and under this Agreement or convert a Network Element or Combination that is available to ITC^DeltaCom pursuant to Section 251 of the Act and under this Agreement to an equivalent wholesale service or group of wholesale services offered by BellSouth (collectively "Conversion"). *A wholesale service may include a service provided pursuant to Section 271, may be provided pursuant to this Agreement as resale, or may be provided as wholesale service pursuant to contract/tariff.* BellSouth shall *not* charge a *termination, reconnect and/or disconnect fee or non-recurring charges associated with conversions.* ~~the applicable nonrecurring switch as is rates for Conversions to specific Network Elements or Combinations found in Exhibit X. BellSouth shall also charge the same nonrecurring switch as is rates when converting from Network Elements or Combinations.~~ Any rate change resulting from the Conversion will be effective as of the next billing cycle following BellSouth's receipt of a complete and accurate Conversion request from ITC^DeltaCom. A Conversion shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status between ITC^DeltaCom and BellSouth. *When converting from UNE to Wholesale, any applicable discount programs shall apply to that converted service or facility.* Any change from a wholesale service/group of wholesale services to a Network Element/Combination, or from a Network Element/Combination to a wholesale service/group of wholesale services, that requires a physical rearrangement will not be considered to be a Conversion for purposes of this Agreement. BellSouth will not require physical rearrangements if the Conversion can be completed through record changes only. ~~[BST to verify std language covered in Agreement] Orders for Conversions will be handled in accordance with the guidelines set forth in the Ordering Guidelines and Processes and CLEC Information Packages as referenced in Sections 1.13.1 and 1.13.2 below.~~

1.11.2 *The conversion from UNEs to wholesale services or wholesale services to UNEs shall be a seamless process that does not affect the customer's perception of service quality. Because BellSouth is never required to perform a conversion in order to continue servicing its own customers, termination charges, reconnect and/or disconnect fees or non-recurring charges associated with conversions from wholesale to UNEs or UNEs to wholesale services are inconsistent with BellSouth's duty to provide nondiscriminatory access to UNEs on a just and reasonable terms and conditions and are inconsistent with section 202 of the Act. These conversions must be performed in an expeditious manner in order to minimize the risk of incorrect payments. [See TRO Para. 586-587] ITC^DeltaCom will submit conversion orders via a spreadsheet.*

1.11.3 To the extent ITCD identifies circuits that were ordered as special access and were eligible for conversion to UNEs, BellSouth shall true-up the difference in charges between the tariffed rate or rate paid and the UNE TELRIC rate back to the date of the TRO order (August 21, 2003) upon request by ITCD. ITCD shall provide BellSouth a spreadsheet listing the affected circuits.] TRO Para. 589]

[BST-Insert for TRRO]

1.12 Except to the extent expressly provided otherwise in this Attachment, ITC^DeltaCom may not maintain unbundled network elements or combinations of unbundled network elements that are no longer offered pursuant to this Agreement (collectively "Arrangements"). In the event BellSouth determines that ITC^DeltaCom has in place any Arrangements after the Effective Date of this Agreement, BellSouth may disconnect such Arrangements without notice under this Agreement to ITC^DeltaCom[We will not agree to language that says bellsouth can determine what to disconnect and can arbitrarily and without notice disconnect our customers]

1.12 DLT proposed language:

Bellsouth shall petition the state commission and/or FCC prior to disconnecting a unbundled network element or network element combination that it believes is no longer required pursuant to this Agreement provided BellSouth has noticed Deltacom of the services that are no longer required to provided at cost based rates and Bellsouth has provided alternative just and reasonable rates, terms and conditions as required by Section 271 of the Act -

[BST-Insert for TRRO]

1.13 Prior to submitting an order pursuant to this Agreement for high capacity (DS1 or above) Dedicated Transport or high capacity Loops that BellSouth has identified as subject to non-impairment (i.e wire impairment list) under Section 251, ITC^DeltaCom shall undertake a reasonably diligent inquiry to determine whether ITC^DeltaCom is entitled to unbundled access to such Network Elements in accordance with the terms of this Agreement provided BellSouth has given Deltacom supporting data for BellSouth's non-impairment designation . By submitting any such order where BellSouth has provided supporting data for BellSouth's nonimpairment designation, ITC^DeltaCom self-certifies that to the best of ITC^DeltaCom's knowledge, the high capacity Dedicated Transport or high capacity Loop requested is available as a Network Element pursuant to this Agreement. Upon receiving such order, BellSouth shall process the request in reliance upon ITC^DeltaCom's self-certification. To the extent BellSouth believes that such request does not comply with the terms of this Agreement, BellSouth shall seek dispute resolution in accordance with the General Terms and Conditions of this Agreement.

1.13.1 To the extent DeltaCom requests access to BellSouth supporting data for its non-impairment designations and BellSouth refuses, DeltaCom shall be deemed to have performed a reasonably diligent inquiry.

[BST-Insert for TRRO Routine Network Modifications]

1.14 BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7) and (e)(4) for Loops and Dedicated Transport provided under this Attachment. If BellSouth has anticipated such RNM and performs them during normal operations and has recovered the costs for performing such modifications through the rates set forth in Exhibit X, then BellSouth shall perform such RNM at no additional charge. RNM shall be performed within the intervals established for the Network Element and subject to the performance measurements and associated remedies set forth in Attachment 9 of this Agreement to the extent such RNM were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a RNM and has not recovered the costs of such RNM in the rates set forth in Exhibit X, then such request will be handled as a project on an individual case basis. BellSouth will provide a price quote for the request and, upon receipt of payment from ITC^DeltaCom, BellSouth shall perform the RNM.

1.14 Routine Network Modifications (RNM), Testing and Trouble Reporting
BellSouth will perform Routine Network Modifications (RNM) in accordance with FCC 47 C.F.R. § 51.319 (a)(7-8) and (e)(4) for loops and Dedicated Transport provided under this Attachment. BellSouth shall make all routine network modifications to unbundled loop facilities used by ITCD at ITCD's request where the requested loop facility has already been constructed. BellSouth shall perform these routine network modifications to unbundled loop facilities in a nondiscriminatory fashion, without regard to whether the loop facility being accessed was constructed on behalf, or in accordance with the specifications, of any carrier. A routine network modification is an activity that BellSouth regularly undertakes for its own customers. Routine network modifications include, but are not limited to, rearranging or splicing of cable; adding an equipment case; adding a doubler or repeater; adding a smart jack; installing a repeater shelf; adding a line card; deploying a new multiplexer or reconfiguring an existing multiplexer; and attaching electronic and other equipment that the incumbent LEC ordinarily attaches to a DS1 loop to activate such loop for its own customer. They also include activities needed to enable ITCD to obtain access to a dark fiber loop. Routine network modifications may entail activities such as accessing manholes, deploying bucket trucks to reach aerial cable, and installing equipment casings. Routine network modifications do not include the construction of a new loop, or the installation of new aerial or buried cable for a requesting telecommunications carrier.

1.14.1 Engineering policies, practices, and procedures.

BellSouth shall not engineer the transmission capabilities of its network in a manner, or engage in any policy, practice, or procedure, that disrupts or degrades access to a local loop or subloop, including the time division multiplexing-based features, functions, and capabilities of a hybrid loop, for which a requesting telecommunications carrier may obtain or has obtained access pursuant to paragraph (a) of this section.

1.14.2 BellSouth shall perform the RNM pursuant to the existing rates ordered by the state commission. The costs associated with these modifications are reflected in the recurring charges that ITC^D pays for the loops. If BellSouth believes it has not sufficiently covered its cost using existing ordered rates, BellSouth can seek resolution from the state commission. However, in the interim, BellSouth will perform the RNM in the same time intervals and in the same manner as that it performs for its own customers at the existing recurring and non-recurring rates associated with the loop or transport ordered by the state commission and included as Exhibit X. There may not be any double or retroactive recovery of these costs.

1.14.3 Performance measurements and remedies contained in Attachment 9 shall apply to such RNM.

[BST-Insert for TRRO Commingling]

1.15Commingling of Services

1.15.Commingling means the connecting, attaching, or otherwise linking of a Network Element, or a Combination, to one or more Telecommunications Services or facilities that ITC^DDeltaCom has obtained at wholesale from BellSouth, or the combining of a Network Element or Combination with one or more such wholesale Telecommunications Services or facilities. ITC^DDeltaCom must comply with all rates, terms or conditions applicable to such wholesale Telecommunications Services or facilities.

Subject to the limitations set forth elsewhere in this Attachment, BellSouth shall not deny access to a Network Element or a Combination on the grounds that one or more of the elements: 1) is connected to, attached to, linked to, or combined with such a facility or service obtained from BellSouth; or 2) shares part of BellSouth's network with access services or inputs for mobile wireless services and/or interexchange services.

Unless otherwise agreed to by the Parties, the Network Element portion of a commingled circuit will be billed at the rates set forth in this Agreement and the remainder of the circuit or service will be billed in accordance with BellSouth's tariffed rates or rates set forth in a separate agreement between the Parties.

1.14When multiplexing equipment is attached to a commingled circuit, the multiplexing equipment will be billed from the same agreement or tariff as the higher bandwidth circuit.

Central Office Channel Interfaces (COCI) will be billed from the same agreement or tariff as the lower bandwidth circuit.

Notwithstanding any other provision of this Agreement, BellSouth shall not be obligated to commingle or combine Network Elements or Combinations with any service, network element or other offering that it is obligated to make available only pursuant to Section 271 of the Act.

1.15 Commingling

1.15.1 *Commingling of Services. Commingling means the connecting, attaching, or otherwise linking of a network element, or a network element combination, to one or more services or facilities that «customer short name» has obtained at wholesale from BellSouth or the combining of a network element or network combination with one or more such wholesale services or facilities.*

1.15.2 *A wholesale service may include a element or service provided pursuant to Section 271. Upon request, BellSouth shall perform the functions necessary to commingle an unbundled network element or a combination of unbundled network elements with one or more facilities or services that customer has obtained at wholesale from BellSouth. BellSouth shall not deny access to a network element or a network element combination on the grounds that such facilities or services are somehow connected, attached, linked combined, or otherwise attached to a facility or service obtained from BellSouth or on the grounds that the network element or network element combination shares part of BellSouth's network with non-local services.*

1.15.3 *BellSouth shall permit <<customer>> to commingle an unbundled network element provided under Section 251 or 271 or a combination of unbundled network elements provided under Section 251 with any wholesale service obtained from BellSouth, whether available under contract or tariff, including unbundled network elements provided under Section 271 as well as with elements that the CLEC has in its own network or with network elements that it has a right to use.*

1.15.4 *Unless otherwise agreed to by the Parties, the Section 251 and Section 271 network element portion of a commingled arrangement will be billed at the rates set forth in this Agreement. The portion of the commingled arrangement that is provided pursuant to a tariff shall be billed at the rates contained in the tariff.*

1.15.5 *BellSouth shall implement an electronic ordering process for commingling such that DeltaCom only has to submit one order to one center for a commingled service. Services available for commingling include but are not limited to those configurations identified in Appendix One (NSE: Appendix One is the list of the configurations I sent to you via email).*

- 1.15.6 BellSouth shall implement an electronic ordering process for commingling such that DeltaCom only has to submit one order to one center for a commingled service. Services available for commingling include but are not limited to those configurations identified in Appendix One (NSE: Appendix One is the list of the configurations I sent to you via email). Where processes, including ordering and provisioning processes for a commingled arrangement are not in place, BellSouth shall use existing ordering and provisioning processes and shall accept ITC^DeltaCom's orders for commingling via electronic spreadsheet specifying the information reasonably necessary to complete such orders and to provision all such orders within 7 days of receipt.
- 1.15.7 Bellsouth shall not change its wholesale or access tariffs in any fashion or add new language that would restrict or negatively impact the availability or provision of commingling under this Attachment or Agreement, unless the Parties mutually agree in writing otherwise.
- 1.15.8 Upon the effective date of this Agreement, BellSouth shall provide local switching unbundled under Section 271 commingled with 251 or 271 loops as port/loop combinations.
- 1.15.9 Bellsouth shall only charge ITCD the non-recurring service order charge as set forth in Exhibit D that are applicable to the Section 251 network elements, facilities or services that ITCD has obtained at wholesale from BellSouth.

2. Unbundled Loops

- 2.1 BellSouth agrees to offer access to unbundled loops pursuant to the following terms and conditions and at the rates set forth in Exhibits DD-X and XX of this Attachment.

2.1.12 Definition

- 2.2.1 The local loop Network Element ("Loop") and Section 271 local loop element are eachis defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point at an end-user customer premises, including inside wire owned or controlled by BellSouth, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. Each unbundled loop will be provisioned with a NID. [BST TRRO] Facilities that do not terminate at a demarcation point at an End User premises, including, by way of example, but not limited to, facilities that terminate to another carrier's switch or premises, a cell site, Mobile Switching Center or base station, do not constitute

~~local Loops.~~ [REDACTED] 1 TRO para. 294 –
Bellsouth shall provision loops including stand alone spare copper loops, copper subloops, and the features, functions, and capabilities for TDM based services over their hybrid loops. BellSouth is prohibited from engineering the transmission capabilities of loops in a way that would disrupt or degrade the local loop UNE (either hybrid or stand alone copper loops).

2.2.22.1.1

[REDACTED] The provisioning of loops to ITC^DeltaCom 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-connections are a separate element and are not considered a part of the loop.

[BST insert for TRRO- FTTH

2.1.22.1.2 Fiber to the Home (FTTH) loops are local loops consisting entirely of fiber optic cable, whether dark or lit, serving an End User's premises or, in the case of predominantly residential multiple dwelling units (MDUs), a fiber optic cable, whether dark or lit, that extends to the MDU minimum point of entry (MPOE). Fiber to the Curb (FTTC) loops are local loops consisting of fiber optic cable connecting to a copper distribution plant that is not more than five hundred (500) feet from the End User's premises or, in the case of predominantly residential MDUs, not more than five hundred (500) feet from the MDU's MPOE. The fiber optic cable in a FTTC loop must connect to a copper distribution plant at a serving area interface from which every other copper distribution subloop also is not more than five hundred (500) feet from the respective End User's premises.

2.1.3.1~~In new build (Greenfield) areas, where BellSouth has only deployed FTTH/FTTC facilities, BellSouth is under no obligation to provide Loops. FTTH facilities include fiber loops deployed to the MPOE of a MDU that is predominantly residential regardless of the ownership of the inside wiring from the MPOE to each End User in the MDU.~~

2.1.3.1**In new build (Greenfield) areas, where BellSouth or ITCD has only deployed FTTH facilities, or FTTC facilities, neither BellSouth nor ITCD is under an obligation to provide access to such FTTH and FTTC loops on an unbundled basis when the loop is deployed to an end user's customer premises that previously has not been served by any loop facility.**

2.1.42.1.3.1 In FTTH/FTTC overbuild situations where BellSouth also has copper Loops, BellSouth will make those copper Loops available to ITC^DeltaCom on an unbundled basis, until such time as BellSouth chooses to retire those copper Loops using the FCC's network disclosure requirements. In these cases, BellSouth will offer a 64 kilobits per second (kbps) second voice grade channel over its FTTH/FTTC facilities.

2.1.3.2 Furthermore, in FTTH/FTTC overbuild areas where BellSouth has not yet retired copper facilities, BellSouth is not obligated to ensure that such copper Loops in that area are capable of transmitting signals prior to receiving a request for access to such Loops by ITC^DeltaCom. If a request is received by BellSouth for a copper Loop, and the copper facilities have not yet been retired, BellSouth will restore the copper Loop to serviceable condition if technically feasible. In these instances of Loop orders in an FTTH/FTTC overbuild area, BellSouth's standard Loop provisioning interval will not apply, and the order will be handled on a project basis by which the Parties will negotiate the applicable provisioning interval

2.1.3.2. If a request is received by BellSouth for a copper loop, and the copper facilities have not yet been retired, BellSouth will restore the copper loop to serviceable condition if technically feasible within normal service intervals. If BellSouth notifies ITC^DeltaCom that such interval cannot be met, in which case BellSouth will provide with the notice detailed information on the reasons for its inability to provide the loop within the standard interval, a description of the work required to be performed, and the time required to perform it. If BellSouth cannot meet the standard interval, it will provide ITC^DeltaCom a 64kbps DSO loop on the fiber facility within the standard interval. Prior to retiring any copper loop or copper subloop that has been replaced with a FTTH or FTTC loop BellSouth must comply with the network disclosure requirements of the Act and with the FCC rules and any applicable state requirements. ITCD reserves the right to object to any notice of retirement of copper loops or subloops.

[BST insert for TRRO- Hybrid Loop]

A hybrid Loop is a local Loop, composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. BellSouth shall provide ITC^DeltaCom with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid Loop, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises.

2.1.4 A hybrid loop is a local loop (including DS1/DS3 capacity), composed of both fiber optic cable, usually in the feeder plant, and copper twisted wire or cable, usually in the distribution plant. Bellsouth shall provide access to hybrid loops to ITCD for both broadband and/or narrowband services. When a requesting telecom carrier seeks access to a hybrid loop for the provision of broadband services, BellSouth shall provide «customer short name» with nondiscriminatory access to the time division multiplexing features, functions and capabilities of such hybrid loop including DS1 or DS3 capacity where impairment exists, on an unbundled basis to establish a complete transmission path between BellSouth's central office and an End User's premises. Where

impairment does not exist, BellSouth shall provide such hybrid loop at just and reasonable rates pursuant to Section 271 at the rates set forth in Exhibit D. This access shall include access to all features, functions, and capabilities of the hybrid loop that are not used to transmit packetized information. When a requesting telecom carrier seeks access to a hybrid loop for the provision of narrowband services, BellSouth may provide nondiscriminatory access on an unbundled basis to an entire hybrid loop capable of voice grade service using time division multiplexing technology or provide nondiscriminatory access to a spare home run copper loop serving the customer on an unbundled basis. [TRO 285-297]

2.1.4.1 BellSouth shall not put in place any practice, policy or procedure that has the effect of disrupting or degrading access to the TDM-based features, functions and capabilities of hybrid loops.

2.1.4.2 Because hybrid loops are served via IDLC a one for one transmission path between BellSouth's central office and the customer premises may not exist at all times. Even so, BellSouth must provide DeltaCom access to a transmission path over hybrid loops served by IDLC through a spare copper facility or through UDLC. However, if neither of these options are available BellSouth must present a technically feasible method of unbundled access. {Para. 285-297}

[BST insert for TRRO- Transition Period DS1 and DS3 Loops]

Transition for DS1 and DS3 Loops

For purposes of this Section 2, the Transition Period for DS1 and DS3 Loops is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

For purposes of this Section 2, Embedded Base means DS1 and DS3 Loops that were in service for ITC^DeltaCom as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

For purposes of this Section 2, a Business Line is defined in 47 C.F.R. § 51.5.

BellSouth shall make available DS1 and DS3 Loops as defined in this Section 2.

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available DS1 and DS3 Loops as described in this Section 2.1.4 only for ITC^DeltaCom's Embedded Base during the Transition Period:

DS1 Loops at any location within the service area of a wire center containing 60,000 or more Business Lines and four (4) or more fiber based collocators.

DS3 Loops at any location within the service area of a wire center containing 38,000 or more Business Lines and four (4) or more fiber based collocators.

During the Transition Period, the rates for ITC^DeltaCom's Embedded Base of DS1 and DS3 Loops described in this Section 2.1.4 shall be as set forth in Exhibit XX.

The Transition Period shall apply only to ITC^DeltaCom's Embedded Base and ITC^DeltaCom shall not add new DS1 or DS3 loops as described in this Section 2.1.4 pursuant to this Agreement.

Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.4.1, no future DS1 Loop unbundling will be required in that wire center.

Once a wire center exceeds both of the thresholds set forth in Section 2.1.4.4.2, no future DS3 Loop unbundling will be required in that wire center.

At the end of the Transition Period any remaining Embedded Base will be disconnected.

2.1.5 Transition Period and Conversion Procedures for DS1, DS3, and Dark Fiber loops Provided Pursuant to Section 251

2.1.5.1 BellSouth shall provide ITC^DeltaCom with a list of those wire centers that has at least 60,000 business lines and at least four fiber-based collocators. However, if ITCD self-certifies that it believes DS1/DS3 loops should be available, BellSouth must honor the orders and use the Dispute Resolution Process as defined in this Agreement. In wire centers meeting the required thresholds, no unbundling is required. ITCD may obtain a maximum of 10 unbundled DS1 loops to any single building in which DS1 loops are available as unbundled loops. BellSouth shall make available at ITC^DeltaCom's request unbundled DS3 loops to any building served by a wire center with at least 38,000 business lines and at least four fiber-based collocators. ITC^DeltaCom may obtain a maximum of a single unbundled DS3 loop to any single building in which DS3 loops are available as unbundled loops. Where DLT seeks more than 10 DS1 loops to a single building, DLT may order a DS3 loop. If DLT has a single DS3 loop to any single building and no DS1 loops, DLT may order up to ten DS1 loops to any single building. BellSouth shall provide loops pursuant to Section 271 at the rates contained in Exhibit D. A Building that is served by both a wire center for which the cap on DS1 or DS3 loops applies and a wire center for which such cap does not apply will continue to have DS1 or DS3 loops available from the wire center to which the cap(s) does not apply and support incremental moves, adds, and changes.

2.1.5.2 Should BellSouth mistakenly list a wire center as non-impaired and ITC^DeltaCom relies to its detriment on BellSouth's designation, BellSouth shall immediately notify ITC^DeltaCom of its error and promptly refund ITC^DeltaCom of any overpayments, including but not limited to any charges associated with the unnecessary conversion from UNE to wholesale. Furthermore, ITC^DeltaCom shall have the right to audit the accuracy of BellSouth's non-impairment designations once annually. Should the audit results determine that BellSouth's designations resulted in overbilling or unnecessary

conversion charges of more than \$1,000.00 then BellSouth shall pay for the cost of the audit.

2.1.5.3 For a 12 month period beginning March 11, 2005, any DS1/DS3 loop UNEs that ITCD leases from BellSouth as of that date, but which it later turns out that BellSouth is not obligated to unbundled, ITCD, shall be able to lease from BellSouth at a rate equal to the higher of (1) 115% of the rate the requesting carrier paid for the loop element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that loop element. The Parties will true-up back to March 11, 2005, the difference between the UNE rate paid for the DS1/DS3 loop which is determined to be no longer subject to impairment and the transition rate described in (1) or (2) above upon the execution of this Agreement including any applicable change of law processes. However to the extent a state commission order raises some rates and lowers others, BellSouth must adopt all or none of the rate changes. Furthermore, ITC^DeltaCom, at its election, may choose to pay the true up amount in one payment or may choose to pay the true up amount in installments of at least the same number of months over which the charges accrued.

2.1.5.4 Upon identification of those DS1 loops/DS3 loops that are no longer subject to unbundling, if ITCD elects to continue purchasing those DS1/DS3 loops from BellSouth pursuant to Section 271, the rates shall be set forth in Exhibit D. BellSouth shall not assess any non-recurring charge for the billing change. Further, if ITCD chooses to roll the circuits to a tariff arrangement or other contract arrangement, BellSouth will include such DS1/DS3 loop counts as qualifying for any discount programs at rates ,terms and conditions applied to ITCD's existing special access services or such other discount plans that may be available. If ITCD elects to transition services to another provider (including itself), BellSouth shall only assess the rate set forth in Exhibit D. ITCD shall provide spreadsheets of those DS1/DS3 loops (including circuit ids) to Bellsouth. BellSouth shall work the spreadsheets in a timely manner with no outage to ITCD or ITCD's customers. BellSouth shall assign a project manager to ITCD to ensure that affected circuits are not negatively impacted by the transition. In no event will ITCD be required to pay the transition rate plus the replacement tariff or contract rate for the same circuit for the same time period. BellSouth shall provide ITCD notice of completion of the transfer in billing or the disconnection/transfer of the affected circuits to another provider.

2.1.5.5 Transition period for dark fiber loop circuits. For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any dark fiber loop UNEs that ITCD leases from BellSouth as of that date shall be available for lease from BellSouth at a rate equal to the higher of (1) 115% of the rate ITCD paid for the loop element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial

Review Remand Order, for that loop element. ITCD shall not obtain new dark fiber loops at TELRIC rates. The Parties will true-up back to March 11, 2005, the difference between the UNE rate paid for the Dark Fiber loop and the transition rate described in (1) or (2) above upon the execution of this Agreement including any applicable change of law processes. However to the extent a state commission order raises some rates and lowers others, BellSouth must adopt all or none of the rate changes. Furthermore, ITCD, at its election, may choose to pay the true up amount in one payment or may choose to pay the true up amount in installments. If ITCD elects to continue purchasing those dark fiber loops from BellSouth pursuant to Section 271 or pursuant to a separate agreement, BellSouth shall not assess any non-recurring charge for the billing change. Further, BellSouth will include such dark fiber loop counts as qualifying for any discount programs. If ITCD elects to transition services to another provider (including itself), BellSouth shall only assess reasonable cost based rates set forth in Exhibit D.

2.1.5.6 ITCD shall provide spreadsheets of those dark fiber loops (including circuit ids) to Bellsouth. BellSouth shall work the spreadsheets in a timely manner with no outage to ITCD or ITCD's customers. BellSouth shall assign a project manager to ITCD to ensure that affected circuits are not negatively impacted by the transition. In no event will ITCD be required to pay the transition rate plus the replacement tariff or contract rate for the same circuit for the same time period. BellSouth shall provide ITCD notice of completion of the transfer in billing or the disconnection/transfer of the affected circuits to another provider.

2.1.5.7 Loops Provided Pursuant to Section 271

Rates for DS1, DS3 and dark fiber loops that are no longer provided pursuant to Section 251 shall be offered by BellSouth to customer pursuant to Section 271 at "just and reasonable rates" as set forth in Exhibit D and subject to the same technical specifications and performance measurements. There shall be no restriction or limitation on the number of DS1 and/or DS3 loops unbundled under Section 271 that ITC^DeltaCom may order to any Building from any BellSouth wire center.

2.1.7.12.1.5.8 -When a BellSouth technician is required to be dispatched to provision the Loop, BellSouth will tag the Loop with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the Loop, BellSouth will tag the Loop on the next required visit to the End User's location. If ITC^DeltaCom wants to ensure the Loop is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), ITC^DeltaCom may order Loop Tagging. Rates for Loop Tagging are as set forth in **Exhibit D~~X~~**.

[Sections 2.1.5.9 –2.2.2 Reserved for future use]

2.2.2.1

BellSouth Order Coordination referenced in this Attachment includes two types: Order Coordination (OC) and Order Coordination - Time Specific (OC-TS) as defined in Exhibit A of this Attachment. BellSouth shall provision coordinated outovers for SL2 loops as set forth in Exhibit B of this Attachment.

2.2.2.2

Order Coordination (OC) allows BellSouth and ITC/DeltaCom to coordinate the installation of all digital loops where OC may be purchased as an option to ITC/DeltaCom's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. Order coordination of physical conversions will be scheduled during normal business hours on the committed due date and ITC/DeltaCom advised.

2.2.2.3

Order Coordination - Time Specific (OC-TS) refers to service order coordination in which ITC/DeltaCom requests a specific time for a service order conversion to take place. All loops for a single service order of 14 or more loops will be provisioned on a project basis. OC-TS is a chargeable option in addition to any applicable OC charge. ITC/DeltaCom may specify a time between 9:00 a.m. and 5:00 p.m. Monday through Friday local time. If ITC/DeltaCom specifies a time outside this window, or selects a time or quantity of loops that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC-TS charges.

2.2.2.4

Ordering Process for non-SL2

2.2.2.4.1

The ordering process for unbundled loops shall proceed in accordance with this Section 2.2.2.4 and Attachment 6 of this Agreement.

2.2.2.4.2

BellSouth shall exercise its best efforts in attempting to meet the conversion time ITC/DeltaCom requests through the LSR. However, unless ITC/DeltaCom's LSR specifies a time specific conversion in which case the conversion must commence at the tie indicated in the LSR, then within forty-eight (48) to twenty-four (24) hours prior to the date and time requested for the loop conversion in ITC/DeltaCom's LSR and acknowledged by BellSouth's POC. BellSouth may contact ITC/DeltaCom via telephone to finalize a scheduled conversion time (i.e., specific time on the date set forth in the POC) which may be different from the conversion time ITC/DeltaCom requested in the LSR. The scheduled conversion time shall be the time at which the parties shall commence coordination of loop installation with the disconnect and reconnect of an end user's service and any number portability update. BellSouth shall not assess any additional charges for scheduled conversion times commencing between BellSouth normal business hours as set forth in Attachment 6 of this Agreement.

2.2.2.4.3 At the scheduled conversion time, BellSouth shall have a sixty (60) minute window within which it shall contact ITC/DeltaCom to begin the loop conversion process. Provided, however, that if ITC/DeltaCom requested a time specific conversion, the conversion shall commence at the time indicated in ITC/DeltaCom's LSR and be completed consistently with timeframes for time specific conversions. If BellSouth fails to deliver a working loop at the coordinated time, BellSouth shall, at ITC/DeltaCom's request, extend the window at no additional charge.

2.2.2.4.3.1 If either Party dispatches a technician for a loop conversion and the other Party fails to complete the conversion at the scheduled time, the non-performing Party may be charged the one (1) hour additional engineering charges as set forth in BellSouth's ECC No. 11a111, Section 13d1.

2.2.2.4.4 After the loop conversion process commences, a coordinated loop cutover, which shall include coordinated conversion of number portability, shall be completed within the following time periods:

2.2.2.4.4.1 For single loop conversions per location, the conversion shall be completed within fifteen (15) minutes.

2.2.2.4.4.2 For up to ten (10) loop conversions per location, the conversion of all loops shall be completed within sixty (60) minutes, and each individual loop conversion shall be completed within fifteen (15) minutes.

2.2.2.4.4.3 For loop conversions not exceeding thirty (30) loops per location and not determined complex or exceptionally large, the conversion of all loops shall be completed within one hundred and twenty (120) minutes. All loops above a thirty (30) loop quantity or ten (10) loop quantity and determined as complex (a cut that requires more operation than a single cut point) will be negotiated by ITC/DeltaCom and BellSouth prior to the due date.

2.2.2.4.4.4 BellSouth agrees that upon ITC/DeltaCom's request, for order coordinated loop cutovers involving three (3) or more lines, at least two (2) lines will remain in service at all times during the conversion process.

2.2.2.5 Where facilities are requested new services do not currently exist, the installation intervals will be determined by BellSouth. ITC/DeltaCom will then be notified of the targeted due date. BellSouth shall provide ITC/DeltaCom adequate justification and an explanation of the unusual circumstances that caused BellSouth to be unable to meet these commitments.

2.2.2.6 **[BST to verify]** Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Said interval will be set in a reasonable manner and in accordance with any required extra work times. Some unbundled loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval. **[BST Std-Need to verify GA language]** Where facilities are available, BellSouth will install Loops in compliance with BellSouth's Products and Services Interval Guide available at BellSouth's Web site: <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more Loops, the installation and any applicable OC as described below will be handled on a project basis, and the intervals will be set by the BellSouth project manager for that order. When Loops require a Service Inquiry (SI) prior to issuing the order to determine if facilities are available, the interval for the SI process is separate from the installation interval.*[Deltacom seeks to retain original language]*

2.2.2.7 Rates, terms and conditions for order Service Date Advancement Charges will apply in accordance with Attachment 6.

2.2.2.8 The Loop shall be provided to ITC/DeltaCom in accordance with BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

2.2.2.9 ITC/DeltaCom may utilize the unbundled loops to provide any telecommunications service it wishes so long as such services are consistent with industry standards and BellSouth's TR73600.

2.2.2.10 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where ITC/DeltaCom has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.), the resulting Loop will be maintained as set forth in TR73600 or in the applicable industry standard.

2.2.2.11 **CLEC to CLEC Conversions for Unbundled Loops**

2.2.2.11.1 The CLEC to CLEC conversion process for unbundled loops may be used by ITC/DeltaCom when converting an existing unbundled Loop from another CLEC for the same end user. The Loop type being converted must be included in ITC/DeltaCom's Interconnection Agreement before requesting a conversion.

2.2.2.11.2 To utilize the CLEC to CLEC conversion process, the loop being converted must be the same Loop type with no requested changes to the Loop, must serve the same end user location from the same serving wire center, and must not require an outside dispatch to provision.

2.2.2.11.3 The Loops converted to ITC^DeltaCom pursuant to the CLEC to CLEC conversion process shall be provisioned in the same manner and with the same functionality and options as described in this Attachment for the specific Loop type.

[BST proposal]

2.2.2.12 Bulk Migration

2.2.2.12.1 BellSouth will make available shall provide to ITC^DeltaCom a Bulk Migration process for the migration of UNE-P to UNE-L, resale or EEL (DS0/DS1) as requested by ITC^DeltaCom pursuant to which ITC^DeltaCom may request to migrate port/loop combinations, provisioned pursuant to a separate agreement between the parties, to Loops (UNE-L). The Bulk Migration process may be used if such loop/port combinations are (1) associated with two (2) or more Existing Account Telephone Numbers (EATNs); and (2) located in the same Central Office for business customers. For residential customers, ITCD can aggregate residential customer accounts located in the same Central Office. The terms and conditions for use of the Bulk Migration process are described in the BellSouth ex parte filing at the FCC in Docket No.04-313- and CC Docket 01-338 -BellSouth CLEC Information Package, incorporated herein by reference as it may be amended from time to time. The CLEC Information Package is located at www.interconnection.bellsouth.com/guides/html/unec.html. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the Loop type being requested on the Bulk Migration, as set forth in Exhibit DA. Additionally, Operations Support Systems (OSS) charges will also apply. Loops connected to Integrated Digital Loop Carrier (IDLC) systems **[BST to verify] will be migrated pursuant to Section 2.6 below.**

2.2.2.12.2 Should ITC^DeltaCom request migration for two (2) or more EATNs containing fifteen (15) or more circuits, ITC^DeltaCom ~~must~~ may use the Bulk Migration process referenced in 2.1.9.1 above.

[DLT: What about the issues we brought to BellSouth's attention on 5/17- Has bellsouth fixed those problems? Can we now send requests for noncoordinated bulk migrations without fear that the orders will fail?]

2.2.2.12.3 If BellSouth fails to comply with its bulk migration guidelines it filed with the FCC, then BellSouth shall credit all non-recurring charges associated with that failed bulk migration. If during a bulk migration a end user customer is left

without dial tone for longer than 2 hours and it is due to BellSouth's error or omission, BellSouth shall (a) notify the end user of its error in writing and copy DeltaCom and (b) shall credit DeltaCom's monthly invoice on a pro rata basis accordingly.

[DLT NOTE: what about the 10% discount as described in bell's filings to the FCC and in the TRRO? Will bell make that effective retro back to 3/11/05? If not, why not?]

2.2.3 Unbundled Voice Loops (UVLs)

2.2.3.1 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 and will not have test points. Order Coordination (OC) and/or engineering information/circuit make-up data will be chargeable options. Upon issuance of an order in the service order system, SL1 loops without optional Order Coordination will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers, provided, however, that for loop activation in BellSouth staffed central offices, BellSouth will use its best efforts to provide an a.m. or p.m. designation only where loop activation requires dispatching of a BellSouth technician and where ITC/DeltaCom has specifically requested an a.m. or p.m. preference for activation on the LSR. Further, for loop activation in BellSouth central offices that are not staffed, BellSouth will use its best efforts to provide an a.m. or p.m. designation only where loop activation requires dispatching of a BellSouth technician and where ITC/DeltaCom has specifically requested an a.m. or p.m. preference for activation on the LSR. SL2 loops shall have test points, will be designed with a Design Layout Record provided to ITC/DeltaCom, and will be provided with Order Coordination. The OC feature will allow ITC/DeltaCom to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability services. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

2.2.4 BellSouth will also offer Unbundled Digital Loops (UDL). They will be designed (where appropriate), will be provisioned with test points (where appropriate), and will come standard with Order Coordination and a Design Layout Record (DLR).

2.2.4.1 BellSouth shall make available the UDLs in 2.2.4.2, 2.2.4.14 including any other UDLs ordered by regulatory authorities.

2.2.4.1.1 BellSouth shall make available DS3 Loop, STS-1 Loop, OC3 Loop/OC12 Loop/OC48 Loop for the provision of ITC/DeltaCom's telecommunications

services. OC3/OC12/OC48 loops shall be offered pursuant to Section 271 at the rates contained in Exhibit X.

2.2.4.2 2-wire Unbundled ISDN Digital Loop

2.2.4.3 2-wire Universal Digital Channel (UDSL Compatible)

2.2.4.4 2-wire Unbundled ADSL Compatible Loop

2.2.4.5 2-wire Unbundled HDSL Compatible Loop

2.2.4.6 4-wire Unbundled HDSL Compatible Loop

2.2.4.7 4-wire Unbundled DSL Digital Loop

2.2.4.8 4-wire Unbundled Digital Loop/DS0 - 64 kbps, 56 kbps and below

2.2.4.9 DS3 Loop

2.2.4.10 STS-1 Loop

2.2.4.11 271 OC3 Loop

2.2.4.12 271 OC12 Loop

2.2.4.13 271 OC48 Loop

2.2.5 2-Wire Unbundled ISDN Digital Loops will be provisioned according to industry standards for 2-Wire Basic Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. ITG/DeltaCom will be responsible for providing BellSouth with a Service Profile Identifier (SPID) associated with a particular ISDN-capable loop and end user. With the SPID, BellSouth will be able to adequately test the circuit and ensure that it properly supports ISDN service.

2.2.5.1 **[BST proposes to strike]** The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600. **[Please provide basis for strike-DLT/NSE # this has not been discussed 6/3/05]**

2.2.5.2 **[BST proposes to strike]** The UDC may be provisioned on copper or through a Digital Loop Carrier (DLC) system. When UDC Loops are provisioned using a DLC system, the Loops will be provisioned on time slots that are compatible with data-only services such as IDSL.

2.2.6 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft

long and may have up to 6111 of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.2.7 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed loop that is provisioned according to Carrier Serving Area (CSA) criteria and may be up to 12,000 feet long, and may have up to 2,500 feet of bridged tap (inclusive of loop length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

2.2.8 4-Wire Unbundled DSL Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DSL or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. A DSL Loop may be provisioned over a variety of loop transmission technologies including copper HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DSL Network Interface at the end-user's location.

2.2.8.12.3.6.2 — BellSouth shall not provide more than ten (10) unbundled DS1 Loops to ITC^DeltaCom at any single building in which DS1 Loops are available as unbundled Loops [DLT strikes this sentence is already included or addressed earlier]

2.2.9 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 49kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

2.2.10 DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface.

2.3.12 ITC^DeltaCom may obtain a maximum of a single Unbundled DS3 Loop to any single building in which DS3 Loops are available as Unbundled Loops. [addressed earlier]

2.2.11 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping. It is a two-point digital transmission path which provides for simultaneous two-way transmission of serial bipolar return-to-zero

synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS-1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic based electrical interface.

2.2.12 271 OC3 Loop/OC12 Loop/OC48 Loop. OC3/OC-12/OC-48 Loops are optical two-point transmission. The physical interface for all optical transport is optical fiber. This interface standard allows for transport of many different digital signals using a basic building block or base transmission rate of 51.84 megabits per second (Mbps). Higher rates are direct multiples of the base rate. The following rates are applicable: OC-3 -155.52 Mbps; OC12 - 622.08 Mbps; and OC-48 - 2488 Mbps-**DLT rejects strike**.

2.2.13 DS3 and above services come with a test point and a DLR. BellSouth TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 and above services.

2.3 Unbundled Copper Loops (UCL)

2.3.1 BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a connect twisted pair Loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters) and is not intended to support any particular telecommunications service. The UCL will be offered in two types: Designed and Non-Designed.

2.3.2 Unbundled Copper Loop – Designed (UCL-D)

2.3.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). **BLS seeks to strike** The UCL-D will be offered in two versions - Short and Long **[pls. Explain strike-DLT/This has not been discussed 6/3/05 NSE]**

2.3.2.2 A short UCL-D (18,000 feet or less) is provisioned according to Resistance Design parameters, may have up to 6,000 feet of bridged tap and will have up to 1300 ohms of resistance.

2.3.2.3 **[BST seeks to strike]** The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance. [DLT: pls explain strike /not discussed 6/3/05]

2.3.2.4 The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by ITC/DeltaCom.

2.3.2.5 These loops are not intended to support any particular services and may be utilized by ITC/DeltaCom to provide a wide range of telecommunications services so long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.3.2.6 BellSouth will make available the following UCL-Ds:

2.3.2.6.1 2-Wire UCL-D/~~short~~

2.3.2.6.2 ~~2~~ Wire UCL-D/~~long~~

2.3.2.6.3 4-Wire UCL-D/~~short~~

2.3.2.6.4 ~~4~~ Wire UCL-D/~~long~~

2.3.3 **Unbundled Copper Loop - Non-Designed (UCL-ND)**

2.3.3.1 The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1,300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1,300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

2.3.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Make Up process is not required to order and provision the UCL-ND. However, ITC DeltaCom can request Loop Make Up for which additional charges would apply.

2.3.3.3 At an additional charge, BellSouth also will make available Loop Testing so that ITC DeltaCom may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit E-IX of this Attachment.

2.3.3.4 UCL-ND loops are not intended to support any particular service and may be utilized by ITC DeltaCom to provide a wide range of telecommunications services so long as those services do not adversely affect BellSouth's network. The UCL-ND will include a Network Interface Device (NID) at the customer's location for the purpose of connecting the loop to the customer's inside wire.

2.3.3.5 Order Coordination (OC) will be provided as a chargeable option and may be utilized when the UCL-ND provisioning is associated with the reuse of BellSouth facilities. Order Coordination - Time Specific (OC-TS) does not apply to this product.

2.3.3.6 ITC DeltaCom may use BellSouth's Unbundled Loop Modification (ULM) offering to remove bridge tap and/or load coils from any loop within the BellSouth network. Therefore, some loops that would not qualify as UCL-ND could be transformed into loops that do qualify using the ULM process.

2.4. Unbundled Loop Modifications (Line Conditioning)

2.4.1 Line 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, load coils, bridged taps, low pass filters, and range extenders.

Line Conditioning is defined as routine network modification-the removal from a copper loop or copper subloop of any device that could diminish the capability of the loop or subloop to deliver high-speed switched wireline telecommunications capability, including digital subscriber line service.

that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper Loop or copper Subloop that may

diminish the capability of the Loop or Subloop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices **include but are not limited to**, load coils, excessive bridged taps, low pass filters, and range extenders. Excessive bridged taps are bridged taps that serves no network design purpose and that are beyond the limits set according to industry standards and/or the BellSouth's TR73600 Unbundled Local Loop Technical Specification.

BellSouth will remove load coils only on copper Loops and Subloops that are less than 18,000 feet in length.

For any copper loop being ordered by ITC^DeltaCom which has over six thousand (6,000) feet of combined bridged tap will be modified, upon request from ITC^DeltaCom, so that the loop will have a maximum of six thousand (6,000) feet of bridged tap. This modification will be performed at no additional charge to ITC^DeltaCom.

ITC^DeltaCom may request removal of any unnecessary and non-excessive bridged tap (bridged tap between zero (0) and two thousand five hundred (2,500) feet which serves no network design purpose).

[ITCD to review]

2.4.2 BellSouth shall condition Loops, as requested by ITC^DeltaCom, whether or not BellSouth offers advanced services to the End User on that Loop.

2.4.3 In some instances, ITC^DeltaCom will require access to a copper twisted pair loop unfettered by any intervening equipment (e.g., filters, load coils, range extenders, etc.), so that ITC^DeltaCom can use the loop for a variety of services by attaching appropriate terminal equipment at the ends. ITC^DeltaCom will determine the type of service that will be provided over the loop. BellSouth's Unbundled Loop Modifications (ULM) process will be used to determine the costs and feasibility of conditioning the loops as requested. Rates for ULM are as set forth in Exhibit B of this Attachment.

2.4.4 In those cases where ITC^DeltaCom has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.) the resulting modified Loop will be ordered and maintained as a UCL.

2.4.5 **[BST seeks to delete]** The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.
pls. Explain deletion/nse/

2.4.6 ITC/DeltaCom shall request Loop make up information pursuant to this Attachment prior to submitting a service inquiry and/or a TSR for the Loop type that ITC/DeltaCom desires BellSouth to condition.

2.4.7 When requesting ULM for a loop that BellSouth has previously provisioned for ITC/DeltaCom, ITC/DeltaCom will submit a service inquiry to BellSouth. If a spare loop facility that meets the loop modification specifications requested by ITC/DeltaCom is available at the location for which the ULM was requested, ITC/DeltaCom will have the option to change the loop facility to the qualifying spare facility rather than to provide ULM. In the event that BellSouth changes the loop facility in lieu of providing ULM, ITC/DeltaCom will not be charged for ULM but will only be charged the service order charges for submitting an order.

2.5 ITC/DeltaCom or its agent will be responsible for testing and isolating troubles on the unbundled loops. Once ITC/DeltaCom or its agent has isolated a trouble to the BellSouth portion of a designed/non-designed unbundled loop (e.g., EWL, SL2, BCL, D, EWL, SL1, BCL, ND, etc.) before reporting repair to the UNE Center, ITC/DeltaCom will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers. At the time of the trouble report, ITC/DeltaCom will be required to provide the results of the ITC/DeltaCom test which indicated a problem on the BellSouth provided loop. BellSouth shall provide its test results to ITCD. Insofar as it is technically feasible, BellSouth shall test and report troubles for all the features, functions, and capabilities of conditioned copper lines, and may not restrict its testing to voice transmission only.[51.319 a 3(iii) (C)]. Where the root cause of the trouble is debatable or difficult to identify and it is a chronic trouble, BellSouth and ITCD shall schedule a technical meeting.

2.5.1 Either Party may charge the other for dispatching and testing of a trouble where the trouble was found not to be in the network of the dispatching or

testing Party and the dispatching of testing Party's equipment did not cause the dispatch. Where there is a dispute as to the appropriateness of such charge, the Parties will meet and review the record of repair history and determine whether the charge was appropriate. Charges so assessed by BellSouth shall be on a time and materials basis as set forth in BellSouth's state commission approved tariffs. Charges so assessed by ITC DeltaCom shall be on a time and materials basis as set forth in ITC DeltaCom's state commission approved tariffs. If ITC DeltaCom does not have state commission approved tariffs addressing such charges, then such charges shall be assessed by ITC DeltaCom at the rates set forth in BellSouth's tariffs. If the trouble which was originally found not to be in the network of the dispatching or testing Party is later proven to be a trouble in the dispatching or testing Party's network, the dispatching or testing Party shall waive or refund any such charges. Upon request from ITCD, BellSouth will be required to provide the results of any tests conducted by BellSouth in testing and isolating the trouble. —In the event, ITCD is required to submit multiple trouble tickets on a chronic problem that is ultimately found to be on BellSouth's network, BellSouth shall credit ITCD for any and all charges assessed to ITCD and shall reimburse ITCD for the time of its technicians in resolving the issues.

2.5.2 — Maintenance, Repair and Testing of Loops.

BellSouth shall provide, on a nondiscriminatory basis, physical loop test access points to ITCD at the splitter, through a cross-connection to ITCD's collocation space, or through a standardized interface, such as an intermediate distribution frame or a test access server, for the purpose of testing, maintaining, and repairing copper loops and copper subloops. If BellSouth seeks to utilize an alternative physical access methodology, BellSouth may request approval to do so from the state commission, but BellSouth must show that the proposed alternative method is reasonable and nondiscriminatory, and will not disadvantage ITCD's ability to perform loop or service testing, maintenance, or repair.

2.6 Technical Requirements

2.6.1 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 ITC DeltaCom can use the Special Construction process to

request that BellSouth place facilities or otherwise modify facilities in order to meet the ITC/DeltaCom's request.

2.6.1.1 The loop will support the transmission, signaling, performance and interface requirements of the services described in 2.9.1 above. It is recognized that the requirements of different services are different, and that a number of types or grades of loops are required to support these services. Services provided over the loop by ITC/DeltaCom will be consistent with industry standards and BST's TR73600.

2.6.1.2 2.6.1.2 If ITC/DeltaCom requests loop conditioning as described in this Section, BellSouth will construct the loop type ordered and will maintain such loop to the characteristics and specifications of the loop type ordered.

2.6.1.2.1 If «customer short name» requests line conditioning on a reserved facility for a new loop order, BellSouth may perform a pair change and provision a different loop facility in lieu of the reserved facility with line conditioning if feasible. The loop provisioned will meet or exceed specifications of the requested loop facility as modified. «customer short name» will not be charged for line conditioning if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide loop make up detail of the loop provisioned.

2.6.1.3 [BST seeks to strike] To the extent BellSouth converts a resold service to unbundled network elements or combination of network elements for any telecommunications carrier, BellSouth shall make available to ITC/DeltaCom the same conversion for the same services and elements on the same terms and conditions and at the same rates, if any; provided, however that the rate for such conversion shall not exceed those rates set forth in **Exhibit D** to this Attachment: [pls. Explain strike]

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

BellSouth's TR73600, Unbundled Local Loop Technical Specification

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

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

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

2.6.2.4 ANSI T1-403 - 1989, American National Standard for Telecommunications Carrier to Customer Installation: DSL Metallic Interface Specification

2.6.2.5 ANSI T1-413 - 1998, American National Standard for Telecommunications Network and Customer Installation Interfaces - Asymmetric Digital Subscriber Line (ADSL) Metallic Interface

2.7 Universal Digital Loop Carriers (UDLC)

For unbundled loops provided to ITC/DeltaCom via coordinated cutovers and where the loop being provided to ITC/DeltaCom was heretofore used to provide service to that same end user via UDLC, BellSouth will use commercially reasonable efforts to re-use that same UDLC provided loop. Where for technical reasons, BellSouth is not able to use the same UDLC provided loop to ITC/DeltaCom, BellSouth will, no later than twenty-four to forty-eight (24-48) hour pre- due date referenced in Section 4.3.3.1, notify ITC/DeltaCom that the same UDLC loop will not be used.

2.8 Integrated Digital Loop Carriers (IDLC)

If ITC/DeltaCom requests one or more loops served by an Integrated Digital Loop Carrier system ("IDLC"), BellSouth shall unbundle the IDLC-delivered loop, as soon as practicable, using one of the following alternative arrangements: (1) utilize existing Next Generation Digital Loop Carrier ("NGDLC") facilities; (2) utilize existing Universal Digital Loop Carrier ("UDLC"); (3) utilize existing copper facilities that serve the distribution area or allocate new copper feeder pairs to the distribution area if spare capacity is available in the feeder route or carrier serving area; (4) utilize spare capacity of existing Integrated Network Access system or other existing IDLC that is terminated on a digital cross-connect system; (5) utilize side-door/harpin capability of switch peripheral if the serving IDLC is terminated on a peripheral with those capabilities, or if spare capacity is available on a switch peripheral; (6) activate new IDLC or NGDLC capacity to the distribution area; or (7) convert some existing IDLC capacity to UDLC. These alternative arrangements will be used where available to permit ITC/DeltaCom to order a Loop and to provide ITC/DeltaCom with the capability to serve end users at the same level BellSouth provides its retail customers, to the extent technically feasible. **DLT fnote 855 of the TRO states that Telcordia has set forth means by which ILEC provide unbundled loops to CLEC over DLC systems and that telecom manufacturers have designed equipment to take into account the regulatory obligations/ has bell identified additional means by which a DLC loop can be unbundled without additional A to D conversions? How does bell plan to comply with the**

requirement that narrowband services (dial up/fax) must be provided ?This has not been discussed 6/3/05 NSE |

3. Network Interface Device

3.1. Definition

The NID is defined as any means of interconnection of end-user customer inside wire to BellSouth's distribution plant, such as a cross-connect device used for that purpose. The NID is a single-line termination device or that portion of a multiple-line termination device required to terminate a single line of circuit at the premises. The NID features two independent chambers or divisions that separate the service provider's network from the end user's on-premises wiring. Each chamber or division contains the appropriate connection points or posts to which the service provider and the end user each make their connections. The NID provides a protective ground connection and is capable of terminating cables such as twisted-pair cable.

3.2 BellSouth shall permit LEC DeltaCom to connect LEC DeltaCom's loop facilities to the end user's inside wire through the BellSouth NID or at any other technically feasible point.

3.3 Access to Network Interface Device (NID)

3.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), LEC DeltaCom may access the end user's wire by any of the following means. BellSouth shall allow LEC DeltaCom to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. LEC DeltaCom agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 6 of the General Terms and Conditions of this Agreement.

3.3.1.1 Where an adequate length of the end user's inside wire is present and environmental conditions permit, either Party may remove the inside wire from the other Party's NID and connect that wire to that Party's own NID, or

3.3.1.2 Enter the subscriber access chamber or side of dual chamber NID enclosures for the purpose of extending a connectorized or spliced jumper wire from the inside wiring through a suitable punch-out hole of such NID enclosures, or

3.3.1.3 Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be

charged to the requesting Party (i.e., TFC/DeltaCom, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

3.3.1.4 In no case shall either Party remove or disconnect the other Party's loop facilities from either Party's NIDs, enclosures, or protectors unless: (1) the applicable Commission has expressly permitted the same; (2) the disconnecting Party provides prior notice to the other Party; and (3) the Party disconnecting appropriately caps off and guards the other Party's loops. It will be TFC/DeltaCom's responsibility to ensure there is no safety hazard and will hold BellSouth harmless for any liability associated with the removal of the BellSouth loop from the BellSouth NID. In such cases, it shall be the responsibility of the disconnecting party, once the other Party's loop has been disconnected from the NID, to reconnect the disconnected loop to a nationally-recognized testing laboratory listed station protector, which has been grounded as per Article 800 of the National Electrical Code. If TFC/DeltaCom does not wish to accept this responsibility, other options exist in which BellSouth installs a NID for TFC/DeltaCom as a chargeable option.

3.3.1.5 In no case shall either Party remove or disconnect ground wires from BellSouth's NIDs, enclosures, or protectors.

3.3.1.6 In no case shall either Party remove or disconnect NID modules, protectors, or terminals from BellSouth's NID enclosures.

3.3.1.7 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with TFC/DeltaCom to develop specific procedures to establish the most effective means of implementing this Section 3.

3.3.2 Technical Requirements

3.3.2.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.

3.3.2.2 The NID shall be capable of transferring electrical analog or digital signals between the subscriber's inside wiring and the Distribution Media and/or cross connect to TFC/DeltaCom's NID, consistent with the NID's function at the Effective Date of this Agreement.

3.3.2.3 Where a BellSouth NID exists, it is provided "as is" condition. TFC/DeltaCom may request BellSouth do additional work to the NID in accordance with Section 3.3.1.7. When TFC/DeltaCom deploys its own local loops with respect to multiple line termination devices, TFC/DeltaCom shall specify the quantity of NIDs connections that it requires within such device.

3.3.3 Interface Requirements

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

3.3.3.2 BellCore Technical Advisory TA-TSY-000120 "Customer Premises or Network Ground Wire"

3.3.3.3 BellCore Generic Requirement GR-49-CORE "Generic Requirements for Outdoor Telephone Network Interface Devices"

3.3.3.4 BellCore Technical Requirement TR-NWT-00239 "Indoor Telephone Network Interfaces"

3.3.3.5 BellCore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

[DLT to review TRO/TRRO]

4. [BST SEEKS TO STRIKE] Unbundled Loop Concentration (ULC) System

4.1 BellSouth will provide to ITC^DeltaCom Unbundled Loop Concentration (ULC). Loop concentration systems in the central office concentrate the signals transmitted over local loops onto a digital loop carrier system. The concentration device is placed inside a BellSouth central office. BellSouth will offer ULC with a TR008 interface or a TR303 interface

4.1.2 ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to ITC^DeltaCom at ITC^DeltaCom's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in **Exhibit B** of this Attachment-*[pls. Explain strike/not discussed 6/3/05]*

5. Sub-loop Elements

5.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide

non-discriminatory access, in accordance with 51.311 and Section 251(c) (3) of the Act, to the sub-loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in Attachment 11 of this Agreement.

- 5.1.1 Sub-loop components include but are not limited to the following:
- 5.1.2 Unbundled Sub-Loop Distribution;
- 5.1.3 ~~Unbundled Sub-Loop Concentration/Multiplexing Functionality; and~~
- 5.1.4 Unbundled Sub-Loop Feeder.

[pls. Explain strike]

5.2 Unbundled Sub-Loop (distribution facilities)

5.2.1 Definition

5.2.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (R/T) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2-Wire or 4-Wire facility. Following are the current sub-loop distribution offerings:

5.2.2.1 Voice grade Unbundled Sub-Loop Distribution (USL-D) is a sub-loop facility from the cross-box in the field up to and including the point of demarcation at the end-user's premises.

5.2.2.2 Unbundled Sub-Loop distribution facilities were originally built as part of the entire voice grade loop from the BellSouth central office to the customer network interface. Therefore, the voice grade Unbundled Sub-Loop may have load coils, which are necessary for transmission of voice grade services.

5.2.2.3 Unbundled Copper Sub-Loop (UCSL) is a non-loaded copper facility of any length provided from the cross-box in the field up to and including the end-user's point of demarcation.

5.2.2.3.1 If available, this facility will not have any intervening equipment, such as load coils between the end-user and the cross-box.

5.3 If ITC/DellaCom requests a UCSL and a non-loaded pair is not available, ITC/DellaCom may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL.

ITC DeltaCom may order Loop Make-up to determine what loop modifications will be required.

5.3.1 Unbundled Sub-Loop distribution facilities shall support functions associated with provisioning, maintenance and testing of the Unbundled Sub-Loop. For access to Voice Grade USL-D and UGSL, ITC DeltaCom would be required to deliver a cable to the BellSouth remote terminal or cross box in the field to provide continuity to ITC DeltaCom's feeder facilities. This cable would be connected by a BellSouth technician within the BellSouth R/O cross-box during the set-up process. ITC DeltaCom's cable pairs can then be connected to BellSouth's USL within the BellSouth cross-box by the BellSouth technician.

5.3.2 Unbundled Sub-Loop - Intrabuilding Network Cable (USL-INC) (also a laser cable) is the distribution facility inside a subscriber's building or between buildings on one customer's same premises (contiguous property not separated by a public street or road). USL-INC includes the facility from the cross-connect device in the building equipment room up to and including the point of demarcation at the end user's premises. In a scenario that requires connection in a building equipment room, BellSouth will install a cross-connect panel that will be installed for the purpose of accessing USL-INC pairs. The cross-connect panel will function as a single point of interconnection (SPOI) for USL-INC and will be accessible by multiple barriers as space permits. BellSouth will place cross-connect blocks in 25 pair increments for ITC DeltaCom's use on this cross-connect panel. ITC DeltaCom will be responsible for connecting its facilities to the 25 pair cross-connect block(s).

5.3.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where ITC DeltaCom has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet ITC DeltaCom's demand, then BellSouth will perform the set-up work as described in Section 5.3.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 5.3.4) to accommodate ITC DeltaCom's request for Unbundled Sub-Loops, ITC DeltaCom may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. ITC DeltaCom will have the option of paying the SC charges to modify the BellSouth facilities.

5.3.4 Set-up work must be completed before ITC DeltaCom can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth technician will perform the necessary work to splice ITC DeltaCom's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

5.3.5 Once the set-up is complete, ITC^DeltaCom will request sub-loop pairs through submission of a Local Service Request (LSR) form to the Local Carrier Service Center (LCSC). Manual Order Coordination is required with USL pair provisioning and is in addition to the USL pair rate. For expedite requests by ITC^DeltaCom for sub-loop pairs, expedite charges will apply for intervals less than 5 days.

5.3.6 Unbundled Sub-Loop shall be equal to or better than each of the applicable requirements set forth in the applicable industry standard technical references.

5.3.7 Unbundled Sub-Loops will be provided in accordance with technical reference TR-73600.

5.4 ~~[BST SEEKS TO STRIKE]~~ Unbundled Sub-Loop Concentration System (USLC)

- 5.4.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide ITC^DeltaCom with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into ITC^DeltaCom collocation space. TR-008 and TR303 interface standards are available.
- 5.4.2 USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of ITC^DeltaCom's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of ITC^DeltaCom's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to ITC^DeltaCom's collocation space within the SWC that serves the RT where ITC^DeltaCom's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.
- 5.4.3 In these scenarios ITC^DeltaCom would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow ITC^DeltaCom's sub-loops to then be placed on the USLC and transported to their collocation space at a DS1 level.

5.5 ~~—————~~ **[BST proposes to delete] Unbundled Sub Loop Feeder**

5.5.1 ~~—————~~ **[DLT : per para. 253..."we expect incumbent lecs to develop wholesale service offerings for access to their fiber feeder to ensure access to copper subloops ...pls. Provide that wholesale service offering/ NSE/If this is a 271 network element, then ITCD requests that rates, terms and conditions be included in this agreement. If, however, this is not a 271 element, then ITCD requests that bellsouth clarify what wholesale offering or service is being provided and at what rates, terms and conditions and pursuant to what section of the Act?]**

6. **Unbundled Network Terminating Wire (UNTW)**

6.1 ~~—————~~ BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to ITCD/DeltaCom pursuant to the following terms and conditions at rates as set forth in Attachment 11-2.

6.2 ~~—————~~ **Definition**

6.3 ~~—————~~ Subject to applicable and effective FCC rules and orders, UNTW is a dedicated transmission facility that BellSouth provides from the Wiring Closet/Garden Terminal (or other type of cross-connect point) at the point of termination of BellSouth's loop distribution facilities to the end user's point of demarcation. UNTW is the final portion of the loop owned by BellSouth.

6.4 ~~—————~~ **Requirements**

6.4.1 ~~—————~~ On a multi-unit premises where Provisioning Party owns the network terminating wire and by request of Requesting Party, Provisioning Party will provide access to UNTW pairs on an Access Terminal that is suitable for use by multiple carriers at each Garden Terminal or Wiring Closet.

6.4.2 ~~—————~~ In new construction where possible, both Parties may at their option and with the property owner's agreement install their own Network Terminating Wire (NTW). In existing construction, the Provisioning Party shall not be required to install new or additional NTW beyond existing NTW to provision the services of the Requesting Party.

6.4.3 ~~—————~~ Upon notice from the Requesting Party to the Provisioning party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive

the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning Party, Requesting Party is responsible for ensuring the end user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

6.4.4 Provisioning Party will use best efforts to complete installation of the Access Terminals within 30 business days of the receipt by the Provisioning Party of the Service Inquiry from the Requesting Party.

6.4.5 Requesting Party is responsible for obtaining the property owner's permission for Provisioning Party to install an Access Terminal(s) on behalf of the Requesting Party. The submission of the SI by the Requesting Party will serve as certification by the Requesting Party that such permission has been obtained.

6.4.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s). TFC/DeltaCom will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).

6.4.7 Requesting Party will isolate and report repair problems to the UNE center. Requesting Party must tag the UNTW pair that requires repair. If Provisioning Party dispatches a technician on a reported trouble call and no UNTW trouble is found, Provisioning Party will charge Requesting Party for time spent on the dispatch and testing the UNTW pair(s).

6.4.8 If Requesting Party initiates the Access Terminal installation and the Requesting Party has not activated at least one pair on the Access Terminal installed pursuant to Requesting Party's request for an Access Terminal within 6 months of installation of the Access Terminal, Provisioning Party will bill Requesting Party a non-recurring charge equal to the actual cost of provisioning the Access Terminal.

6.4.9 If Provisioning Party determines that Requesting Party is using the UNTW pairs without reporting such usage to BellSouth, the following charges shall apply in addition to any fines, which may be established by state commissions and any other remedies at law or in equity available to the Provisioning Party:

6.4.10 If Requesting Party issued a LSR to disconnect an end-user from Bell Southern

order to use a LNTW pair. Requesting Party will be billed for the use of the pair back to the disconnection order date.

6-4-11 If Requesting Party activated a 911W part in which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that part back to the date the end-user began receiving service using that part. Upon request, Requesting Party will provide copies of its billing record to substantiate special date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal Installation.

DLT to review TRO/TRRO

7. **Dark Fiber Loop**

Dark Fiber Loop is an unused optical transmission facility without attached signal regeneration, multiplexing, aggregation or other electronics. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure. BellSouth will not provide any terminating elements, regeneration or other electronics necessary for FCC DataCom to utilize Dark Fiber Loops.

7.1.1 A Dark Fiber Loop is defined as a transmission facility between a distribution name (or its equivalent) in BellSouth's central office and the loop demarcation point or at an end-user/customer premises. BellSouth shall provide the Dark Fiber Loop access to Dark Fiber Loops at any technically feasible point in BellSouth's network.

~~Transition for Dark Fiber Loop~~

For purposes of this Section 2.8.4, the Transition Period for Dark Fiber Loops is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

~~For purposes of this Section 2.8.4, Embedded Base means Dark Fiber Loops that were in service for ITC/DeltaCom as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.~~

During the Transition Period only, BellSouth shall make available for the Embedded Base Dark Fiber Loops for ITC\DeltaCom at the terms and conditions set forth in this

Attachment:

The rates for ITC\Delta\Delta\Delta's Embedded Base of Dark Fiber Loops during the Transition Period shall be as set forth in Exhibit A.

~~The Transition Period shall apply only to ITC^ΔDeltaCom's Embedded Base and ITC^ΔDeltaCom shall not add new Dark Fiber Loops pursuant to this Agreement.~~

Effective September 11, 2006, Dark Fiber Loops will no longer be made available pursuant to this Agreement and any remaining Embedded Base will be disconnected.

Transition period for dark fiber loop circuits. For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any dark fiber loop UNEs that ITCD leases from BellSouth as of that date shall be available for lease from BellSouth at a rate equal to the higher of (1) 115% of the rate ITCD paid for the loop element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that loop element. ITCD shall not obtain new dark fiber loops at TELRIC rates. The Parties will true-up back to March 11, 2005, the difference between the UNE rate paid for the Dark Fiber loop and the transition rate described in (1) or (2) above upon the execution of this Agreement including any applicable change of law processes. However to the extent a state commission order raises some rates and lowers others, BellSouth must adopt all or none of the rate changes. Furthermore, ITCD, at its election, may choose to pay the true up amount in one payment or may choose to pay the true up amount in installments. If ITCD elects to continue purchasing those dark fiber loops from BellSouth pursuant to Section 271 or pursuant to a separate agreement, BellSouth shall not assess any non-recurring charge for the billing change. Further, BellSouth will include such dark fiber loop counts as qualifying for any discount programs. If ITCD elects to transition services to another provider (including itself), BellSouth shall only assess reasonable cost based rates set forth in Exhibit D.

ITCD shall provide spreadsheets of those dark fiber loops (including circuit ids) to BellSouth. BellSouth shall work the spreadsheets in a timely manner with no outage to ITCD or ITCD's customers. BellSouth shall assign a project manager to ITCD to ensure that affected circuits are not negatively impacted by the transition. In no event will ITCD be required to pay the transition rate plus the replacement tariff or contract rate for the same circuit for the same time period. BellSouth shall provide ITCD notice of completion of the transfer in billing or the disconnection/transfer of the affected circuits to another provider.

7.1.1.1 Loops Provided Pursuant to Section 271

Rates for dark fiber loops that are no longer provided pursuant to Section 251 shall be offered by BellSouth to customer pursuant to Section 271 at "just and reasonable rates" as set forth in Exhibit D.

7.2

Requirements

During the transition period for embedded dark fiber loops, BellSouth shall continue to provide those dark fiber loops pursuant to the terms and conditions below.

7.2.5 Additionally, dark Fiber Loops provided pursuant to Section 271 shall have the following specifications:

7.2.5 Specifications. There is no specified performance objective for Unbundled Dark Fiber. However, at the request of the customer, if made prior to the installation of the facilities, BellSouth will attempt to estimate the transmission loss of the channel at the customer's intended transmission wavelength: provided, however, that BellSouth does not warrant that the customer's channel will operate at that estimated loss or that the transmission loss will remain constant during the period in which the customer obtains the facilities from BellSouth.

For customer design purposes, BST will provide the Carrier the following information:

- Length of the fiber cable including 3% extra for possible cable reroutes.
- Loss budget value in decibels/kilometer (dB/km) of fiber cable at $\lambda = 1310$ nm or $\lambda = 1550$ nm.
- Number of splices constructed and anticipated number of maintenance splices. Loss budget value of each splice in dB/splice.
- Loss budget value of single-mode fiber jumper in dB/jumper.
- Loss budget value of jumpers and connectors at the Lightguide Terminal Interconnect Equipment (LTIE) in dB at customer premises.
- Loss budget values of jumpers and connectors in dB used to connect fibers in BST office(s).

Note: Loss Budget Values are end-of-life values which account for aging and are usually greater than actual measured values.

7.2.6 The following provides typical characteristics of optical fiber and components commonly utilized in BST's network:

Wavelength (λ)	1310 nm	1550 nm
Typical Fiber Loss	0.5 dB/km	0.35 dB/km
Discrete Reflectance (Splices, Connectors)	-40.0 dB	-40.0 dB
Return Loss (Fiber Cable)	+24.0 dB	+24.0 dB

Medium Zero Dispersion Wavelength	1310 \pm 3 nm	Not Applicable
Chromatic Dispersion (Fiber Cable)	3.5 ps/nm-km	18.0 ps/nm-km
Chromatic Dispersion Slope (Fiber Cable)	0.093 ps/(nm-km ²)	0.093 ps/(nm-km ²)
Polarization Mode Dispersion (Fiber Cable)	10 ps	10 ps

Table 1: Typical Technical Characteristics of BST Optical Fiber and Components

8.1 Loop Makeup (LMU)**8.1.1 Description of Service**

8.1.1.1 BellSouth shall make available via electronic interface to ITC/DeltaCom (LMU) information for BellSouth's network facilities so that ITC/DeltaCom can make an independent judgment about whether the Loop is capable of supporting the advanced services equipment ITC/DeltaCom intends to install and the services ITC/DeltaCom wishes to provide. This section addresses LMU as a preordering transaction, distinct from ITC/DeltaCom ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) for preordering loop makeup are likewise unique from other preordering functions with associated service inquiries (SI) as described in this Agreement.

8.1.1.2 BellSouth will provide ITC/DeltaCom LMU information consisting of the composition of the loop material (copper/fiber), the existence, location and type of equipment on the Loop, including but not limited to digital loop carrier or other remote concentration devices, feeder distribution interfaces, bridged taps, load coils, pair gain devices, the loop length, the wire gauge and electrical parameters.

8.1.1.3 BellSouth's LMU information is provided to ITC/DeltaCom as it exists either in BellSouth's databases or in its hard copy facility records. BellSouth does not guarantee accuracy or reliability of the LMU information provided.

8.1.1.4 BellSouth's provisioning of LMU information to the requesting CLEC on facilities is contingent upon either BellSouth or the requesting CLEC owning the loop(s) that serve the service location for which LMU information has been requested by the CLEC. The requesting CLEC is not authorized to receive LMU information on a facility owned by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the other CLEC (owner) or its authorized agent or the end user on the LMUSI (Loop Makeup Service Inquiry) submitted by the requesting CLEC.

8.1.1.5 TTC/DeltaCom may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth loop. The determination shall be made solely by TTC/DeltaCom and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said loop. The specific loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved, taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee TTC/DeltaCom's ability to provide advanced data services over the ordered loop type. Further, if TTC/DeltaCom orders loops that are not intended to support advanced services (such as U-V, SL1, U-V4SL2) or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. TTC/DeltaCom is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

8.1.2 Submitting Loop Makeup Service Inquiries

8.1.2.1 TTC/DeltaCom may obtain LMU information by submitting a LMU Service Inquiry (LMUSI) mechanically or manually. Mechanized LMUSIs should be submitted through BellSouth's Operational Support Systems interfaces. After obtaining the loop information from the mechanized LMUSI process, if TTC/DeltaCom needs further loop information in order to determine loop service capability, TTC/DeltaCom may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit B-DX of this Attachment.

8.1.2.2 Manual LMUSIs shall be submitted by electronic mail to BellSouth's Complex Resale Support Group (CRSG) utilizing the Preordering Loop Makeup Service Inquiry form. The service interval for the return of a Loop Makeup Manual Service Inquiry is three business days. Manual LMUSIs are not subject to

expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

8.1.3 Loop Reservations

8.1.3.1 For a Mechanized LMUSL, ITC/DeltaCom may reserve up to ten Loop facilities. For a Manual LMUSL, ITC/DeltaCom may reserve up to three Loop facilities.

8.1.3.2 ITC/DeltaCom may reserve facilities for up to four (4) business days for each facility requested on a LMUSL from the time the LMUSL information is returned to ITC/DeltaCom. During and prior to ITC/DeltaCom placing an LSR, the reserved facilities are rendered unavailable to other customers, including BellSouth. If ITC/DeltaCom does not submit an LSR for a UNE service on a reserved facility within the four-day reservation timeframe, the reservation of that spare facility will become invalid and the facility will be released.

8.1.3.3 Charges for preordering LMUSL are separate from any charges associated with ordering other services/Other Services from BellSouth.

DLT to review and compare to TRO/TRRO and our proposed language

8.1.4 Ordering of Other UNE Services

8.1.4.1 All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth. ITC/DeltaCom will not be billed any additional LMU charges for the loop ordered on such LSR. If, however, ITC/DeltaCom does not reserve facilities upon an initial LMUSL, ITC/DeltaCom placement of an order shall be deemed placed and billed for such a facility rate element that includes manual service inquiry and reservation, per Exhibit B of this Attachment.

8.1.4.2 Where ITC/DeltaCom has reserved multiple Loop facilities on a single reservation, ITC/DeltaCom may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to ITC/DeltaCom, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type Loop as ordered by ITC/DeltaCom. If the ordered Loop type is not available, may utilize the Unbundled Loop Modification process or the Special Construction process, as applicable, to obtain the Loop type ordered.

8.1.4.3 red

~~8.1.4.2 Where ITC^DeltaCom submits an LSR to order facilities reserved during the LMSI process, BellSouth will use its best efforts to assign to ITC^DeltaCom the facilities reserved as indicated on the return of the LMSI.~~

8.1.4.4 Except as set forth in Section 2.9.1.6, copper-only Loops will not be subject to change due to modification and/or upgrades to BellSouth's network and will remain on copper facilities until the Loop is disconnected by ITC^DeltaCom or the End User, or until BellSouth retires the copper facilities via the FCC's and any applicable Commission's requirements. ITC^DeltaCom is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop type ordered.

~~DeltaCom is reviewing~~

8.1.4.5.

~~BST: If BellSouth retires its copper facilities using 47 C.F.R. § 52.325(a) requirements; or is required by a governmental agency or regulatory body to move or replace copper facilities as a maintenance procedure, BellSouth will notify ITC^DeltaCom, according to the applicable network disclosure requirements. It will be ITC^DeltaCom's responsibility to move any service it may provide over such facilities to alternative facilities. If ITC^DeltaCom fails to move the service to alternative facilities by the date in the network disclosure notice, BellSouth may terminate the service to complete the network change.~~

ITCD BellSouth will provide notification of network changes in accordance with 47 CFR Section 51:325-335-, which specifies the notice period. CLEC may submit a request, within thirty (30) days of CLEC's receipt of a notice of planned network modification, to maintain characteristics of affected elements. Where BellSouth is permitted to provide less than six months notice, CLEC may submit such request within ten days of CLEC's receipt of BellSouth's notice. To the extent the requested characteristics are specifically provided for in this Attachment, Technical Publication or other written description, BellSouth, at its own expense, will be responsible for maintaining the functionality and required characteristics of the elements purchased by CLEC, including any expenses associated with changes in facilities, operations or procedure of BellSouth, network protection criteria, or operating or maintenance characteristics of the facilities for a period of not more than 12 months, exclusive of the notice period, unless the parties agree otherwise. To the extent requested characteristics are not specifically provided for therein, CLEC's request will be considered under the BFR and the process will be completed prior to modifying CLEC's affected element. BellSouth shall provide public notice of planned network changes that include the retirement of copper loops through distribution in an Carrier Notice Letter and posting of notice on BellSouth's website, in addition to any other public notice provided in accordance with FCC rule. Nothing in this Section shall reduce or eliminate BellSouth's obligation to provide notice of short-term network changes directly to affected telephone exchange service providers as required by 47 CFR 51.333

[BST proposes to delete ADSL LANGUAGE]

8.2 ~~_____~~ [deleted]

8.2, BellSouth shall not refuse to provide wholesale DSL to CLEC on the same terms and conditions filed in its FCC tariff that it provides to ISPs or any other entity. Furthermore, BellSouth shall not refuse resale orders from ITC^DeltaCom that include orders for DSL.

:

8.2.1 Prior to disconnecting DSL service to those existing end users who currently have UNEP service with ITC^DeltaCom, BellSouth shall notify the affected end users of the planned discontinuance of DSL service and shall file such notice with the FCC and the appropriate state commission.

8.2.2. ITC^DeltaCom expressly reserves its rights to contest before any regulatory or judicial body the anticompetitive actions of BellSouth's tying of basic local service to its DSL. This amendment is entered into solely to comply with the directives of the FCC and in no way reflects any agreement on the part of ITC^DeltaCom that it is lawful for BellSouth to tie its basic local service to DSL. BellSouth shall indemnify and hold harmless ITC^DeltaCom from any end user suits related to BellSouth's decision to tie its local service to DSL or any other service.

[NOTE: WHAT ABOUT COMMERCIAL DSO CUSTOMERS ? WILL BELLSOUTH DISCONNECT DSL SERVICE ON THE WHOLESALE DSO SERVICE? What about the existing end users ? what are bell's plans to disconnect service and how does bell intend to implement these plans?]

9.0 [BST proposes to change out and offer new line splitting language] High Frequency Spectrum Network Elements

BellSouth shall provide High Frequency Spectrum Network Elements Line Splitting pursuant to **Exhibit C** of this Attachment.

10. Switching

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of local and tandem switching.

10.1 Local Switching

Notwithstanding anything to the contrary in this Agreement, the services offered pursuant to this Section 4 are limited to DS0 level Local Switching and BellSouth is not required to provide Local Switching pursuant to this Agreement except as set forth in Section 4.2.

10.1 Transition for Local Switching

For purposes of this Section 4, the Transition Period for Local Switching is the twelve (12) month period beginning March 11, 2005 and ending March 11, 2006.

For the purposes of this Section 4, Embedded Base shall mean Local Switching and any additional elements that are required to be provided in conjunction therewith that were in service for ITC^DeltaCom as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

During the Transition Period only, BellSouth shall make Local Switching available for the Embedded Base, in addition to all elements that are required to be provided in conjunction with Local Switching, at the rates, terms and conditions set forth in this Attachment. The Transition Period shall apply only to ITC^DeltaCom's Embedded Base and ITC^DeltaCom shall not place new orders for Local Switching pursuant to this Agreement.

The rates for ITC^DeltaCom's Embedded Base of Local Switching during the Transition Period shall be as set forth in Exhibit A.

4.2.1 Effective March 11, 2006, Local Switching will no longer be made available pursuant to this Agreement and any remaining Embedded Base will be disconnected. (

10. Local Switching & Port/Loop Combinations

10.1 Transition for 251 Local Switching and 251 Port/Loop Combinations. The FCC in the TRRO determined that certain network elements no longer will be required to be unbundled under Section 251, but also found that these elements must continue to be made available to CLECs for a specified period of time to enable CLECs to serve their embedded customer base and effect an orderly transition away from these Declassified UNEs. The FCC's transition plans apply to mass-market unbundled local circuit switching and UNE-P(251 Port/Loop Combination). For purposes of implementing these transition plans, CLEC's "embedded customer base" is defined as (1) business entities, including corporations, limited liability companies, partnerships, sole proprietorships, cooperatives and other entities; (2) governmental and non-profit organizations; and (3) residential customers that had executed a valid contract or service order or were subscribed to CLEC's services as of March 11, 2005.

10.1.1. For a 12-month period from the effective date of the TRRO or as otherwise modified by the FCC or a court of competent jurisdiction, BellSouth shall provide access to local circuit switching on an unbundled basis for ITCD to serve its embedded base of end-user customers. The price for unbundled local circuit switching in combination with unbundled DS0 capacity loops and shared transport obtained pursuant to this paragraph shall be the higher of: (A) the rate at which the requesting carrier obtained that combination of network elements on June 15, 2004 plus one dollar, or (B) the rate the state public utility commission establishes, if any, between June 16, 2004, and the effective date of the TRRO, for that combination of network elements, plus one dollar. This transition period applies to all unbundled local circuit switching arrangements used to serve customers at less than the DS1 capacity level as of the effective date of the Triennial Review Remand Order.

10.1.2. As of the effective date of this Agreement, ITCD shall not place orders for new local switching at TELRIC cost based rates as an unbundled network element for new customers. BellSouth shall, however, honor orders affecting the existing base of embedded customers (e.g. moves, adds, changes) for the transition period. Should a CLEC merge its embedded customer base with ITCD prior to March 11, 2006, that CLEC's embedded customer base shall be included with ITCD's pursuant to the rates, terms and conditions contained herein. Additionally, BellSouth shall continue to provide the same features, functions, and quality of service for local switching for the embedded base of customers during the transition period.

10.1.2.1 ITCD shall migrate its embedded base of UNE-P end-user customers off of the unbundled local circuit switching element to an alternative arrangement within 12 months of the effective date of the TRRO or as otherwise established by the FCC or court of competent jurisdiction. Alternative arrangements include: (1) 271 local switching at "just and reasonable rates" as set forth in Exhibit D; (2) resale; (3) migration of UNE-P customers to an unbundled DS0 loop (UNE-L); or (4) migration to an EEL or other DS1 loop and transport combination (whether commingled with a tariffed service or not). BellSouth shall work cooperatively with ITCD and in good faith to migrate the embedded base of customers to an alternative arrangement. BellSouth will not make negative statements to the embedded base of ITCD customers or engage in inappropriate winback activities during the transition period.

10.1.2.1.1 Section 271 Local switching at "just and reasonable rates" shall be as set forth in Exhibit D.

10.1.2.1.2. Rates, terms and conditions for resale are set forth in Attachment 1 of this Agreement.

10.1.2.1.3 Rates, terms and conditions for migration of UNE-P customers to UNE-L are set forth in Exhibit D to this Agreement. BellSouth is required to meet hot cut demand and to work with ITCD to prevent unnecessary customer disruption. If BellSouth causes an outage or in anyway fails to honor its commitments to the FCC and/or state commission regarding the hot cut or batch migration process, BellSouth will refund all non-recurring charges. Furthermore, ITCD reserves the right to seek damages as well as petition the applicable regulatory authority for a waiver of the requirement to convert its embedded base of customers.

10.1.2.1.4 Rates, terms and condition for migration of an existing customer to an EEL (DS0/DS1) are set forth in Exhibit D and in this Attachment 2.

10.1.2.1.5 Within 90 days of the effective date of this Agreement, the Parties shall "true-up" starting March 11, 2005, the difference between the rates charged by BellSouth for local switching for less than a DS1 capacity level and the TELRIC rates established by the applicable state commission plus \$1.00. Furthermore, ITCD, at its election, may choose to pay the true up amount in one payment or may choose to pay the true up amount in installments.

10.1.2.1.6 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, as described in this Section 10.0 to ITCD for the provision of a telecommunications service. BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact 251 Local Switching at parity with BellSouth retail repair..

10.1.2.1.7 10.1.1 ——— BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 10.1.3. below to ITC^DeltaCom for the provision of a telecommunications service.

10.1.2 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.

10.1.3 Local Circuit Switching Capability, including Tandem Switching Capability

10.1.3.1 Local Circuit Switching Capability is defined as: (A) 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; (B) 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 (C) switching provided by remote switching modules; and (D) all features, functions, and capabilities of the switch. Any features that are not currently available but are technically feasible through the switch can be requested through the BER/NBR process.

10.1.3.1.1 —

10.1.3.2

10.1.1. 10.1.1 Embedded UNE-P customers at less than the DS1 level are subject to the transitional rates of \$1.00 + TELRIC.

10.1.1 BellSouth shall not be required to unbundle local circuit switching for ITC^DeltaCom for a particular End User when ITC^DeltaCom: (1) serves an End User with four (4) or more voice grade (DS0) equivalents or lines served by BellSouth in Zone 1 of the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA; or (2) serves an End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that ITC^DeltaCom is serving any End User as described above as of the Effective Date of this amendment, such End User's arrangement may not remain in place and such Arrangement must be terminated by ITC^DeltaCom or transitioned by ITC^DeltaCom, or BellSouth shall disconnect such Arrangements upon thirty (30) days notice.

10.1.4 Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.

10.1.5 Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to ITC^DeltaCom's end user local calling and the ability to presubscribe to a primary carrier for intralATA toll and/or to presubscribe to a primary carrier for interlATA toll service.

10.1.6. Provided that ITC/DeltaCom purchases unbundled local switching (either stand alone ports or in a loop port combination commonly known as UNE-P) from BellSouth and uses the BellSouth CIC for its end users' LPI/C, or if a BellSouth end user selects BellSouth as its LPI/C, then the Parties will consider as local any calls originated by an ITC/DeltaCom local end user or originated by a BellSouth local end user and terminated to an ITC/DeltaCom local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a Party other than BellSouth). For such calls, BellSouth will charge ITC/DeltaCom the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and ITC/DeltaCom shall be as described in BellSouth's UNE Local Call Flows set forth in Exhibit D-X of this Attachment.

10.1.7. Where ITC/DeltaCom purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPI/C, BellSouth will consider as local those direct dialed telephone calls that originate from an ITC/DeltaCom end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge ITC/DeltaCom the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and ITC/DeltaCom shall be as described in BellSouth's UNE Local Call Flows set forth in Exhibit D-X of this Attachment.

10.1.8. For any calls that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth or ITC/DeltaCom), BellSouth shall bill ITC/DeltaCom the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges, as appropriate.

10.2. Unbundled Port Features

10.2.1. Charges for Unbundled Port are as set forth in Exhibit D-X of this Attachment.

10.2.2. Where applicable and available, non-switch-based services (certain AIN-based services such as privacy director and internet call waiting) may be ordered with the Unbundled Port at BellSouth's retail rates or resale rates as appropriate.

10.2.3. Any features that are not currently available but are technically feasible through the switch can be requested through the BER/NBR process.

10.2.4 BellSouth will provide to ITC/DeltaCom selective routing of calls to a requested Operator System platform pursuant to Section 14 of Attachment 2. Any other routing requests by ITC/DeltaCom will be made pursuant to the BFR/NBR Process as set forth in Attachment 11.

10.2.4.1 A featureless port is one that has a line port, switching facilities, and an inter-office port. A featured port is a port for which features available in a switch may be specifically requested by ITC/DeltaCom. Any features that are not currently available but are technically feasible through the switch can be requested through the BFR process.

10.2.5 Remote Call Forwarding

10.2.5.1 As an option, BellSouth shall make available to ITC/DeltaCom an unbundled port with Remote Call Forwarding capability (a URCF service). URCF service combines the functionality of unbundled local switching, tandem switching, and common transport to forward calls from the URCF service telephone number (the number dialed by the calling party) to another telephone number selected by the URCF service subscriber. When ordering URCF service, ITC/DeltaCom will ensure that the following conditions are satisfied:

10.2.5.1.1 That the end user of the forward-to number (service) agrees to receive calls forwarded using the URCF service (if such end user is different from the URCF service end user).

10.2.5.1.2 That the forward-to number (service) is equipped with sufficient capacity to receive the volume of calls that will be generated from the URCF service.

10.2.5.1.3 That the URCF service will not be utilized to forward calls to another URCF or another remote call forwarded number. ITC/DeltaCom will make every reasonable effort at time of service establishment that the forward-to number is not a URCF or Remote Call Forwarded Number. If BellSouth identifies that ITC/DeltaCom's end user has forwarded a URCF service to another URCF or remote call forwarded number, BellSouth will notify ITC/DeltaCom. ITC/DeltaCom shall take appropriate steps to discontinue the URCF service as set forth in this Section.

10.2.5.1.3.1 BellSouth will not permit the URCF service to be utilized to forward calls to another URCF or RCF number pursuant to the General Subscriber Services Table and

10.2.5.1.4 That the forward-to number (service) is not a public safety number (e.g., 911, fire or police number).

10.2.5.2 In addition to the charge for the URCP service port, BellSouth shall charge ITC/DeltaCom the rates set forth in Exhibit D-X for unbundled local switching, tandem switching, and common transport, including all associated usage incurred for calls from the URCP service telephone number (the number dialed by the calling party) to the forward-to number (service).

10.2.6 Provision for Local Switching

10.2.6.1 BellSouth shall perform nonintrusive routine testing (e.g., Mechanized Loop Tests (MLT)) and test calls such as 105, 107 and 108 type calls, and fault isolation.

10.2.6.1.2 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.

10.2.6.1.3 BellSouth shall perform manual call trace and permit customer originated call trace.

10.2.6.1.4 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to the technical specifications set forth in the applicable industry standard technical references. BellSouth shall provide interfaces to adjuncts through Telcordia standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributor. BellSouth shall offer to ITC/DeltaCom all AIN triggers in connection with its SMS/SGE offering.

10.2.6.1.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency Trunking if requested by ITC/DeltaCom.

10.2.6.1.6 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination, except for products or services that would be routed otherwise (e.g., Directory Assistance Call Completion (DACC) and Land To Mobile (LTM)).

10.2.6.1.7 BellSouth shall provide unbranded recorded announcement and call progress tones to alert callers of call progress and disposition, except where associated with a BellSouth service (e.g., Privacy Director and Quick Service).

10.2.6.8 BellSouth shall activate service for an ITC/DeltaCom customer on any of the Local Switching interfaces. This includes the provisioning changes to change a customer from BellSouth's services to ITC/DeltaCom's services without loss of switch feature functionality.

10.2.7 Local Switching Interfaces

10.2.7.1 The requirements set forth in this Section apply to Local Switching but not to the Data Switching function of Local Switching. Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references. BellSouth shall provide the following local switching interfaces:

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

10.2.7.1.2 Coin phone signaling.

10.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements.

10.2.7.1.4 Two-wire analog interface to PBX.

10.2.7.1.5 Four-wire analog interface to PBX.

10.2.7.1.6 Four-wire DS1 interface to PBX or customer provided equipment (e.g., computers and voice response systems) and may use SS7 signaling.

10.2.7.1.7 Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telcordia Technical Requirements.

10.2.7.1.8 Switched Fractional DS1 with capabilities to configure Nx64 channels (where N = 1 to 24) and may use SS7 signaling, and

10.2.7.1.9 Loops adhering to Telcordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.

10.2.7.10 Upon ITC/DeltaCom's request, BellSouth shall provide all performance data regarding a customer line, traffic characteristics or other measurable elements to ITC/DeltaCom. ITC/DeltaCom will pay BellSouth for all costs incurred to provide such performance data pursuant to the Party's Professional Services Agreement or New Business Request (NBR).

11. Unbundled Network Element Combinations

11.1 Unbundled Network Element Combinations shall include: 1) Enhanced Extended Links (EELs) 2) UNE Loops/Special Access Combinations 3) Loop/Port Combinations and 4) Transport Combinations.

11.2 ~~11.2 For purposes of this Section, references to "Currently Combined" network elements shall mean that such network elements are in fact already combined by BellSouth in the BellSouth network to provide service to a particular end user.~~

The rates for the Currently Combined Network Elements specifically set forth in Exhibits D of this Attachment shall be the rates associated with such Combinations. Where a Currently Combined Combination is not specifically set forth in Exhibits D, the rate for such Currently Combined Combination shall be the sum of the recurring rates for those individual Network Elements in addition to the applicable non-recurring switch-as-is charge set forth in Exhibits D.

The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibits D of this Attachment shall be the non-recurring and recurring charges for those Combinations. Where an Ordinarily Combined Combination is not specifically set forth in Exhibits D, the rate for such Ordinarily Combined Combination shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibits D. BellSouth shall provide Not Typically Combined Combinations to «customer short name» at the rates developed pursuant to the BFR process.

11.3 Enhanced Extended Links (EELs)

5.3 Enhanced Extended Links (EELs)

EELs are combinations of Loops and Dedicated Transport as defined in this Attachment, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide ITC^DeltaCom with EELs where the underlying Network Element are available and are required to be provided pursuant to this Agreement and in all instances where the requesting carrier meets the eligibility requirements, if applicable.

High capacity EELs are (1) combinations of Loop and Dedicated Transport, (2) Dedicated Transport commingled with a wholesale loop, or (3) a loop commingled with wholesale transport at the DS1 and/or DS3 level as described in 47 C.F.R. § 51.318(b).

By placing an order for a high capacity EEL, ITC^DeltaCom thereby certifies that the service eligibility criteria set forth herein are met for access to a converted high capacity EEL, a new high capacity EEL, or part of a high capacity commingled EEL as a UNE. BellSouth shall have the right to audit ITC^DeltaCom's high capacity EELs as specified below:

Service Eligibility Criteria

High capacity EELs must comply with the following service eligibility requirements:

ITC^DeltaCom must certify for each high capacity EEL that all of the following service eligibility criteria are met:

ITC^DeltaCom has received state certification to provide local voice service in the area being served;

For each combined circuit, including each DS1 circuit, each DS1 EEL, and each DS1 equivalent circuit on a DS3 EEL:

- 1) Each circuit to be provided to each End User will be assigned a local number prior to the provision of service over that circuit;
- 2) Each DS1 equivalent circuit on a DS3 EEL must have its own local number assignment so that each DS3 must have at least twenty eight (28) local voice numbers assigned to it;
- 3) Each circuit to be provided to each End User will have 911 or E911 capability prior to provision of service over that circuit;
- 4) Each circuit to be provided to each End User will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. § 51.318(e);
- 5) Each circuit to be provided to each End User will be served by an interconnection trunk over which ITC^DeltaCom will transmit the calling party's number in connection with calls exchanged over the trunk;
- 6) For each twenty four (24) DS1 EELs or other facilities having equivalent capacity, ITC^DeltaCom will have at least one (1) active DS1 local service interconnection trunk over which ITC^DeltaCom will transmit the calling party's number in connection with calls exchanged over the trunk; and
- 7) Each circuit to be provided to each End User will be served by a switch capable of switching local voice traffic;

BellSouth may, on an annual basis, audit ITC^DeltaCom's records in order to verify compliance with the qualifying service eligibility criteria. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA). To the extent the independent auditor's report concludes that ITC^DeltaCom failed to comply with the service eligibility criteria, ITC^DeltaCom must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going forward basis. In the event the auditor's report concludes that ITC^DeltaCom did not comply in any material respect with the service eligibility criteria, ITC^DeltaCom shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that ITC^DeltaCom did comply in all material respects with the service eligibility criteria, BellSouth will reimburse ITC^DeltaCom for its reasonable and demonstrable costs associated

with the audit. ITC^DeltaCom will maintain appropriate documentation to support its certifications.

In the event ITC^DeltaCom converts special access services to UNEs, ITC^DeltaCom shall be subject to the termination liability provisions in the applicable special access tariffs, if any.

11.3.1

11.0 High capacity EELs are Combinations of loops and transport as described in 47 C.F.R. §51.318(b). High capacity EELs shall be provided in accordance with the terms and conditions set forth herein and at the rates set forth in Exhibit D. EELs consisting of DS0 loops with higher-capacity transport, or with DS0 transport are not "high capacity EELs" and are not required to meet the service eligibility criteria set forth in Section 11.X. BellSouth shall provide DS0 EEL combinations at TELRIC cost based rates.

11.1 EELs

11.1.1 Notwithstanding anything in this Agreement to the contrary BellSouth agrees to make available to ITC^DeltaCom Enhanced Extended Links (EELs) and other forms of Unbundled Network Elements Combinations on the terms and conditions set forth below. BellSouth shall provide UNE combinations upon request, provided that the UNE combination is technically feasible and would not undermine the ability of other carriers to access UNEs or interconnect with BellSouth's network. BellSouth shall not impose any additional conditions or limitations upon obtaining access to EELs or to any other UNE combinations, other than those set out in the FCC's Triennial Review Order/TRRO

11.1.2 "EEL" means a UNE combination consisting of an unbundled loop(s) and Unbundled Dedicated Transport, together with any facilities, equipment, or functions necessary to combine those UNEs (including, for example, with or without multiplexing capabilities). An EEL that consists of a combination of voice grade to DS0 level UNE local loops combined with a UNE DS1 or DS3 Dedicated Transport (a "Low-Capacity EEL") shall not be required to satisfy the Eligibility Requirements set out below. If an EEL is made up of a combination that includes one or more of the following described combinations (the "High-Capacity EEL"), each circuit to be provided to each customer is required to terminate in a collocation arrangement that meets the

requirements of Section 6.5.7.6 below unless the EEL is commingled with a wholesale service in which case the wholesale service must terminate at the collocation. A High-Capacity EEL includes the following:

11.1.2.1 (1) combinations of loop and dedicated transport; (2) dedicated transport commingled with 271 or wholesale loop; or (3) a loop commingled with wholesale or 271 transport at the DS1 and/or DS3 level as described in 47 C.F.R. 51.318 (b).

11.1.3 BellSouth shall make Low Capacity EELs (less than DS1) available to CLEC without restriction.

11.1.4 Service Eligibility Requirements. To qualify for a High Capacity EEL, ITC^DeltaCom must have received state certification from the State Commission to provide local voice service in the area being served or, in the absence of a state certification requirement, has complied with registration, tariffing, filing fee, or other regulatory requirements applicable to the provision of local voice service in that area, and

11.1.4.1 For each combined circuit, including each DS1 circuit, each DS1 EEL and each DS1-equivalent circuit on a fully utilized DS3 EEL:

11.1.4.1.1 Each circuit to be provided to each customer will be assigned a local telephone number (NPA-NXX-XXXX),

11.1.4.1.2 each DS1 equivalent circuit on a fully utilized DS3 EEL arrangement must have its own Local Telephone Number assignment, so that each fully utilized DS3 must have at least 28 Local voice Telephone Numbers assigned to it;

11.1.4.1.3 each DS1 or DS1 equivalent circuit to be provided to each customer will have 911 or E911 capability prior to the provision of service over that circuit; CLEC may, at CLEC's option, satisfy this condition by certifying at the time it orders the EEL(s) that it will not begin to provide service until a local number is assigned and 911 or E911 capability is provided.

11.1.4.1.4 Each of ITC^DeltaCom's DS1 and/or DS3 circuit(s) to be provided to each customer will terminate in a collocation arrangement that meets the requirements of 47 C.F.R. 51.318(c). If the EEL is commingled with a

wholesale service, the wholesale service must terminate at the collocation arrangement. Where there is no single customer premises, such as where the traffic from multiple DS1 wireline end user loops are aggregated onto a DS3 transport facility, the point of aggregation will serve as the customer premises for purposes of this requirement. The collocation arrangement cannot be in an Interexchange carrier POP or an Internet service provider POP. However, ITC^DeltaCom may satisfy the collocation requirement through reverse collocation as described in paragraph 605 of the TRO or through shared collocation or by connecting its EEL to another carrier's entrance facility originating in that other carrier's collocation space within BellSouth's central office; and

11.1.4.1.5 Each circuit to be provided to each customer will be served by an interconnection trunk over which ITC^DeltaCom will transmit the calling party's number in connection with calls exchanged over the trunk.

11.1.4.1.6 For each 24 DS1 EELs loop or other facilities having equivalent capacity, ITC^DeltaCom will have at least one active DS1 local service interconnection trunk over which ITC6DeltaCom will transmit the calling party's number in connection with calls exchanged over the trunk. ITC^DeltaCom is not required to associate the individual EEL collocation termination point with a local interconnection trunk in the same wire center.

11.1.4.1.7 Each circuit to be provided to each customer will be served by switching equipment that is capable of switching local voice traffic.

11.1.5 A collocation arrangement meets the Service Eligibility Requirements if it is:

11.1.5.1 Established pursuant to Section 251(c)(6) of the Act and located at BellSouth's premises within the same LATA as the customer's premises, when BellSouth is not the collocator; or

11.1.5.2 Located at a third party's premises within the same LATA as the CLEC's premises, when BellSouth is the collocator ("reverse collocation") as described in Paragraph 605 of the TRO.

11.1.6 For a new circuit to which Section 11.1.4.1.3 applies, ITC^DeltaCom may initiate the ordering process if ITC^DeltaCom certifies that it will not begin to provide any service over that circuit until a local telephone number is assigned and 911/E911 capability is provided. In such case, ITC^DeltaCom shall satisfy EEL eligibility requirements if it assigns the required local telephone

number(s), and implements 911/E911 capability, within 30 days after BellSouth provisions such new circuit.

11.1.7 ITC^DeltaCom may provide certification supporting its request for a High Capacity EEL by sending a confirming letter to BellSouth on a blanket basis. A disconnect notice for any single circuit shall be sufficient to constitute notification to BellSouth that a blanket certification for multiple circuits that were part of a single order has been modified. In addition, ITC^DeltaCom may provide written notification no more often than once each calendar year certifying that its circuits satisfy all of the requirements of this section.

11.2 Audits Concerning Compliance With Service Eligibility Criteria for High Capacity EELs (DS1 EELs)

BellSouth may, on an annual basis, for good cause shown audit ITCD's material compliance with the Service Eligibility Criteria set forth above. To invoke its limited right to audit, BellSouth will send a Notice of Audit to CLEC, identifying the particular circuits for which BellSouth alleges non-compliance and the cause upon which BellSouth rests its allegations. The Notice of Audit shall also include all supporting documentation upon which BellSouth establishes the cause that forms the basis of its allegations that CLEC is non-compliant. Such Notice of Audit will be delivered to CLEC with all supporting documentation no less than thirty (30) calendar days prior to the date upon which BellSouth seek to commence an audit.

11.2.1 For purposes of calculating and applying an "annual basis", it means a consecutive 12-month period, beginning upon BellSouth's written notice that an audit will be performed for State«. The audit shall be conducted by a third party independent auditor, and the audit must be performed in accordance with the standards established by the American Institute for Certified Public Accountants (AICPA) which will require the auditor to perform an "examination engagement" and issue an opinion regarding ITCD's compliance with the service eligibility criteria. The independent auditor's report will conclude whether ITCD complied in all material respects with the applicable service eligibility criteria. Such audits require compliance testing designed by the independent auditor which include an examination of a sample selected in accordance with the independent auditor's judgment.

11.2.2 To the extent the independent auditor's report concludes that «customer short name» failed to comply with the Service Eligibility Criteria, «customer short name» must true-up any difference in payments, convert all noncompliant circuits to the appropriate service, and make the correct payments on a going-forward basis for so long as the facility is used to provide service to the end user. CLEC shall submit orders to BellSouth to either convert all noncompliant circuits to the appropriate service or disconnect non-compliant circuits. Conversion and disconnect orders shall be submitted within 30 days of the date on which CLEC receives a copy of the auditor's

report and CLEC shall begin paying the correct rates and charges for each converted circuit beginning with the next billing cycle following BellSouth's acceptance of such order, unless CLEC disputes the auditor's finding and initiates a proceeding at the state Commission for resolution of the dispute, in which case no changes shall be made until the Commission rules on the dispute. With respect to any noncompliant circuit for which CLEC fails to submit a conversion order or dispute the auditor's finding within such 30-day time period, BellSouth may initiate and effect such a conversion on its own without any further consent by CLEC. CLEC must convert the UNE or UNE combination, or Commingled Arrangement, to an equivalent or substantially similar wholesale service, or group of wholesale services. Conversion shall not create any unavoidable disruption to CLEC's customer's service or degradation in service quality. Under no circumstances shall conversion result in overtime charges being billed to CLEC for any work performed by BellSouth unless CLEC agrees to such charges in advance.

11.2.3 In the event the auditor's report concludes that, «customer short name» did not comply in all material respects with the Service Eligibility Criteria, «customer short name» shall reimburse BellSouth for the cost of the independent auditor. To the extent the auditor's report concludes that «customer short name» did comply in all material respects with the Service Eligibility Criteria, BellSouth will reimburse «customer short name» for its costs associated with the audit. «

11.2.4 The FCC established no detailed record keeping requirements. However, the FCC noted that state certification including registration, tariffing, filing of fees or other regulatory compliance would be adequate where there is no state certification requirement. For example, to verify that the EEL terminates to a collocation, circuit facility assignment on the order would be sufficient supporting evidence or to verify the local interconnection component, this can be established after examination of the interconnection agreement and the physical circuit connections. The above noted items are not necessarily required but are examples of the types of records that could be used to support ITCD's certification of the Service Eligibility Criteria. ITCD shall maintain records to support its claim that the EEL circuits meet the Service Eligibility Criteria, for a period of 18 months. If the Parties dispute whether the auditor is truly independent or otherwise disputes the details surrounding the implementation of the audit or the auditor's report, either party may seek resolution from the appropriate state commission pursuant to the Dispute Resolution procedures in General Terms and Conditions.

[Sections 11.2.5-11.3.3 reserved for future use]

11.3.4 EELs/Combinations

11.3.4.1 DSI Interoffice Channel + DSI Channelization + 2-wire V.G. Local Loop

11.3.4.2 DSI Interoffice Channel + DSI Channelization + 4-wire V.G. Local Loop

11.3.4.3 DSI Interoffice Channel + DSI Channelization + 2-wire ISDN Local Loop

11.3.4.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop

11.3.4.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop

11.3.4.6 DS1 Interoffice Channel + DS1 Local Loop

11.3.4.7 DS3 Interoffice Channel + DS3 Local Loop

11.3.4.8 STS-1 Interoffice Channel + STS-1 Local Loop

11.3.4.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

11.3.4.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop

11.3.4.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

11.3.4.12 4-wire VG Interoffice Channel + 4-wire VG Local Loop

11.3.4.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 Kbps Local Loop

11.3.4.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

11.3.4.15 DSO loop + DSO transport

11.3.4.16 DSO loop + DS1 transport

11.4

11.5 Rates

11.5.1 Currently Combined EELs listed below in Sections 11.3.4.1 - 11.3.4.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B-X of this Attachment. Currently Combined EELs not listed above shall be billed at the sum of recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B-X of this Attachment and a nonrecurring switch-as-is charge as set forth in Exhibit B-X of this Attachment.

11.5.2

Ordinarily Combined EELs listed above shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B-X of this Attachment. Ordinarily Combined EELs not listed in Sections 11.3.4.1 - 11.3.4.14 shall be billed the sum of the nonrecurring charges and recurring

charges for the individual network elements that comprise the combination as set forth in Exhibit D-X of this Attachment.

11.5.2.1 To the extent that HFC-DeltaCom requests an EEL combination Not Typically Combined in the BellSouth network, the rates, terms and conditions shall be determined pursuant to the Bona Fide Request Process.

11.5.3 Multiplexing

Where multiplexing functionality is required in connection with loop and transport combinations, such multiplexing will be provided at the rates and on the terms set forth in this Agreement.

11.6 Other UNE Combinations

11.6.1 BellSouth shall provide other Currently Combined and Ordinarily Combined and Not Typically Combined UNE Combinations to HFC-DeltaCom in addition to those specifically referenced in this Section 11.4 above, where available. Except as set forth in Section 11.7, such combinations shall not be connected to BellSouth tariffed services. To the extent HFC-DeltaCom requests a combination for which BellSouth does not have methods and procedures in place to provide such combination, rates and/or methods and procedures for such combinations will be developed pursuant to the BFR/NBR process.

11.6.2 Rates

11.6.2.1 The Rates for Ordinarily Combined UNE Combinations pursuant to Section 11.6 shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit D-X. The rates for Currently Combined UNE Combinations pursuant to Section 11.6 shall be the sum of the recurring rates for the stand-alone network elements as set forth in Exhibit D-X, in addition to a nonrecurring charge set forth in Exhibit D-X. To the extent HFC-DeltaCom requests a Not Typically Combined Combination pursuant to Section 11.6, or to the extent HFC-DeltaCom requests any combination for which BellSouth has not developed methods and procedures to provide such combinations, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

11.7 Port/Loop Combinations **can t we combine with local switching section? I deleted b/c this was repetitive...NSE ?**

5.4.45.4.3 BellSouth shall make 911 updates in the BellSouth 911 database for ITC^DeltaCom's UNE-P. BellSouth will not bill ITC^DeltaCom for 911 surcharges. ITC^DeltaCom is responsible for paying all 911 surcharges to the applicable governmental agency. [This should really be moved up towards the description of unep]

11.7.3

11.8 251 and 271 Combination Offerings

11.8.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11.8.2 2-wire voice grade DFD port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11.8.3 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11.8.4 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11.8.5 271 DS1 port/loop 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

11.8.6 ——— 271 DS1 port/4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

12. Transport, Channelization and Dark Fiber

12.1 BellSouth agrees to offer access to unbundled transport and dark fiber pursuant to following terms and conditions and at the rates set forth in Exhibit D-X. BellSouth shall provide nondiscriminatory access in accordance with FCC Rule 51.341 and Section 251(c)(3) of the Act to interoffice transmission facilities on an unbundled basis to ITC^DeltaCom for the provision of a telecommunications service.

12.2.1 Transport

12.2.1 Interoffice transmission facility network elements include:

12.2.1.1 Dedicated transport

12.2.1.2 Dark Fiber transport

12.2.1.3 Common (Shared) transport

12.3 BellSouth shall:

12.3.1 Provide ITC^DeltaCom 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;~~ [pls. Explain deletion?]

12.3.2 Provide all technically feasible transmission facilities, features, functions, and capabilities that ITC^DeltaCom could use to provide telecommunications services;

12.3.3 Permit, to the extent technically feasible, ITC^DeltaCom to connect such interoffice facilities to equipment designated by ITC^DeltaCom, including but not limited to ITC^DeltaCom's collocated facilities; and

12.3.4 Permit, to the extent technically feasible, ITC^DeltaCom to obtain the functionality provided by BellSouth's digital cross-connect systems in the same manner that BellSouth provides such functionality to interexchange carriers and itself;

12.3.5 BellSouth shall provide dark fiber transport in accordance with the standards and provisions contained in Section 12.6;

12.4 Common (Shared) Transport

12.4.1 Definition of Common (Shared) Transport

Common (Shared) Transport, defined as transmission facilities shared by more than one carrier, including BellSouth, between end office switches, between end office switches and tandem switches, and between tandem switches, in BellSouth's network. Where BellSouth Network Elements are connected by intraoffice wiring, such wiring is provided as part of the Network Element and is not Common (Shared) Transport.

12.4.1. Notwithstanding any other provision of this Agreement, BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing Local Switching to ITC^DeltaCom.

12.4.1.1 Common (Shared) Transport is an interoffice transmission path between two BellSouth end offices, BellSouth end office and a local tandem, or between two local tandems. Where BellSouth Network Elements are connected by intra-office wiring, such wiring is provided as a part of the Network Elements and is not Common (Shared) Transport. Common (Shared) Transport consists of BellSouth inter-office transport facilities and is unbundled from local switching.

12.4.2 Technical Requirements of Common (Shared) Transport

12.4.2.1 Common (Shared) Transport provided on DS1 or V.11's 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.

12.4.2.2 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.

12.4.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.

12.4.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standard technical references, (including but not limited to ANSI & Bellcore Standards).

12.5 Dedicated Transport Dedicated Transport and Dark Fiber Transport

12.5.1 Definitions

~~Dedicated Transport is defined as BellSouth transmission facilities dedicated to a particular customer or carrier that provide telecommunications between wire centers owned by BellSouth or requesting telecommunications carriers, or between switches owned by BellSouth or requesting telecommunications carriers.~~

Dedicated Transport. Dedicated Transport is defined as BellSouth's transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by ITC^DeltaCom. Including but not limited to DS1, DS3 and OCn level services, as well as dark fiber, dedicated to ITC^DeltaCom. **A particular customer or carrier.** BellSouth shall not be required to provide access to OCn level Dedicated Transport under any circumstances pursuant to this Agreement at TELRIC based rates. In addition, except as set forth in Section 6.2 below, BellSouth shall *not* be required to provide to ITC^DeltaCom unbundled access to Dedicated Transport that does *not* connect a pair of **wire centers** or switches owned by BellSouth ("Entrance Facilities") *at TELRIC cost based rates- 271 rates for dedicated transport and dark fiber transport are set forth in Exhibit D.*

Transition for DS1 and DS3 Dedicated Transport Including DS1 and DS3 Entrance Facilities

For purposes of this Section 6.2, the Transition Period for DS1 and DS3 Dedicated Transport including all DS1 and DS3 Entrance Facilities is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport including DS1 and DS3 Entrance Facilities that were in service for ITC^DeltaCom as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.

BellSouth shall make available Dedicated Transport as defined in this Section 6.

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for ITC^DeltaCom's Embedded Base during the Transition Period:

DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 Business Lines or four (4) or more fiber based collocators.

DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber based collocators.

During the Transition Period, the rates for ITC^DeltaCom's Embedded Base of DS1 and DS3 Dedicated Transport as described in this Section 6.2 shall be as set forth in **Exhibit XX** and the rates for ITC^DeltaCom's Embedded Base of DS1 and DS3

Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit X.

The Transition Period shall apply only to ITC^DeltaCom's Embedded Base and ITC^DeltaCom shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2, or DS1 or DS3 Entrance Facilities, pursuant to this Agreement.

6.1.1.1 Once a wire center exceeds either of the thresholds set forth in this Section 6.2.4.1, no future DS1 Dedicated Transport unbundling will be required in that wire center.

Once a wire center exceeds either of the thresholds set forth in Section 6.2.4.2, no future DS3 Dedicated Transport will be required in that wire center.

At the end of the Transition Period any remaining Embedded Base will be disconnected.

ITC^DeltaCom may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any. Transition for DS1 and DS3 Dedicated Transport including DS1 and DS3 Entrance Facilities

For purposes of this Section 6.2, the Transition Period for DS1 and DS3 Dedicated Transport including all DS1 and DS3 Entrance Facilities is the twelve (12) month period beginning March 11, 2005 and ending March 10, 2006.

For purposes of this Section 6.2, Embedded Base means DS1 and DS3 Dedicated Transport including DS1 and DS3 Entrance Facilities that were in service for ITC^DeltaCom as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

For purposes of this Section 6.2, a Business Line is as defined in 47 C.F.R. § 51.5.

BellSouth shall make available Dedicated Transport as defined in this Section 6.

Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dedicated Transport as described in this Section 6.2 only for ITC^DeltaCom's Embedded Base during the Transition Period:

DS1 Dedicated Transport where both wire centers at the end points of the route contain 38,000 Business Lines or four (4) or more fiber-based collocators.

DS3 Dedicated Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber-based collocators.

~~During the Transition Period, the rates for ITC^DeltaCom's Embedded Base of DS1 and DS3 Dedicated Transport as described in this Section 6.2 shall be as set forth in Exhibit XX and the rates for ITC^DeltaCom's Embedded Base of DS1 and DS3 Entrance Facilities as described in this Section 6.2 shall be as set forth in Exhibit X.~~

~~The Transition Period shall apply only to ITC^DeltaCom's Embedded Base and ITC^DeltaCom shall not add new DS1 or DS3 Dedicated Transport as described in this Section 6.2, or DS1 or DS3 Entrance Facilities, pursuant to this Agreement.~~

~~Once a wire center exceeds either of the thresholds set forth in this Section 6.2.4.1, no future DS1 Dedicated Transport unbundling will be required in that wire center.~~

~~Once a wire center exceeds either of the thresholds set forth in Section 6.2.4.2, no future DS3 Dedicated Transport will be required in that wire center.~~

~~At the end of the Transition Period any remaining Embedded Base will be disconnected.~~

12.5.2 Unbundled Local Channel

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

12.5 Transport Provided Pursuant to Section 251. BellSouth shall provide ITCD with nondiscriminatory access to dedicated transport on an unbundled basis, in accordance with section 251(c)(3) of the Act and FCC regulations. A "route" is a transmission path between one of Bellsouth's wire centers or switches and another of the Bellsouth wire centers or switches. A route between two points (e.g., wire center or switch "A" and wire center or switch "Z") may pass through one or more intermediate wire centers or switches (e.g., wire center or switch "X"). Transmission paths between identical end points (e.g., wire center or switch "A" and wire center or switch "Z") are the same "route," irrespective of whether they pass through the same intermediate wire centers or switches, if any.

12.5.1 Dedicated transport includes BellSouth transmission facilities between wire centers or switches owned by BellSouth, or between wire centers or switches owned by BellSouth and switches owned by ITCD, including, but not limited to, DS1-, DS3-, Ocn capacity level services as well as dark fiber, dedicated to a particular customer or carrier.

12.5.2 Dedicated DS1 transport. Dedicated DS1 transport shall be made available to requesting carriers on an unbundled basis as set forth below. Dedicated DS1 transport consists of incumbent LEC interoffice transmission facilities that have a total digital signal speed of 1.544

megabytes per second and are dedicated to a particular customer or carrier.

(A) General availability of DS1 transport. BellSouth shall unbundle DS1 transport between any pair of BellSouth wire centers except where, through application of tier classifications described in Section 12.5.6, both wire centers defining the route are Tier 1 wire centers. As such, an BellSouth must unbundle DS1 transport if a wire center at either end of a requested route is not a Tier 1 wire center, or if neither is a Tier 1 wire center.

(B) Cap on unbundled DS1 transport circuits. ITC^DeltaCom may obtain a maximum of ten unbundled DS1 dedicated transport circuits on each route where DS1 dedicated transport is available on an unbundled basis. The DS1 transport cap only applies in wire centers where this is no DS3 impairment for transport.

12.5.3 Dedicated DS3 transport. Dedicated DS3 transport shall be made available to ITCD on an unbundled basis as set forth below in Section 12.5.6. Dedicated DS3 transport consists of BellSouth interoffice transmission facilities that have a total digital signal speed of 44.736 megabytes per second and are dedicated to a particular customer or carrier.

(A) General availability of DS3 transport. BellSouth shall unbundle DS3 transport between any pair of BellSouth wire centers except where, through application of tier classifications described in Section 12.5.6, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, BellSouth must unbundle DS3 transport if a wire center on either end of a requested route is a Tier 3 wire center.

(B) Cap on unbundled DS3 transport circuits. ITC^DeltACom may obtain a maximum of 12 unbundled DS3 dedicated transport circuits on each route where DS3 dedicated transport is available on an unbundled basis.

12.5.4 Dark fiber transport. Dedicated dark fiber transport shall be made available to ITCD on an unbundled basis as set forth below. Dark fiber transport consists of unactivated optical interoffice transmission facilities.

(A) General availability of dark fiber transport. BellSouth shall unbundle dark fiber transport between any pair of BellSouth wire centers except where, though application of tier classifications

described in Section X, both wire centers defining the route are either Tier 1 or Tier 2 wire centers. As such, BellSouth must unbundle dark fiber transport if a wire center on either end of a requested route is a Tier 3 wire center.

12.5.6 Wire center tier structure. For purposes of this section, BellSouth wire centers shall be classified into three tiers, defined as follows:

(i) Tier 1 wire centers are those BellSouth wire centers that contain at least four fiber-based collocators, at least 38,000 business lines, or both. Tier 1 wire centers also are those BellSouth tandem switching locations that have no line-side switching facilities, but nevertheless serve as a point of traffic aggregation accessible by competitive LECs.

(ii) Tier 2 wire centers are those BellSouth wire centers that are not Tier 1 wire centers, but contain at least 3 fiber-based collocators, at least 24,000 business lines, or both.

(iii) Tier 3 wire centers are those BellSouth wire centers that do not meet the criteria for Tier 1 or Tier 2 wire centers.

12.5.7 Transition Period and Conversion Procedures for DS1, DS3, and Dark Fiber transport provided Pursuant to Section 251

Bellsouth shall provide ITCD with a list of wire centers categorized as Tier 1, 2 and 3 pursuant to the definitions described above in Section 12.5.6. However, if ITCD self-certifies that it believes DS1/DS3 transport should be available, BellSouth shall provision such order pursuant to BellSouth's standard ordering interval. BellSouth shall make available at ITCD's request unbundled DS3 transport if one end of the route is to a Tier 3 wire center. Should BellSouth mistakenly list a wire center as non-impaired and ITC^DeltaCom relies to its detriment on BellSouth's designation, BellSouth shall immediately notify ITC^DeltaCom of its error and promptly refund ITC^DeltaCom of any overpayments, including but not limited to any charges associated with the unnecessary conversion from UNE to wholesale. Furthermore, ITC^DeltaCom shall have the right to audit the accuracy of BellSouth's non-impairment designations once annually. Should the audit results determine that BellSouth's designations resulted in overbilling or unnecessary conversion charges of more than \$1,000.00 then BellSouth shall pay for the cost of the audit.

12.5.7 BellSouth shall have the right to contest CLEC's ability to obtain a requested DS1 or DS3 transport circuit only after provisioning. Disputes regarding CLEC's access to DS1 and DS3 transport circuits provided under Section 251 shall be addressed through the dispute resolution process set out in this Agreement. If the Parties determine through informal dispute resolution or formal dispute resolution through arbitration at the state Commission or otherwise determines that CLEC was not entitled to the provisioned DS1 or DS3 transport circuit under Section 251, the rates paid by CLEC for the affected loop shall be subject to true-up and CLEC shall be required to transition from the Section 251 UNE DS1 or DS3 transport circuit to another wholesale service within 45 days of the determination. If it is determined by the state commission that CLEC is entitled to the circuits under Section 251 then BellSouth shall pay all costs incurred by CLEC including attorney's fees. Conversion of DS1 and DS3 transport circuits shall be performed in a manner that minimizes the disruption or degradation to CLEC's customer's service.

12.5.8 For a 12 month period beginning March 11, 2005 or such other date established by the FCC or court of competent jurisdiction, any DS1/DS3 transport UNEs that ITCD leases from BellSouth as of that date, but which it later turns out that BellSouth is not obligated to unbundle, ITCD, shall be able to lease from BellSouth at a rate equal to the higher of (1) 115% of the rate ITCD paid for the transport element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that transport element. The Parties will true-up back to March 11, 2005, the difference between the UNE rate paid for the DS1/DS3 loop which is determined to be no longer subject to impairment and the transition rate described in (1) or (2) above upon the execution of this Agreement including any applicable change of law processes. However to the extent a state commission order raises some rates and lowers others, BellSouth must adopt all or none of the rate changes. Furthermore, ITCD, at its election, may choose to pay the true up amount in one payment or may choose to pay the true up amount in installments of at least the same number of months over which the charges accrued.

12.5.9 Upon identification of those Tier 1, 2, and 3 wire centers that are no longer subject to unbundling, if ITCD elects to continue purchasing those DS1/DS3 transport from BellSouth pursuant to Section 271 or pursuant to a separate agreement or tariff, BellSouth shall not assess any non-

recurring charge for the billing change. Section 271 rates shall be just and reasonable rates and are set forth in Exhibit D. Further, BellSouth will include such DS1/DS3 transport counts as qualifying for any discount programs at rates, terms and conditions applied to ITCD's existing special access services or such other discount plans that may be available. If ITCD elects to transition services to another provider (including itself), BellSouth shall only assess a cost based rate as set forth in Exhibit D. ITCD shall provide spreadsheets of those DS1/DS3 transport (including circuit ids) to Bellsouth. BellSouth shall work the spreadsheets in a timely manner with no outage to ITCD or ITCD's customers. BellSouth shall assign a project manager to ITCD to ensure that affected circuits are not negatively impacted by the transition. In no event will ITCD be required to pay the transition rate plus the replacement tariff or contract rate for the same circuit for the same time period. BellSouth shall provide ITCD notice of completion of the transfer in billing or the disconnection/transfer of the affected circuits to another provider.

12.5.10 Additionally, if a wire center at one time was categorized as Tier 1 or 2 but then later does not qualify as Tier 1 or 2, BellSouth will track and notify ITCD that DS1/DS3 transport are again available at unbundled rates in that wire center subject to the caps identified above.

12.5.11 If the number of fiber-based collocators and/or number of business access lines served rises or falls in any BellSouth wire center such that the classification of that wire center as Tier 1, 2 or 3 would change, BellSouth shall file an informational notice with the State Commission and the FCC, and shall provide notice to all CLECs in a Carrier Notice Letter, identifying the wire center affected and the reason for the classification change, e.g., the presence of a named additional fiber-based collocator. Such notices will be filed no more often than quarterly. CLEC may, on information and belief, contest the change in classification by initiating an appropriate proceeding at the State Commission. If it is determined in such proceeding that Bellsouth's change in classification of a wire center was incorrect, and if the correction of such error results in one or more wire center's classification to be revised from that stated in BellSouth's notice, the rates paid by CLEC for DS1 and DS3 loops, and DS1 and DS3 transport shall be subject to true-up.

12.5.12 Transition period for dark fiber transport. For an 18-month period beginning on the effective date of the Triennial Review Remand Order, any dark fiber transport Section 251 UNEs that ITCD leases from BellSouth as of that date shall be available for lease from BellSouth at a rate equal to

the higher of (1) 115% of the rate ITCD paid for the loop element on June 15, 2004, or (2) 115% of the rate the state commission has established or establishes, if any, between June 16, 2004, and the effective date of the Triennial Review Remand Order, for that transport element. The Parties will true-up back to March 11, 2005, the difference between the Section 251 UNE rate paid for the Dark Fiber transport and the transition rate described in (1) or (2) above upon the execution of this Agreement including any applicable change of law processes. However to the extent a state commission order raises some rates and lowers others, BellSouth must adopt all or none of the rate changes. Furthermore, ITCD, at its election, may choose to pay the true up amount in one payment or may choose to pay the true up amount in installments. If ITCD elects to continue purchasing those dark fiber transport from BellSouth pursuant to Section 271 or pursuant to a separate agreement or tariff, BellSouth shall not assess any non-recurring charge for the billing change. Further, BellSouth will include such dark fiber transport counts as qualifying for any discount programs. If ITCD elects to transition services to another provider (including itself), BellSouth shall only assess a cost based rate as set forth in Exhibit D. Rates for Section 271 dark fiber transport are set forth in Exhibit D.

12.5.13 ITCD shall provide spreadsheets identifying dark fiber transport to Bellsouth. BellSouth shall work the spreadsheets in a timely manner with no outage to ITCD or ITCD's customers. BellSouth shall assign a project manager to ITCD to ensure that affected circuits are not negatively impacted by the transition. In no event will ITCD be required to pay the transition rate plus the replacement tariff or contract rate for the same circuit for the same time period. BellSouth shall provide ITCD notice of completion of the transfer in billing or the disconnection/transfer of the affected circuits to another provider.

12.5.14 BellSouth shall provide nondiscriminatory access, in accordance with FCC Rules 51.311, 51.319, and Section 251(c)(3) of the Act to DSO and voice grade transport that is dedicated to a particular customer or carrier (Dedicated Transport) described in this Section 7 on an unbundled basis to «customer short name» as set forth herein.

12.5.15 BellSouth shall provide all technically feasible features, functions, and capabilities of the transport facility as outlined within the technical requirements within this section;

12.5.16 Permit, to the extent technically feasible, «customer short name» to connect such interoffice facilities to equipment designated by «customer short name», including but not limited to, «customer short name»'s collocated facilities; and

12.5.17 Permit, to the extent technically feasible, «customer short name» to obtain the functionality provided by BellSouth's digital cross-connect systems.

12.5.18 Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment such as line terminating equipment, amplifiers, and regenerators.

12.5.19 Any request to re-terminate one end of a circuit will be a cost based rates as set forth in Exhibits D.

12.5.20 A request to change a CFA within a BellSouth central is a cost based rate set forth in Exhibit D.

12.5.21 Technical Requirements. The entire designated transmission service (i.e., DSO or voice grade) shall be dedicated to «customer short name» designated traffic.

12.5.22 BellSouth shall offer DSO Equivalent interface transmission rates for DSO or voice grade Dedicated Transport.

12.5.23 BellSouth shall design Dedicated Transport according to its network infrastructure. «customer short name» shall specify the termination points for Dedicated Transport.

12.5.24 At a minimum, Dedicated Transport shall meet the requirements set forth in the applicable industry technical references and BellSouth Technical References: TR-TSY-OOOI91 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

12.5.25 Unbundled Interoffice Channel

12.5.3.425 Unbundled Interoffice Channel (Dedicated Transport) is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

12.5.425.1 BellSouth shall offer Dedicated Transport in each of the following ways:

12.5.4.425.2 As capacity on a shared UNE facility.

12.5.4.225.3 As a circuit (e.g., DS0, DS1, and DS3 and OCn) dedicated to ITC^DeltaCom. This circuit shall consist of an Unbundled Local Channel or an Unbundled Interoffice Channel or both.

12.5.4.225.4 Dedicated Transport may be provided over facilities such as optical fiber, copper twisted pair, and coaxial cable, and shall include transmission equipment including but not limited to line terminating equipment, amplifiers, microwave and regenerators.

12.5.25.5 When Dedicated Transport is provided it shall include:

12.5.25.5.1 Transmission equipment such as line terminating equipment, amplifiers, and regenerators.

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

12.5.25.5.3 Rates for Dedicated Transport are listed in Exhibits D-X and X-X of this Attachment.

6.2 ITC^DeltaCom may obtain a maximum of ten (10) unbundled DS1 Dedicated Transport circuits or twelve (12) unbundled DS3 Dedicated Transport circuits, or their equivalent, on each route where the respective Dedicated Transport is available as a Network Element. A route is defined as a transmission path between one of BellSouth's wire centers or switches and another of BellSouth's wire centers or switches. A route between two (2) points may pass through one or more intermediate wire centers or switches. Transmission paths between identical end points are the same "route", irrespective of whether they pass through the same intermediate wire centers or switches, if any. [NSE: *I believe this is already noted above.*]

12.5.25.7 Technical Requirements

12.5.257.1 This Section sets forth technical requirements for all Dedicated Transport.

12.5.257.2 When BellSouth provides Dedicated Transport, the entire designated transmission service (e.g., DS0, DS1, DS3) shall be dedicated to ITC^DeltaCom designated traffic.

12.5.257.3 BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, (1) DS0, DS1 and DS3 transport services, and (2) SONET at available transmission bit rates. [pls explain strike]

12.5.257.4 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 (CO to CO) connections in the appropriate industry standards.

12.5.257.5 Where applicable, for DS3, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

12.5.257.6.1 DS0 Equivalent

12.5.257.6.2 DS1 (Extended Super Frame TSE)

12.5.257.6.3 DS3 (signal must be framed)

12.5.257.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G-707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G-704.

12.5.257.6.5 When Dedicated Transport is provided, BellSouth shall design it according to BellSouth's network infrastructure to allow for the termination points specified by ITU DeltaCom.

12.5.258 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references.

12.5.259 BellSouth Technical References:

12.5.259.1 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issued May 1986

12.5.259.2 TR-73501 LightGate® Service Interface and Performance Specifications, Issue D June 1995

12.5.259.3 TR-73525 Megalink® Service, Megalink Channel Service & Megalink Plus Service Interface and Performance Specifications, Issue C May 1996

12.5.10 [BST proposes to strike-in new section 1.6 conversion]

12.6 Unbundled Channelization

BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in Exhibit B.

of this Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

12.6.1 Definition

12.6.2 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or SLS Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a Bell South central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system as mutually agreed by the parties. Once UC has been installed, TCC DeltaCam can have channels activated on an as-needed basis by having Bell South connect lower level UNEs via Central Office Channel Interfaces (COCI).

12.6.3 Bell South shall make available the following channelization systems and COCIs:

12.6.3.1 DS3 Channelization System: An element that channelizes a DS3 signal into 28 DS1s/SLS-1s.

12.6.3.2 DS1 Channelization System: An element that channelizes a DS1 signal into 24 DS0s.

12.6.3.3 DS1 COCI which can be activated on a DS3 channelization system.

12.6.4 DS1 Central Office Channel Interface elements can be activated on a DS3 Channelization System.

12.6.5 Voice Grade and Digital Data Central Office Channel Interfaces can be activated on a DS1 Channelization System.

12.6.6 AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as options on DS1 facilities.

12.6.7 COCI will be billed on the lower level UNE order that is interfacing with the UC arrangement and will have to be compatible with those UNEs.

12.6.8 Technical Requirements

12.6.8.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel

bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

12.6.8.2 DS0 to DS1 Channelization

The DS1 signal must be framed utilizing the framing structure defined in ANSI T1-107, *Digital Hierarchy Formats Specifications*, and ANSI T1-403-02, *DS1 Robbed-bit Signaling State Definitions*. DS0 to DS1 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73525, *MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specifications*.

12.6.8.3 DS1 to DS3 Channelization

The DS3 signal must be framed utilizing the framing structure defined in ANSI T1-107, *Digital Hierarchy Formats Specifications*. DS1 to DS3 Channelization requirements are essentially the same as defined in BellSouth Technical Reference 73501, *LightGate® Service Interface and Performance Specifications*. The asynchronous M13 multiplex format (combination of M12 and M23 formats) is specified for terminal equipment that multiplexes 28 DS1s into a DS3.

12.6.8.4 DS1 to STS Channelization

The STS-1 signal must be framed utilizing the framing structure defined in ANSI T1-105, *Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates, and Formats*, and T1-105-02, *Synchronous Optical Network (SONET) – Payload Mappings*. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, *LightGate® Service Interface and Performance Specifications*.

12.6.8.5 OC-3 Channelization

OC3 Channelization System: Channelizes an OC-3 signal into 84 DS1s or 3 DS3/STS-1s. The STS-1 Interface is in BellSouth Technical Reference TR 73501, *LightGate® Service Interface and Performance Specifications*.

[pls. Explain strike]

12.7 Dark Fiber Transport

Dark Fiber Transport. Dark Fiber Transport is defined as Dedicated Transport that consists of unactivated optical interoffice transmission facilities without attached signal regeneration, multiplexing, aggregation or other electronics. Except as set forth in Section 6.9.1 below, BellSouth shall not be required to provide access to Dark Fiber Transport Entrance Facilities pursuant to this Agreement.

6.9 Transition for Dark Fiber Transport and Dark Fiber Transport Entrance Facilities For purposes of this Section 6.9, the Transition Period for Dark Fiber Transport is the eighteen (18) month period beginning March 11, 2005 and ending September 10, 2006.

For purposes of this Section 6.9, Embedded Base means Dark Fiber Transport that was in service for ITC^DeltaCom as of March 10, 2005. Subsequent disconnects or loss of End Users shall be removed from the Embedded Base.

For purposes of this Section 6.9, a Business Line is as defined in 47 C.F.R. § 51.5.

BellSouth shall make available Dark Fiber Transport as defined in this Section 6.9.1. Notwithstanding anything to the contrary in this Agreement, BellSouth shall make available Dark Fiber Transport as described in this Section 6.9 only for ITC^DeltaCom's Embedded Base during the Transition Period:

Dark Fiber Transport where both wire centers at the end points of the route contain 24,000 or more Business Lines or three (3) or more fiber based collocators.

During the Transition Period, the rates for ITC^DeltaCom's Embedded Base of Dark Fiber Transport as described in Section 6.9.1.1 shall be as set forth in Exhibit XX and the rates for ITC^DeltaCom's Embedded Base of Dark Fiber Transport Entrance Facilities as described in Section 6.9.1 shall be as set forth in Exhibit X.

The Transition Period shall apply only to ITC^DeltaCom's Embedded Base and ITC^DeltaCom shall not add new Dark Fiber Transport as described in this Section 6.9 pursuant to this Agreement.

Once a wire center exceeds either of the thresholds set forth in this Section 6.9.1.4.1, no future Dark Fiber Transport unbundling will be required in that wire center.

At the end of the Transition Period any remaining Embedded Base will be disconnected.

DeltaCom proposed language for 251 Dark Fiber Transport is in section 12.5 above.

Dark fiber transport provided pursuant to Section 271:

12.7.1 **[BST proposes to strike]** A Dark Fiber Transport is defined as a transmission facility connecting BellSouth's central offices and wire centers within a LATA. BellSouth shall provide Dark Fiber Transport at any technically feasible point in BellSouth's network.

12.7.2 Requirements

12.7.2.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Transport will not be deemed available if: (1) BellSouth will hold not more than two (2) strands of dark fiber for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because it is scheduled for removal due to documented changes to roads and infrastructure; or (4) BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to ITC^DeltaCom.

12.7.2.2 BellSouth shall use its best efforts to provide to ITC^DeltaCom information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business after receiving a request from ITC^DeltaCom. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

BellSouth shall use its best efforts to provide to ITC^DeltaCom information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from ITC^DeltaCom. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.

12.7.3 If the requested Dark Fiber Loop is available, BellSouth shall provision the Dark Fiber Loop to ITC^DeltaCom within twenty (20) business days after ITC^DeltaCom submits a valid, error free LSR Request. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable ITC^DeltaCom to connect or splice or plug-in ITC^DeltaCom provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.

12.7.4 BellSouth Dark Fiber Transport specifications are as set forth in Section 7.2.6 above.

12.7.5 ITC^DeltaCom may splice and test Dark Fiber Transport obtained from BellSouth using ITC^DeltaCom or ITC^DeltaCom designated personnel. BellSouth shall provide appropriate interfaces to allow splicing and testing of Dark Fiber Transport. BellSouth shall provide an excess cable length of 25 feet minimum (for fiber in underground conduit) to allow the uncoiled fiber to reach from the manhole to a splicing van.

[REDACTED]

[REDACTED]

13. Tandem Switching[ITCD rejects BellSouth strike of tandem switching]

13.1 Definition

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

13.2 Technical Requirements

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

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

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

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

- 13.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by ITC^DeltaCom;
- 13.2.1.5 Tandem Switching shall provide all trunk interconnections discussed under the "Network Interconnection" section (e.g., SS7, MF, DTMF, DialPulse, PRI-ISDN, DID, and CAMA-ANI (if appropriate for 911));
- 13.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 13.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 13.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXC's, ICO's, CAP's and CLEC switches.
- 13.2.3 Tandem Switching shall provide local tandem functionality between two end offices including two offices belonging to different CLECs (e.g., between a CLEC end office and the end office of another CLEC).
- 13.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 13.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by ITC^DeltaCom. Tandem Switching will provide recording of all billable events as jointly agreed to by ITC^DeltaCom and BellSouth.
- 13.2.6 Upon a reasonable request from ITC^DeltaCom, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to ITC^DeltaCom.
- 13.2.7 BellSouth shall maintain ITC^DeltaCom's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 13.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 13.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by ITC^DeltaCom and BellSouth.
- 13.2.10 Tandem Switching shall process originating toll-free traffic received from ITC^DeltaCom local switch.

- 13.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

13.3 Interface Requirements

- 13.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
- 13.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
- 13.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
- 13.3.4 Tandem Switching shall interconnect with ITC^DeltaCom's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At ITC^DeltaCom's request, Tandem Switching shall record and keep records of traffic for billing.
- 13.3.5 Tandem Switching shall provide an alternate final routing pattern for ITC^DeltaCom traffic overflowing from direct end office high usage trunk groups.
- 13.4 Tandem Switching shall meet or exceed (i.e., be more favorable to ITC^DeltaCom) each of the requirements for Tandem Switching set forth in the following technical references:
- 13.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
- 13.4.2 GR-905-CORE covering CCSNIS;
- 13.4.3 GR-1429-CORE for call management features; and
GR-2863-CORE and BellCore GR-2902-CORE covering CCS AIN interconnection

14. [BST proposes to offer pursuant to MBR Agreement/ITC^DeltaCom: Pursuant to Section 271, rates, terms and conditions must be offered for operator services/DA etc. and they should be included in this agreement]
Operator Systems

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

14.1 Definition

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

14.2 Operator Service

14.2.1 Definition

Operator Service provides: (1) operator handling for call completion (for example, collect, third number billing, and calling card calls), (2) operator or automated assistance for billing after the customer has dialed the called number (for example, calling 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.

14.2.2 Requirements

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

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

14.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

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

14.2.2.1.4 BellSouth shall complete person-to-person calls.

14.2.2.1.5 BellSouth shall complete collect calls.

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

14.2.2.1.7 BellSouth shall complete station-to-station calls.

14.2.2.1.8 BellSouth shall process emergency calls.

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

- 14.2.2.1.10 BellSouth shall process emergency call trace, as they do for their Customers prior to the Effective Date. Call must originate from a 911 provider.
- 14.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.
- 14.2.2.2 BellSouth shall adhere to equal access requirements, providing ITC^DeltaCom local customers the same IXC access as provided to BellSouth customers.
- 14.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to ITC^DeltaCom that BellSouth provides for its own operator service.
- 14.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.
- 14.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by ITC^DeltaCom.
- 14.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to ITC^DeltaCom in accordance with ODUF standards specified in Attachment 7.

14.2.3 Interface Requirements

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

~~14.3~~ ~~[BST proposes to offer pursuant to MBR Agreement] Directory Assistance Service~~
~~*[DLT proposed that the rates, terms and conditions for 271 elements must be included in an interconnection agreement filed with the state commission]*~~

~~14.3.1~~ Definition

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

14.3.2 Requirements

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

14.3.2.2 Directory Assistance Service Updates

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

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

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

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

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

14.4 [BST proposes to strike] Branding for Operator Call Processing and Directory Assistance

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

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

14.4.2.1 Service Level 1 - BellSouth Branding

14.4.2.2 Service Level 2 - Unbranded

14.4.2.3 Service Level 3 - Custom Branding

- 14.4.2.4 Service Level 4 - Self Branding (applicable only to ITC^DeltaCom for Resale or use with an Unbundled Port when routing to an operator service provider other than BellSouth).
- 14.4.3 For Resellers and Use with an Unbundled Port
- 14.4.3.1 BellSouth Branding is the Default Service Level.
- 14.4.3.2 Unbranding, Custom Branding, and Self Branding require ITC^DeltaCom to order selective routing for each originating BellSouth end office identified by ITC^DeltaCom. Rates for Selective Routing are set forth in Attachment 11.
- 14.4.3.3 Customer Branding and Self Branding require ITC^DeltaCom to order dedicated trunking from each BellSouth end office identified by ITC^DeltaCom, to either the BellSouth Traffic Operator Position System (TOPS) or ITC^DeltaCom Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.
- 14.4.3.4 Unbranding - Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by ITC^DeltaCom to the BellSouth TOPS. These calls are routed to "No Announcement."
- 14.4.4 For Facilities Based Carriers
- 14.4.4.1 All Service Levels require ITC^DeltaCom to order dedicated trunking from their end office(s) point of interface to the BellSouth TOPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.
- 14.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which ITC^DeltaCom requires service.
- Directory Assistance customized branding uses:
- the recording of the name;
 - the front-end loading in each TOPS switch.
- Operator Call Processing customized branding uses:
- the recording of the name;
 - the front-end loading 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).

- 14.4.4.3 BellSouth will provide at ITC^DeltaCom's option, unbundled/271 local BellSouth switching and resold BellSouth local exchange service, with selective routing of calls to a requested directory assistance services platform or operator services platform. ITC^DeltaCom customers may use the same dialing arrangements as BellSouth customers, but obtain a ITC^DeltaCom branded service.

14.5 Selective Call Routing Using Line Class Codes (SCR-LCC)

14.5.1 Where ITC^DeltaCom purchases unbundled local switching from BellSouth and utilizes an Operator Services Provider other than BellSouth, BellSouth will route ITC^DeltaCom's end user calls to that provider through Selective Call Routing.

14.5.2 Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for ITC^DeltaCom to have its OCP/DA calls routed to BellSouth's OCP/DA platform for BellSouth provided Custom Branded or Unbranded OCP/DA or to its own or an alternate OCP/DA platform for Self-Branded OCP/DA. SCR-LCC is only available if line class code capacity is available in the requested BellSouth end office switches.

14.5.3 Custom Branding for Directory Assistance is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.

14.5.4 Where available, ITC^DeltaCom specific and unique line class codes are programmed in each BellSouth end office switch where ITC^DeltaCom intends to serve end users with customized OCP/DA branding. The line class codes specifically identify ITC^DeltaCom's end users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional line class codes are required in each end office if the end office serves multiple NPAs (i.e. a unique LCC is required per NPA) and/or if the end office switch serves multiple rate areas and V intends to provide V-branded OCP/DA to its end users in these multiple rate areas.

14.5.5 BellSouth Branding is the default branding offering.

14.5.5.1 SCR-LCC supporting Custom Branding and Self Branding require V to order dedicated trunking from each BellSouth end office identified by ITC^DeltaCom either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the ITC^DeltaCom Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for Directory Assistance. Rates for trunks are set forth in applicable BellSouth tariffs.

14.5.5.2 Unbranding: Unbranded Directory Assistance and/or Operator Call Processing calls ride common trunk groups provisioned by BellSouth from those end offices identified by ITC^DeltaCom to the BellSouth TOPS. These calls are routed to No Announcement.

14.5.5.3 The Rates for SCR LCF are as set forth in this Attachment. There is a nonrecurring charge for the establishment of each Line Class Order, each BellSouth central office. Furthermore, for Unbranded and Custom Branded OCP/DA provided by BellSouth Operator Services with unbundled ports and unbundled port loop switch combinations, monthly recurring usage charges shall apply for the LINES necessary to provide the service, such as end office and tandem switching and common transport. A flat rated end office switching charge shall apply to Self Branded OCP/DA when used in conjunction with unbundled ports and unbundled port loop switch combinations.

14.5.6 UNE Provider Branding via Originating Line Number Screening (OLNS)

14.5.6.1 BellSouth Branding, Unbranding and Custom Branding are also available for Directory Assistance, Operator Call Processing or both via Originating Line Number Screening (OLNS) software. When utilizing this method of Unbranding or Custom Branding, ITC/DeltaCom shall not be required to purchase dedicated trunking.

14.5.6.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, ITC/DeltaCom must have its Operating Company Number ("OCN(s)"), and telephone numbers reside in BellSouth's LDB; however, a BellSouth LDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, ITC/DeltaCom must submit a manual order form which requires, among other things, ITC/DeltaCom's OCN and a forecast for the traffic volume anticipated for each BellSouth T OPS during the peak business hour. ITC/DeltaCom shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon ITC/DeltaCom's purchase of Unbranding or Custom Branding using OLNS software for any particular T OPS, all ITC/DeltaCom end users served by that T OPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

14.5.6.3 BellSouth Branding is the default branding offering.

14.5.6.4 Rates for Unbranding and Custom Branding via OLNS software for Directory Assistance and for Operator Call Processing are as set forth in this Attachment.

Notwithstanding anything to the contrary in this Agreement, to the extent BellSouth is unable to bill ITC/DeltaCom applicable charges currently, BellSouth shall track such charges and will bill the same retroactively at such time as a billing process is implemented. In addition to the charges for Unbranding and Custom Branding via OLNS software, ITC/DeltaCom shall continue to pay BellSouth applicable labor and other charges for the use of BellSouth's Directory Assistance and Operator Call Processing platform as set forth in this Attachment. Further, where ITC/DeltaCom is purchasing unbundled local switching from

BellSouth UNE usage charges for end office switching, tandem switching and transport, as applicable, shall continue to apply.

14.5.7. Facsimiles Based Carrier Branding

14.5.7.1. All Service Levels require ITC^DeltaCom to order dedicated trunking from their end office(s) point of interface to the BellSouth TSPS Switches. Rates for trunks are set forth in applicable BellSouth tariffs.

14.5.7.2. Unbranding is the default branding offering.

14.5.7.3. Rates for Custom Branded OCP/DA are set forth in this Attachment.

14.5.7.4. Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TSPS Switch and Network Applications Vehicle (NAV) equipment for which ITC^DeltaCom requires service.

14.5.8.1. Directory Assistance customized branding uses:

14.5.8.1.1. the recording of ITC^DeltaCom;

14.5.8.1.1.1. the loading of the recording in each switch;

14.5.8.2. Operator Call Processing customized branding uses:

14.5.8.2.1. the recording of ITC^DeltaCom;

14.5.8.2.2. the loading of the recording in each switch (North Carolina);

14.5.8.2.3. the loading on the Network Applications Vehicle (NAV). All NAV shelves within the region where the customer is offering service must be loaded.

14.6. [BST proposes to offer pursuant to MBR Agreement/ITC^DeltaCom: pursuant to Section 271, DA should be included in the ICA] Directory Assistance Database Service (DADS)

14.6.1. BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to ITC^DeltaCom end users. The term "end user" denotes any entity, which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted). ITC^DeltaCom agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, ITC^DeltaCom agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. For the purposes of

provisioning a Directory Assistance type service, all terms and conditions of GSST A38 apply and are incorporated by reference herein. Further, ITC^DeltaCom authorizes the inclusion of ITC^DeltaCom Subscriber listings in the BellSouth Directory Assistance products.

- 14.6.2 BellSouth shall provide ITC^DeltaCom initially with daily updates which reflect all listing change activity occurring since ITC^DeltaCom's most recent update via magnetic tape, and subsequently using electronic connectivity such as Network Data Mover to be developed mutually by ITC^DeltaCom and BellSouth. ITC^DeltaCom agrees to assume the costs associated with CONNECT: Direct™ connectivity, which will vary depending upon volume and mileage.
- 14.6.3 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 ITC^DeltaCom most recent update. BellSouth shall provide updates to ITC^DeltaCom on a Business, Residence, or combined Business and Residence basis. ITC^DeltaCom agrees that the updates shall be used solely to keep the information current. Delivery of Daily Updates will commence the day after ITC^DeltaCom receives the Base File.
- 14.6.4 BellSouth is authorized to include ITC^DeltaCom Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of ITC^DeltaCom Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to ITC^DeltaCom.
- 14.6.5 Rates for DADS are as set forth in Exhibit D of this Attachment.
- 14.7 [BST proposes to offer pursuant to MBR Agreement] Direct Access to Directory Assistance Service[DLT requests that 271 DA and operator services be included in this agreement]
- 14.7.1 Direct Access to Directory Assistance Service (DADAS) will provide ITC^DeltaCom's directory assistance operators with the ability to search all available BellSouth's subscriber listings using the Directory Assistance search format. Subscription to DADAS will allow ITC^DeltaCom to utilize its own switch, operator workstations and optional audio subsystems.
- 14.7.2 BellSouth will provide DADAS from its DA location. ITC^DeltaCom will access the DADAS system via a telephone company provided point of availability. ITC^DeltaCom has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the

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

- 14.7.3 A specified interface to each ITC^DeltaCom subsystem will be provided by BellSouth. Interconnection between ITC^DeltaCom system and a specified BellSouth location will be pursuant to the use of ITC^DeltaCom owned or ITC^DeltaCom leased facilities and shall be appropriate sized based upon the volume of queries being generated by ITC^DeltaCom.
- 14.7.4 The specifications for the three interfaces necessary for interconnection are available in the following documents:
 - 14.7.4.1 DADAS to Subscriber Operator Position System—Northern Telecom Document CSI-2300-07; Universal Gateway/ Position Message Interface Format Specification
 - 14.7.4.2 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
 - 14.7.4.3 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
- 14.7.5 Rates for DADAS are as set forth in BellSouth's FCC No. 1 Tariff.

15. Call Related Databases and Signaling

15.1 Call Related Databases are the databases other than OSS, that are used in signaling networks, for billing and collection, or the transmission, routing or other provision of a Telecommunications Service. Notwithstanding anything to the contrary herein, BellSouth shall only provide unbundled access to call related databases and signaling at TELRIC based rates including but not limited to, BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, STP, SS7 AIN Access, Service Control Point(SCP)Databases, Local Number Portability (LNP) Databases and Calling Name (CNAM) Database Service pursuant to this Agreement where BellSouth is required to provide and is providing Local Switching or UNE-P to ITC^DeltaCom pursuant to this Agreement. However, BellSouth shall provide pursuant to Section 271 call related databases and signalling as required by the Act at the rates, terms and conditions in this Agreement.

Unbundled signaling and access to BellSouth's signaling databases shall be provided pursuant to this Attachment and Attachment 3 Section 4.8 subject to compatibility testing and at the rates set forth in Exhibit D-X of 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.

15.1 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.

15.2 Electrical Requirements

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

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

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

15.2.2.2 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)).

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

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

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

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

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

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

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

15.2.5.1 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

15.2.5.2 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).

15.3 Interface Requirements

15.3.1 There shall be a DS1E (1.544 Mbps) interface at the TTC/DeltaCom-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

16 Signaling Transfer Points (STPs)

16.1 Definition

16.1.1 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.

16.2 Technical Requirements

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

16.2.1.1 BellSouth Local Switching or Tandem Switching;

16.2.1.2 BellSouth Service Control Points/Databases;

16.2.1.3 Third-party switching;

16.2.1.4 Third-party provided STPs.

16.2.2 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.

16.2.3 If a BellSouth tandem switch routes calling traffic based on dialed or translated digits on SS7 trunks between an TTC/DeltaCom local switch and third-party local switch, BellSouth SS7 network shall convey the TCAP messages that are

necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening / SL Editing) between ITC/DeltaCom local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

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

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

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

16.2.4.3 Signaling Network Management functions, as defined in Bellcore ANSI Interconnection Requirements.

16.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in Table 24. In cases where the destination signaling point is a ITC/DeltaCom or third party switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ITC/DeltaCom database, then ITC/DeltaCom agrees to provide BellSouth with the Destination Point Code for the ITC/DeltaCom database.

16.2.6 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:

16.2.6.1 MTP Routing Verification Test (MRVT) and

16.2.6.2 SCCP Routing Verification Test (SRVT).

16.2.7 In cases where the destination signaling point is a BellSouth switching system or database, or is an ITC/DeltaCom or third party 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 Internet work MRVT and SRVT if and when these become

approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by TTC/DeltaCom and BellSouth.

16.2.8 STPs shall be on parity with BellSouth.

16.2.9 SS7 Network Interconnection shall provide transport for certain types of TCAP messages. If traffic is routed based on dialed or translated digits between an TTC/DeltaCom local switching system and a BellSouth or other third party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey, via SS7 Network Interconnection, the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Calling) between the TTC/DeltaCom local STPs and the BellSouth or other third party local switch.

16.2.10 Signaling Information. BellSouth and TTC/DeltaCom will send and receive ten (10) digits for local traffic. Additionally, BellSouth and TTC/DeltaCom 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.

16.2.11 SS7 Advanced Intelligent Network (AIN) Access

16.2.11.1 When technically feasible and upon request by TTC/DeltaCom, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0-4 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the TTC/DeltaCom SS7 network to exchange TCAP queries and responses with an TTC/DeltaCom SCP.

16.2.11.2 SS7 AIN Access shall provide TTC/DeltaCom SCP access to BellSouth local switch in association with unbundled switching via interconnection of BellSouth SS7 and TTC/DeltaCom SS7 Networks. BellSouth shall offer SS7 access through its STPs. If BellSouth requires a mediation device on any part of its network specific to this form of access, BellSouth must route its messages in the same manner. The interconnection arrangement shall result in the BellSouth local switch recognizing the TTC/DeltaCom SCP as at least a party with BellSouth's SCP's in terms of interfaces, performance and capabilities.

16.3 Interface Requirements

16.3.1 BellSouth shall provide the following STPs options to connect ITC/DeltaCom or ITC/DeltaCom-designated local switching systems or STPs to BellSouth SS7 network:

16.3.1.1 An A-link interface from ITC/DeltaCom local switching systems; and

16.3.1.2 A B-link interface from ITC/DeltaCom local STPs.

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

16.3.3 BellSouth shall provide Signaling Point of Interconnection (SPOI) to ITC/DeltaCom pursuant to Section 19 of Attachment 3.

16.3.4 BellSouth CO shall provide interface diversity between the SPOIs and BellSouth STPs so that no single failure of interface facilities or equipment shall cause the failure of non-B links in a layer connecting to a BellSouth STP. BellSouth and ITC/DeltaCom will work jointly to establish mutually acceptable SPOIs.

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

16.3.5.1 Bellcore GR-903-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP).

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

16.3.6 Message Screening

BellSouth shall set message screening parameters so as to accept and pass send and messages destined to and from ITC/DeltaCom from any signaling point or network interconnected through BellSouth's SS7 network where the ITC/DeltaCom SCP has a legitimate signaling relation.

16.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

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

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

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

16.4.4 ANSI T1.115-1990 American National Standard for Telecommunications Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks.

16.4.5 ANS1 T1-116-1990 American National Standard for Telecommunications Signaling System Number 7 (SS7) Operations, Maintenance and Administration Part (OMAP).

16.4.6 ANS1 T1-118-1992 American National Standard for Telecommunications Signaling System Number 7 (SS7) Intermediate Signaling Network Identification (ISNI).

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

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

17.1 SS7 Network Interconnection

17.1.1 Definition

SS7 Network Interconnection is the interconnection of ITC/DeltaCom local Signaling Transfer Point Switches (STP) and ITC/DeltaCom switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), ITC/DeltaCom switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

17.1.2 Technical Requirements

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

17.1.2.1.1 BellSouth switching systems.

17.1.2.1.2 BellSouth DBs, and

17.1.2.1.3 Other third-party switching systems.

17.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANS1 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 switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an ITC/DeltaCom switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ITC/DeltaCom local STPs, and shall not include SCCP Subsystem Management of the destination.

17.12.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP) as specified in ANSI T1.143.

17.12.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.144.

17.12.8 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.

17.12.9 SS7 Network Interconnection shall be equal in or better than the following performance requirements:

17.12.9.1 MTP Performance, as specified in ANSI T1.146.

17.12.9.2 SCCP Performance, as specified in ANSI T1.125, and

17.12.9.3 ISDNUP Performance, as specified in ANSI T1.135.

17.13 Interface Requirements

17.13.1 BellSouth shall offer the following SS7 Network Interconnection options to connect JTC DeltaCom or JTC DeltaCom designated local or tandem switching systems or STPs to the BellSouth SS7 network:

17.13.1.1 A link interface from JTC DeltaCom switching systems, and

17.13.1.2 B link interface from JTC DeltaCom STPs.

17.13.2 BellSouth shall provide SS7 Signaling Interconnection to JTC DeltaCom pursuant to Section 4.3 of Attachment 3.

17.13.3 BellSouth CO shall provide interface diversity between the SPOLs and the BellSouth STP, so that no single failure of interface facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and JTC DeltaCom will work jointly to establish mutually acceptable SPOL.

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

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

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

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

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

17.1.3.5 BellSouth shall set message screening parameters to block access messages from TCC/DeltaCom switching systems destined to any signaling point in the BellSouth SS7 network with which the TCC/DeltaCom switching system has a legitimate signaling relation.

17.1.4 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:

17.1.4.1 ANSI/T1.110-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - General Information.

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

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

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

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

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

17.1.4.7 ANSI/T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks.

17.1.4.8 ANSI/T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP).

17.1.4.9 ANSI/T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI).

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

17.1.4.11 BellCore GR-954-CORE CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service.

17.1.4.12 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll-Free Service

17.1.4.13 BellCore GR-1429-CORE, CCS Network Interface Specification (CCSNIS) Supporting Call Management Services, and

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

18. Service Control Points/Databases

18.1. Definition

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

18.1.2 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.

18.2. 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 TFC/DeltaCom in accordance with the following requirements.

18.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

18.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X-25).

18.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

18.2.4 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.

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

18.3.1 Local Number Portability Database

18.3.1.1 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.

18.4 Line Information Database (LIDB)

18.4.1 Definition

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

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

18.4.1.2 Prior to the availability of a long-term solution for LNP, BellSouth shall enable ITC DeltaCom to store in BellSouth's LIDB any customer Line Number or

Special Billing Number record, whether ported or not, for which the ITC/DeltaCom dedicated NPA-NXX or RAO-0/XX Group is supported by that LIDB.

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

18.4.2 Technical Requirements

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

18.4.2.1 BellSouth shall process ITC/DeltaCom's customer records in LIDB at least as parity with BellSouth customer records with respect to other LIDB functions. BellSouth shall indicate to ITC/DeltaCom what additional functions (if any) are performed by LIDB in the BellSouth network.

18.4.2.2 Within two (2) weeks after a request by ITC/DeltaCom, BellSouth shall provide ITC/DeltaCom with a list of the customer data items which ITC/DeltaCom would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data format, the acceptable values of the data item and the meaning of those values.

18.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed 30 minutes per year.

18.4.2.4 BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed 12 hours per year.

18.4.2.5 BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than 12 hours per year.

18.4.2.6 All additions, updates and deletions of ITC/DeltaCom data to the LIDB shall be solely at the direction of ITC/DeltaCom. Such direction from ITC/DeltaCom will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto deactivation).

18.4.2.7 BellSouth shall provide priority updates to LIDB for ITC/DeltaCom data upon ITC/DeltaCom's request (e.g., to support fraud detection, via password protected telephone card, facsimile, or electronic mail within one hour of notice from the established BellSouth contact).

18.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of ITC/DeltaCom customer records will be missing from LIDB, as measured by ITC/DeltaCom audits. BellSouth will audit ITC/DeltaCom records in LIDB

against DBAS to identify record mismatches and provide this data to a designated ITC/DeltaCom contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record mismatches to ITC/DeltaCom within one business day of audit. Once reconciled records are received back from ITC/DeltaCom, BellSouth will update LIDB the same business day if less than 500 records are received before 11:00PM Central time. If more than 500 records are received, BellSouth will contact ITC/DeltaCom to negotiate a time frame for the updates not to exceed three business days.

18.4.2.9 BellSouth shall perform backup and recovery of all of ITC/DeltaCom's data in LIDB, including sending to LIDB all changes made since the date of the most recent backup copy, in at least the same time frame BellSouth performs backup and recovery of BellSouth data in LIDB for itself. Currently, BellSouth performs backups of the LIDB for itself on a weekly basis and when a new software release is scheduled, a backup is performed prior to loading the new release.

18.4.2.10 BellSouth shall provide ITC/DeltaCom with LIDB reports of data which are missing or contain errors, as well as any systemic errors, within a reasonable time period as negotiated between ITC/DeltaCom and BellSouth.

18.4.2.11 BellSouth shall prevent any access to or use of ITC/DeltaCom data in LIDB by BellSouth personnel that are outside of established administrative and brand control personnel, or by any other party that is not authorized by ITC/DeltaCom in writing.

18.4.2.12 BellSouth shall provide ITC/DeltaCom performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPAC/NXX or RAC-0/LNX wholly or partially owned by ITC/DeltaCom at least in part by BellSouth Customer Data. BellSouth shall obtain from ITC/DeltaCom the screening information associated with LIDB Data Screening of ITC/DeltaCom data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ITC/DeltaCom under the Bona Fide Request process of Attachment 9.

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

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

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

18.4.3 Interface Requirements

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

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

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

18.4.3.3 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.

18.6 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

18.5.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database

18.5.2 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein known as 8XX TFD) utilizes the 8XX SCP to provide identification and routing of the 8XX calls based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by ITC/DeltaCom. BellSouth shall provide 8XX TFD in accordance with the following:

18.5.3 Technical Requirements

18.5.4 BellSouth shall provide ITC/DeltaCom with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

18.5.5 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by ITC/DeltaCom.

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

~~8.5.7 Network Management~~

~~8.5.8 Customer Sample Collection and~~

~~8.5.9 Service Maintenance~~

~~8.6 8.6 Automatic Location Identification/Data Management System (ALI/DMS)~~

~~Not required by the TRO/RRO. However, BellSouth seeks to revise ITC language. DeltaCom to review. For purposes of the TRRO amendment process, ITC strikes and revises existing language pending review of BellSouth's proposals.~~

[BST proposes to replace with updated process] Automatic Location Identification/Data Management System (ALI/DMS)

911 and E911 Databases

BellSouth shall provide ITC^DeltaCom with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 C.F.R. § 51.319 (f).

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 PSAP to route the call. The ALI/DMS database is used to provide enhanced routing flexibility for E911. ITC^DeltaCom will be required to provide the BellSouth 911 database vendor daily service order updates to E911 database in accordance with Section 8.2.1.

Technical Requirements

BellSouth's 911 database vendor shall provide ITC^DeltaCom the capability of providing updates to the ALI/DMS database through a specified electronic interface. ITC^DeltaCom shall contact BellSouth's 911 database vendor directly to request interface. ITC^DeltaCom shall provide updates directly to BellSouth's 911 database vendor on a daily basis. Updates shall be the responsibility of ITC^DeltaCom and BellSouth shall not be liable for the transactions between ITC^DeltaCom and BellSouth's 911 database vendor.

It is ITC^DeltaCom's responsibility to retrieve and confirm statistical data and to correct errors obtained from BellSouth's 911 database vendor on a daily basis. All errors will be assigned a unique error code and the description of the error and the corrective action is described in the CLEC Users Guide for Facility Based Providers that is found on the BellSouth Interconnection Web site.

ITC^DeltaCom shall conform to the BellSouth standards as described in the CLEC Users Guide to E911 for Facilities Based Providers that is located on the BellSouth Interconnection Web site at <http://www.interconnection.bellsouth.com/guides>.

Stranded Unlocks are defined as End User records in BellSouth's ALI/DMS database that have not been migrated for over ninety (90) days to ITC^DeltaCom, as a new provider of local service to the End User. Stranded Unlocks are those End User records

that have been "unlocked" by the previous local exchange carrier that provided service to the End User and are open for ITC^DeltaCom to assume responsibility for such records.

Based upon End User record ownership information available in the NPAC database, BellSouth shall provide a Stranded Unlock annual report to ITC^DeltaCom that reflects all Stranded Unlocks that remain in the ALI/DMS database for over ninety (90) days. ITC^DeltaCom shall review the Stranded Unlock report, identify its End User records and request to either delete such records or migrate the records to ITC^DeltaCom within two (2) months following the date of the Stranded Unlock report provided by BellSouth. ITC^DeltaCom shall reimburse BellSouth for any charges BellSouth's database vendor imposes on BellSouth for the deletion of ITC^DeltaCom's records.

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

18.6.1 Technical Requirements

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

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

18.6.1.2.1 Name;

18.6.1.2.2 Address;

18.6.1.2.3 Telephone number; and

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

18.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless ITC^DeltaCom requests otherwise and shall be updated if ITC^DeltaCom requests, provided ITC^DeltaCom supplies BellSouth with the updates.

- 18.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.
- 18.6.1.5 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.
- 18.6.2 Interface Requirements
- The interface between the E911 Switch or Tandem and the ALI/DMS database for ITC^DeltaCom customers shall meet industry standards.

18.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to ITC^DeltaCom in order to allow ITC^DeltaCom to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide ITC^DeltaCom with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed initially by ITC^DeltaCom and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ITC^DeltaCom telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

18.8 Calling Name (CNAM) Database Service

ITC^DeltaCom may provide to its account manager a written request to enter into a CNAM agreement with BellSouth. If ITC^DeltaCom is interested in requesting CNAM with volume and term pricing, ITC^DeltaCom must contact its account manager and specifically request a CNAM volume and term agreement.

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

18.9.1 GR-246-CORE, Bell Communications Research, Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 1991).

18.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP) (Bellcore, March 1994).

18.9.3 GR-954-CORE: CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service, Issued, Rev. 1 (Bellcore, October 1995).

18.9.4 GR-1149-CORE: OSSGR, Section 10, System Interfaces, Issue 1.5 (Bellcore, October 1995). (Replaces TR-NWT-001149.)

18.9.5 BellCore GR-1158-CORE: OSSGR, Section 22.3, Line Information Database, 6, Issue (Bellcore, October 1995).

18.9.6 BellCore GR-1428-CORE: CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995), and

18.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

18.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access

18.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ITC/DeltaCom the capability that will allow ITC/DeltaCom and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

18.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to ITC/DeltaCom. Scheduling procedures shall provide ITC/DeltaCom equivalent priority to these resources.

18.10.3 BellSouth SCP shall partition and protect ITC/DeltaCom service logic and data from unauthorized access, execution or other types of compromise.

18.10.4 When ITC/DeltaCom selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ITC/DeltaCom to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

18.10.5 When ITC/DeltaCom selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. ITC/DeltaCom access will be provided via remote data connection (e.g., dedicated IP, Direct Connect, dial-in ISDN).

18.10.6 When ITC/DeltaCom selects SCE/SMS AIN Access, BellSouth shall allow ITC/DeltaCom to download data forms and/or tables to BellSouth SCP via

BellSouth SMS without intervention from BellSouth (e.g., service customization and customer subscription).

19. AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers

19.1 BellSouth will provide AIN Selective Carrier Routing at the request of ETC/DeltaCom. AIN Selective Carrier Routing will provide ETC/DeltaCom with the capability of routing operator calls, 0- and 0- and 0- NPA (NPA) 555-1212 directory assistance, 411 directory assistance and 611 repair center calls to pre-selected destinations.

19.1.2 ETC/DeltaCom shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

19.1.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

19.1.4 Where AIN Selective Carrier Routing is utilized by ETC/DeltaCom, the routing of ETC/DeltaCom's end-user calls shall be pursuant to information provided by ETC/DeltaCom and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an as-needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

19.1.5 Upon ordering of AIN Selective Carrier Routing Regional Service, ETC/DeltaCom shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each ETC/DeltaCom end-user activated, there shall be a non-recurring End User Establishment charge as set forth in Exhibit B of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions incorporated herein by this reference. ETC/DeltaCom shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

19.1.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including Regional Selective Carrier Routing (SCR) Order Request Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request Form B, AIN SCR Central Office Identification Form, Form C, AIN SCR Routing Options Selection Form, Form D, and Routing Combinations Table Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order

response to the client. BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

19.1.7 The non-recurring End-Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.

19.1.8 The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order.

19.1.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.

19.1.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc., will be billed according per contracted rates.

20. [BST proposes to delete for TRRO] Packet Switching Capability

20.1

21. Basic 911 and E911

If ITC^DeltaCom orders unbundled network elements, then ITC^DeltaCom is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in Attachment 11.??

21.1 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).

21.2 Requirements

21.2.1 Basic 911 Service Provisioning.

For Basic 911 service, BellSouth will provide to ITC^DeltaCom a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to 911. ITC^DeltaCom will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ITC^DeltaCom will be required to route that call to BellSouth at the

appropriate tandem or end office. When a municipality converts to E911 service, ITC^DeltaCom will be required to discontinue the Basic 911 procedures and being using E911 procedures.

21.2.2 E911 Service Provisioning.

For E911 service, ITC^DeltaCom will be required to install a minimum of two dedicated trunks originating from the ITC^DeltaCom serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ITC^DeltaCom will be required to provide BellSouth daily updates to the E911 database. ITC^DeltaCom will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ITC^DeltaCom will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. ITC^DeltaCom shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

21.2.3 Rates.

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

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

21.2.5 Detailed Practices and Procedures.

The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and ITC^DeltaCom to follow in providing 911/E911 services. BellSouth shall provide ITC^DeltaCom with updates and the latest available copies of said Guides via webposting.

22. Rates

22.1 General Principles

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

22.2 Unbundled Network Elements

The prices that ITC/DeltaCom shall pay to BellSouth for Unbundled Network Elements are set forth in Exhibits X and XX-D of this Attachment.

22.3 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which ITC/DeltaCom may submit LSRs electronically:

LENS Local Exchange Navigation System
EDI Electronic Data Interchange
TAG Telecommunications Access Gateway

22.3.1 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 products (mail, fax, courier, etc.) will incur a manual order charge.

All OSS charges are specified in Exhibit D-X of this Attachment 2.

22.3.1.1 ITC/DeltaCom shall assess an OSS charge to BellSouth for those LSRs that BellSouth sends to ITC/DeltaCom in a "port back" scenario under the terms and conditions as BellSouth charges ITC/DeltaCom. ITC/DeltaCom shall bill BellSouth at the OSS Charges specified in Exhibit D-X of this Attachment 2.

22.3.2 Denial/Restoral OSS Charge

In the event ITC/DeltaCom 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.

22.3.3 ITC/DeltaCom will incur an OSS charge for an accepted LSR that is later cancelled by ITC/DeltaCom.

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

22.3.4 Network Elements and Other Services Manual Additive

22.3.4.1 The Commissions in some states have ordered per-element manual additive 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. The per-element charges are listed in Exhibit D A-D of this Attachment.

	Order Coordination (OC)	Order Coordination - Line Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing in No Trouble Found
SL-1 (Non- Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option - ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non- Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option - ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (Exception Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UCL, SL1 and UCLs, JTC DeltaCom must order and will be billed for both OC and OC-TS if requesting OC-TS.					
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UCL) (Designed) - See Exhibit B.					

1. **[OPEN to SME discussion 5-17-05/This is hot cut language and is not bulk migration. BellSouth is not currently capable of providing bulk migrations for non coordinated cutovers...Deltacom has incurred damages and lost customers due to Bellsouth's failure to properly work non-coordinated bulk migrations in accordance with its own posted guidelines]Provisioning and Coordinated Cutovers**
- 1.1 Section 1.1 contains the initial coordination procedures that the Parties agree to follow when ITC^DeltaCom orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which ITC^DeltaCom will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section 1.4 below.
 - 1.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement.
 - 1.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by ITC^DeltaCom utilizing a SL2 local loop (as that term is defined in Section 1.3.1.3 below) provided by BellSouth to ITC^DeltaCom with PNP (as defined in Attachment 5).
 - 1.1.3 ITC^DeltaCom shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as defined in Attachment 6).
- 1.2 Ordering
 - 1.2.1 ITC^DeltaCom shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 7 to this Agreement. ITC^DeltaCom may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. ITC^DeltaCom shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order Coordination—Time Specific ("OC-TS"). OC indicates the type of service order used by ITC^DeltaCom to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 1.2.3 below referred to in this Section as the "Due Date." OC-TS indicates the type of service order used by ITC^DeltaCom to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 1.2.3 below and at the particular time specified on the FOC, referred to in this Section as the "Frame Due Time." ITC^DeltaCom shall pay the appropriate rate for either OC or OC-TS as set forth

in Attachment 2. ITC^DeltaCom will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 1.2.2 below.

- 1.2.1.1 Until such time as BellSouth's systems can deliver the requested Frame Due Time on the FOC as set forth above, ITC^DeltaCom shall rely on the time requested on the LSR.
- 1.2.2 For purposes of this Section, BellSouth's normal hours of operation for personnel performing physical wire work are defined as follows:
 - 1.2.2.1 Monday – Friday: 8:00 a.m. – 5 :00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)
 - 1.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)
 - 1.2.2.3 The above hours are defined as the time of day where the work is being performed.
 - 1.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 7. Normal hours of operation for the BellSouth centers providing ITC^DeltaCom support will be at least equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.
 - 1.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to ITC^DeltaCom may work shifts outside of BellSouth's regular working hours as defined in Section 1.2.2 above (i.e., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that ITC^DeltaCom requests that work, necessarily required in the provisioning of service, be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of ITC^DeltaCom, BellSouth will not assess ITC^DeltaCom additional charges beyond the rates and charges specified in this Agreement.
 - 1.2.2.6 ITC^DeltaCom T will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, ITC^DeltaCom will pay overtime charges subject to the provisions of Section 1.2.2.5 above, where ITC^DeltaCom requests a time specific conversion which based on the completion intervals outlined in Section 1.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation.
 - 1.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and

reject any errors contained in the information provided by ITC^DeltaCom for the current view of the LSR.

- 1.2.2.8 BellSouth shall provide ITC^DeltaCom electronic access to the information from its LFACS system in the pre-ordering phase to allow ITC^DeltaCom (1) to access loop makeup in accordance with Attachment 2 and (2) to validate its Connecting Facility Assignments (“CFA”) prior to the issuance of an LSR. ITC^DeltaCom shall not be responsible for order modification charges (OMC) when it is determined at the time of conversion that there is a CFA discrepancy resulting solely from BellSouth's error.
- 1.2.2.9 Both parties agree that post FOC clarifications should not occur, provided ITC^DeltaCom checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section 1.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and ITC^DeltaCom will investigate and address adverse trends of post FOC clarifications via the process improvement mechanism outlined in Section 1.4 below.
- 1.2.2.10 BellSouth and ITC^DeltaCom will work cooperatively to ensure data base integrity is achieved between ITC^DeltaCom and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) ITC^DeltaCom ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow ITC^DeltaCom to identify and synchronize such data base; and (2) BellSouth will ensure that it processes ITC^DeltaCom requests forcancellation of local service requests in a time frame that allows ITC^DeltaCom to accurately maintain its CFA records.
- 1.2.2.11 BellSouth will provide ITC^DeltaCom with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and ITC^DeltaCom will work jointly to identify and resolve any discrepancies between BellSouth and ITC^DeltaCom databases containing the CFA assignments.
- 1.2.3 Firm Order Commitment (“FOC”)
- 1.2.3.1 Pursuant to Section 1.2.1 above, for purposes of this Section, a FOC is a notification from BellSouth to ITC^DeltaCom that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC or for time specific conversions, on the date and time specified on the LSR and confirmed on the FOC. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and force majeure conditions.
- 1.2.3.2 For the initial LSR, BellSouth should not provide ITC^DeltaCom with either a request for clarification or a reject message after BellSouth provides ITC^DeltaCom a FOC, except as outlined in Section 1.2.2.9 above. Supplemental

Exhibit B

LSRs must be submitted via the method utilized to submit the original LSR i.e. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

- 1.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 1.2.3.1 above will be set forth in Attachment 9.
- 1.3 Provisioning
 - 1.3.1 Either party shall notify the other as soon as it becomes aware of any condition which may arise that would jeopardize BellSouth's committed Due Date or Frame Due Time, as applicable, for providing service to ITC^DeltaCom.
 - 1.3.1.1 Upon receipt of the FOC pursuant to Section 1.2.3.1, it is ITC^DeltaCom responsibility to notify the customer of the Due Date and or Frame Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Frame Due Time and / or on the Frame Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.
 - 1.3.1.2 Excluding facility shortages, force majeure or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than three (3) business days from the original requested date.
 - 1.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and (b) ITC^DeltaCom will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) ITC^DeltaCom will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OC-TS charges and ITC^DeltaCom will not be required to pay for OC-TS where a missed appointment of OC-TS has occurred as provided for in the service quality measurements of Attachment 9 .
 - 1.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to ITC^DeltaCom or ITC^DeltaCom's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.
 - 1.3.2 Upon receipt of the FOC, ITC^DeltaCom and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5.
 - 1.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to ITC^DeltaCom, if the request was submitted

electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.

- 1.3.2.1.1 PF order status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.
- 1.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and/or Frame Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify ITC^DeltaCom as soon as the order is placed in PF status in accordance with Section 1.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide ITC^DeltaCom estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within three (3) business days from the date the PF condition occurs.
- 1.3.2.2 ITC^DeltaCom shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to ITC^DeltaCom. In addition, an ITC^DeltaCom representative will answer and will respond within five (5) minutes and be ready to receive and record information provided by BellSouth.
- 1.3.2.3 In the event BellSouth does not find dial tone on the ITC^DeltaCom side when testing prior to the conversion date and time, and detects no trouble on the BellSouth side, BellSouth shall immediately notify ITC^DeltaCom. ITC^DeltaCom shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the ITC^DeltaCom technician finds no trouble on the ITC^DeltaCom side when testing, ITC^DeltaCom will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and an ITC^DeltaCom technician, to BellSouth's side of the demarcation point associated with ITC^DeltaCom's collocation arrangement. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that ITC^DeltaCom will correct the problem prior to the cut date and time. The Parties shall comply with Section 1.3.1. If the problem is determined to be a BellSouth problem and the Due Date or Frame Due Time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 1.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing. Except in PF situations which are addressed elsewhere in this Section 1, the new time and/or due date shall not

exceed two (2) business days from the original due date and/or due time. In such cases, ITC^DeltaCom will not be charged expedite charges.

- 1.3.2.4 Troubles referred to ITC^DeltaCom pursuant to Section 1.3.2.3 above will be repaired by the ITC^DeltaCom technician, if necessary. Unless ITC^DeltaCom notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. ITC^DeltaCom agrees that BellSouth may rely on the lack of such notification to mean that ITC^DeltaCom believes it can resolve the "No Dial tone" issue prior to Due Date or Frame Due Time. ITC^DeltaCom shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, ITC^DeltaCom dial tone is not detected on the BellSouth collocation pair and ITC^DeltaCom and BellSouth agree that the problem is due to ITC^DeltaCom and cannot be resolved within fifteen (15) minutes, ITC^DeltaCom will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If ITC^DeltaCom is unable to correct the repair within fifteen (15) minutes, ITC^DeltaCom may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan as described in Section 1.4.1 below will be applied.
- 1.3.3 ITC^DeltaCom will ensure that dial tone is delivered to the BellSouth collocation pair forty-eight (48) hours prior to due date.
- 1.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cut-over time designated by ITC^DeltaCom for OCTS or verify the due date for OC conversions twenty-four to forty-eight (24-48) hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, Frame Due Time if the order is an OC-TS order, the number of lines and the cable and pair assignment. This verified information must be the same Due Date or Frame Due Time as sent back on the FOC unless the Parties jointly agree on or before this concurrence call on a new Due Date or Frame Due Time. Both parties will ensure OC-TS as identified in this section will commence within fifteen (15) minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test twenty-four (24) hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise ITC^DeltaCom that it will not. If BellSouth advises ITC^DeltaCom that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 1.3.1.3 above.
- 1.3.3.2 BellSouth will advise ITC^DeltaCom, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service

to ITC^DeltaCom as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by ITC^DeltaCom.

- 1.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.

1.3.4 Due Date Activities

- 1.3.4.1 CWINS will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify ITC^DeltaCom dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the ITC^DeltaCom collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify ITC^DeltaCom dial tone and ensure the correct number is delivered to the BellSouth cable pair.

1.3.5 Activities After Hot Cut

- 1.3.5.1 The UNEC will then advise ITC^DeltaCom via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 1.3.2.2 above, and allow ITC^DeltaCom to accept or reject the service. BellSouth shall work cooperatively with ITC^DeltaCom to correct any problems associated with the conversion of the service which might result in ITC^DeltaCom's rejection of the service.
- 1.3.5.2 If BellSouth fails to contact ITC^DeltaCom after the hot cut and in accordance with the Cut Complete Call stated in Sections 1.3.5.1 and 1.3.2.2 above (number stated in the "ImpCon" Field of the ITC^DeltaCom LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 1.3.1.3 above.
- 1.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 1.3.5.1 above has been made:
 - 1.3.5.3.1 If the call is received by ITC^DeltaCom prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 pm;
 - 1.3.5.3.2 If ITC^DeltaCom requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;
 - 1.3.5.3.3 If the call is received by ITC^DeltaCom after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;

- 1.3.5.3.4 If BellSouth does not receive verbal acceptance by ITC^DeltaCom pursuant to the above conditions, BellSouth will deem the conversion accepted by ITC^DeltaCom.
- 1.3.5.4 BellSouth and ITC^DeltaCom reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this Attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism as set forth in Section 1.4 below.
- 1.3.6 Loop Cut-Over Timing
- 1.3.6.1 BellSouth shall complete the loop cut-over step and notify ITC^DeltaCom of such completion in accordance with section 1.3.5, commencing with the Frame Due Time and ending no later than the following time limits depending on the number of lines being cut. In the case of a OC-TS or OC conversion: 1-10 loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 15+ loops => Project Managed. BellSouth agrees that upon ITC^DeltaCom's request, for order coordinated loop cutovers involving three (3) or more lines, at least two lines will remain in service at all times during the conversion process.
- 1.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement.
- 1.3.6.3 Intervals for project managed loops as defined in the interval guides will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.
- 1.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 1.3.6.1 above and notify ITC^DeltaCom of such completion in accordance with Section 1.3.5.1 above, ITC^DeltaCom may escalate such failure to the proper BellSouth official for expedited resolution.
- 1.3.7 Completion Notice
- 1.3.7.1 BellSouth shall send ITC^DeltaCom completion notices when the LSRs are submitted electronically. If submitted manually, ITC^DeltaCom may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.
- 1.4 Process Improvement
- 1.4.1 ITC^DeltaCom or BellSouth ("Petitioner") shall notify the other Party ("Respondent") in writing via ITC^DeltaCom's Industry Relations Department or BellSouth's ITC^DeltaCom Account Team ("Account Team") of the needed areas of improvement and any proposed changes to the current hot cut process provided for in this Agreement.

- 1.4.1.1 The Respondent shall submit a written response to Petitioner within fifteen (15) calendar days of the requested change.
- 1.4.2 Upon receipt of the response, Petitioner shall either:
 - 1.4.2.1 schedule a meeting between representatives of each party with authority to identify areas of improvement and, if applicable, to develop and implement process changes resulting from such mutual cooperation; or
 - 1.4.2.2 accept all proposed changes by Respondent, if any, and notify Respondent with a written response within seven (7) calendar days that the changes, if any, will be accepted.
- 1.4.3 If Section 1.4.2.1 is implemented, the Parties agree to negotiate the requested change in good faith within ninety (90) calendar days of the day Petitioner requested the proposed change.
- 1.4.4 A mutually agreed upon process under either Section 1.4.2.1 or Section 1.4.2.2 shall be implemented upon a mutually agreed upon timeframe.
- 1.4.5 Should the Parties be unable to agree on a mutually acceptable change to the process and or an agreeable date to implement such change within one hundred and twenty (120) days of the day Petitioner requested the proposed change, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 116 of the General Terms and Conditions of this Agreement.
- 1.4.6 At no such time, shall either Party waive any rights that it may have with respect to the Agreement in its entirety.
- 1.4.7 Nothing in this Process Improvement Plan is deemed to amend or modify any other terms in the Interconnection Agreement.
- 1.4.8 If ITC^DeltaCom requested a time-specific conversion, the conversion shall commence at the time indicated in ITC^DeltaCom's LSR and be completed consistently with timeframes for time-specific conversion. If BellSouth fails to deliver a working loop at the coordinated time, BellSouth shall, at ITC^DeltaCom's request, extend the window at no additional charge.
- 1.5 New Loop Provisioning – “Loop Only”
 - 1.5.1 BellSouth will provision new loops at intervals outlined in the Products and Services Interval Guide.
 - 1.5.2 BellSouth will perform pre-service testing to ensure ITC^DeltaCom dial tone and telephone number is delivered to the BellSouth loop.

- 1.5.3 If ITC^DeltaCom dial tone is not detected during pre-service testing, BellSouth will notify ITC^DeltaCom and will continue with the provisioning process assuming that ITC^DeltaCom will correct the problem prior to the due date.
- 1.5.4 ITC^DeltaCom will deliver dial tone and telephone number to the demarcation point associated with ITC^DeltaCom's collocation arrangement forty-eight (48) hours prior to the due date.
- 1.5.5 BellSouth and ITC^DeltaCom will notify either party if the due date cannot be met for any reason.
- 1.5.6 Trouble resolution, completion notification acceptance and Cooperative Testing (if requested at time of acceptance and utilizing only the personnel required in the Provisioning of the order) as provided for in Section 1.2 Ordering and Section 1.3 Provisioning of Hot Cuts will apply.
- 1.5.7 BellSouth will deliver to the ordered location at the end users premises, loops as outlined in TR73600.
- 1.5.8 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by ITC^DeltaCom to the NID. Testing requested by ITC^DeltaCom to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by ITC^DeltaCom and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.
- 1.5.9 Provided, however, that if ITC^DeltaCom requested a time-specific conversion, the conversion shall commence at the time indicated in ITC^DeltaCom's LSR and be completed consistently with timeframes for time-specific conversions. If BellSouth fails to deliver a working loop at the coordinated time, BellSouth shall at ITC^DeltaCom's request extend the window at no additional charge.

1. **High-Frequency Spectrum Network Element**

3 **[BST proposes to replace Exhibit C language with Line Splitting-Line Sharing is no longer available after March 10, 2006] Line Splitting**

3.1.1 Line splitting shall- mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) to-deliver voice and data service to End Users over the same Loop. The Voice CLEC and Data LEC may be the same or different carriers.

3.1.2 Line Splitting – UNE-L. In the event ITC^DeltaCom provides its own switching or obtains switching from a third party, ITC^DeltaCom may engage in line splitting arrangements with another CLEC using a splitter, provided by ITC^DeltaCom, in a Collocation Space at the central office where the loop terminates into a distribution frame or its equivalent.

3.1.3 Line Splitting –Loop and UNE Port (UNE-P).

3.1.4 To the extent ITC^DeltaCom is purchasing UNE-P pursuant to this Agreement, BellSouth will permit ITC^DeltaCom to replace UNE-P with Line Splitting. The UNE-P arrangement will be converted to a stand-alone Loop, a Network Element switch port, two collocation cross-connects and the high frequency spectrum line activation. The resulting arrangement shall continue to be included in ITC^DeltaCom's Embedded Base as described in Section 5.4.3.2.

3.1.5 ITC^DeltaCom shall provide BellSouth with a signed LOA between it and the Data LEC or Voice CLEC with which it desires to provision Line Splitting services, if ITC^DeltaCom will not provide voice and data services.

3.1.6 Line Splitting arrangements in service pursuant to this Section 3.3 must be disconnected or provisioned pursuant to Section 3.2 on or before March 10, 2006.

3.2 Provisioning Line Splitting and Splitter Space

3.2.1 The Data LEC, Voice CLEC or BellSouth may provide the splitter. When ITC^DeltaCom or its authorized agent owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location; a collocation cross-connection connecting the Loop to the collocation space; a second collocation cross-connection from the collocation space connected to a voice port; the high frequency spectrum line activation, and a splitter. When BellSouth owns the splitter, Line Splitting requires the following: a non-designed analog Loop from the serving wire center to the NID at the End User's location with CFA and splitter port assignments, and a collocation cross-connection from the collocation space connected to a voice port.

- 3.2.2 An unloaded 2-wire copper Loop must serve the End User. The meet point for the Voice CLEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.2.3 The foregoing procedures are applicable to migration from a UNE-P arrangement to Line Splitting Service.
- 3.3 CLEC Provided Splitter – Line Splitting
- 3.3.1 To order High Frequency Spectrum on a particular Loop, ITC^DeltaCom must have a DSLAM collocated in the central office that serves the End User of such Loop.
- 3.3.2 ITC^DeltaCom must provide its own splitters in a central office and have installed its DSLAM in that central office.
- 3.3.3 ITC^DeltaCom may purchase, install and maintain central office POTS splitters in its collocation arrangements. ITC^DeltaCom may use such splitters for access to its customers and to provide digital line subscriber services to its customers using the High Frequency Spectrum. Existing Collocation rules and procedures and the terms and conditions relating to Collocation set forth in Attachment 4-Central Office shall apply.
- 3.3.4 Any splitters installed by ITC^DeltaCom in its collocation arrangement shall comply with ANSI T1.413, Annex E, or any future ANSI splitter Standards. ITC^DeltaCom may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.4 Maintenance – Line Splitting.
- 3.4.1 BellSouth will be responsible for repairing voice troubles and the troubles with the physical loop between the NID at the End User's premises and the termination point.

BellSouth must make all necessary network modifications, including providing non-discriminatory access to OSS necessary for pre-ordering, ordering, provisioning, maintenance and repair and billing for loops used in line splitting arrangements.

BellSouth shall provide access to physical loop test access points on a non-discriminatory basis for the purpose of loop testing, maintenance and repair activities.

ITC^DeltaCom shall indemnify, defend and hold harmless BellSouth from and against any claims, losses, actions, causes of action, suits, demands, damages, injury, and costs including reasonable attorney fees, which arise out of actions related to the other service provider, except to the extent caused by BellSouth's gross negligence or willful misconduct.

1.1.3 — ~~[NOTE: What are the provisioning parameters around bellsouth provided splitter? Why wouldn't some of this language still apply? NSE/ITC^DeltaCom]~~

1.2. — **PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE**

1.2.1 — ~~BellSouth will provide ITC^DeltaCom with access to the High Frequency Spectrum as follows:~~

1.2.2 — ~~BellSouth will install splitters within thirty-six (36) calendar days of ITC^DeltaCom's submission of such order to the BellSouth Complex Resale Support Group.~~

1.2.3 — ~~BellSouth shall provide ITC^DeltaCom the status of manually submitted LSRs for end user line sharing orders through the PON Report on the CLEC Operations Website at <https://clec.bellsouth.com>.~~

~~Status shall include FOC Sent, Pending, Cancelled, In Clarification, Jeopardies or Rejected. A description of these statuses can be found on this website. This is a secure website. Passwords can be obtained from your account team.~~

~~For LSRs submitted through an electronic interface (EDI, TAG, LENS), the following responses will be returned to ITC^DeltaCom electronically: FOCs, Completion Notices, Errors/Clarifications, Pending Order Status, Jeopardies, e.g. missed appointments. ITC^DeltaCom may view CSRs through LENS.~~

~~ITC^DeltaCom may determine the status of its line sharing end user service orders through CSOTS (CLEC Service Order Tracking System). The service order statuses are described in the Pending Order Status Job Aid located on the web at~~

~~http://www.interconnection.bellsouth.com/markets/lec/oss_info.html.~~

~~Passwords for CSOTS can be obtained from the account team. ITC^DeltaCom may determine the status of its COSMOS/SWITCH work order for its line sharing end user orders through the COSMOS/SWITCH Line Sharing Report. These reports will provide the telephone number, CLLI code, cable and pair, splitter assignment, status and in COSMOS service order number if pending. The reports also provide a summary including working pairs, pairs pending disconnect, pairs pending connect. The COSMOS/SWITCH report will be in a form that enables ITC^DeltaCom to download it into an excel-type spreadsheet format. When ITC^DeltaCom has received a Firm Order Confirmation ("FOC") on an order and the CSOTS system also shows that order as complete, but the order appears on the COSMOS/SWITCH report in the pending connect or pending disconnect status, ITC^DeltaCom shall enter a trouble report through DLEC Tafi or report troubles to the BellSouth CWINS center. When ITC^DeltaCom has received a FOC on an order and the order is pending in CSOTS beyond the due date of the order, then ITC^DeltaCom shall check to see if BellSouth has provided a jeopardy or clarification~~

notification via the PON Status Report. If there are no outstanding clarifications or jeopardies, ITC^DeltaCom will contact the LCSC. The COSMOS/SWITCH report will be updated by 8:00 p.m., daily, Monday thru Sunday.

1.2.4—

1.2.5— BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide ITC^DeltaCom access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide ITC^DeltaCom with a carrier notification letter at least 30 days before such change and shall work collaboratively with ITC^DeltaCom to select a mutually agreeable brand of splitter for use by BellSouth. ITC^DeltaCom shall thereafter purchase ports on the splitter as set forth more fully below.

1.2.6— BellSouth will install the splitter in (i) a common area close to the ITC^DeltaCom collocation area, if possible; or (ii) in a BellSouth relay rack as close to the ITC^DeltaCom DSO termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. Nothing in this section shall be construed as ITC^DeltaCom's agreement that such placement is the most efficient network configuration. Moreover, nothing in this section shall be construed as ITC^DeltaCom's agreement that such placement is consistent with TELRIC pricing rules or otherwise is a network configuration that would be used by an efficient forward looking provider of unbundled network elements. Notwithstanding the foregoing, neither Party waives any rights to take a position contrary to the provisions of this Section before any regulatory body regarding line sharing processes or rates. BellSouth will cross-connect the splitter data ports to a specified ITC^DeltaCom DSO at such time that an ITC^DeltaCom end user's service is established.

1.2.7— BellSouth shall give ITC^DeltaCom notice in a reasonable time prior to disconnect, which notice shall give ITC^DeltaCom an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and ITC^DeltaCom purchases the full stand-alone loop, ITC^DeltaCom may elect the type of loop it will purchase. ITC^DeltaCom will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.

1.2.8— ITC^DeltaCom and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum

~~in various real life scenarios. BellSouth and ITC^DeltaCom agree that ITC^DeltaCom is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber fed digital loop carrier. BellSouth will provide ITC^DeltaCom with access to feeder sub-loops at UNE prices. BellSouth and ITC^DeltaCom will work together to establish methods and procedures for providing ITC^DeltaCom access to the High Frequency Spectrum over fiber fed digital loop carriers.~~

~~1.2.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.~~

~~1.2.10 To order High Frequency Spectrum on a particular loop, ITC^DeltaCom must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth shall allow ITC^DeltaCom to order splitters in central offices where vis in the process of obtaining collocation space. BellSouth shall install such splitters before the end of ITC^DeltaCom's collocation provisioning interval.~~

~~1.2.11 BellSouth will devise a splitter order form that allows ITC^DeltaCom to order splitter ports in increments of 8, 24 or 96 ports.~~

~~1.2.12 BellSouth will provide ITC^DeltaCom the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.~~

~~1.2.13 BellSouth will provide ITC^DeltaCom with access to the High Frequency Spectrum of the unbundled loop as follows:~~

~~For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.~~

~~For manual orders, BellSouth will return a Firm Order Confirmation (FOC) in no more than twenty four (24) business hours. For electronic orders, BellSouth will return a FOC in one (1) hour ninety five percent (95%) of the time for orders that flow through. For orders that do not flow through, BellSouth will return a FOC in twenty four (24) business hours.~~

~~1.2.14 BellSouth shall perform testing to confirm that all in place splitters are correctly installed to the BellSouth frame. In the event any splitters are not correctly cabled or installed shall be corrected before February 28, 2001. BellSouth shall include testing to ensure splitters are correctly installed and cabled to the BellSouth frame as a part of the splitter installation process. If BellSouth informs ITC^DeltaCom that a splitter has been installed for ITC^DeltaCom's use, and that splitter is later found to have been incorrectly installed, BellSouth shall waive the nonrecurring charge for that splitter installation.~~

1.2.15 ~~BellSouth shall test the data portion of the loop to insure the continuity of the wiring for ITC^DeltaCom's data using the LSVT test set for both the provisioning and maintenance of a loop. This test shall be performed from the ITC^DeltaCom designated tie cable pair (which is connected to ITC^DeltaCom's DSLAM) to the Main Distribution Frame (MDF) where the customer's cable pair leaves the BellSouth central office. This process will be implemented unless, and until, ITC^DeltaCom and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.~~

~~1.3~~ MAINTENANCE AND REPAIR

1.3.1 ~~ITC^DeltaCom shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. ITC^DeltaCom may access the loop at the point where the combined voice and data signal exits the central office splitter.~~

1.3.2 ~~BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. ITC^DeltaCom will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.~~

1.3.3 ~~If the problem encountered appears to impact primarily the xDSL service, the end user should call ITC^DeltaCom. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and ITC^DeltaCom.~~

1.3.4 ~~BellSouth and ITC^DeltaCom will work together to diagnose and resolve any troubles reported by the end user and to develop a process for repair of lines as to which ITC^DeltaCom has access to the High Frequency Spectrum. The Parties will continue to work together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.~~

1.3.4.1 ~~The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.~~

1.3.4.2 ~~If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any~~

~~dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.~~

- ~~1.3.5 In the event ITC^DeltaCom's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify ITC^DeltaCom and allow twenty four (24) hours to cure the trouble. If ITC^DeltaCom fails to resolve the trouble, BellSouth may discontinue ITC^DeltaCom's access to the High Frequency Spectrum on such loop.~~

1.4 PRICING

- ~~1.4.1 BellSouth ITC^DeltaCom agree to the negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.~~

- ~~1.4.2 *BellSouth and ITC^DeltaCom enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or ITC^DeltaCom may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or ITC^DeltaCom may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or ITC^DeltaCom might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide ITC^DeltaCom with access to the High Frequency Spectrum. The interim rates set forth in Exhibit C were adopted as a result of a compromise between the parties and do not reflect either party's position as to final rates for access to the High Frequency Spectrum.*~~

~~*Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.*~~

ITC^DeltaCom proposed 271 rate for local switching/port

State	Proposed 271 rate for local switching (usage and port)
Alabama	\$6.02
Florida	\$4.47
Georgia	\$5.22
Kentucky	\$5.56
Louisiana	\$5.11
Mississippi	\$5.84
North Carolina	\$4.85
South Carolina	\$5.01
Tennessee	\$4.99

Total Charge would be a flat-rate, irrespective of usage and applied on a per-analog port basis. All other loop, transport and signaling charges would be the applicable UNE rate. No change in terms, conditions or provisioning would apply.

All other rates are as set by the Commission.

REDACTED VERSION

EXHIBIT B

UNE & FCC Commingling Diagram #1

UNE & FCC Commingling Diagram #2

UNE & FCC Commingling Diagram #3

UNE & FCC Commingling Diagram #4

UNE & FCC Commingling Diagram #5

UNE & FCC Commingling Diagram #6 & 7

UNE & FCC Commingling Diagram #8

UNE & FCC Commingling Diagram #9

UNE & FCC Commingling Diagram #10

UNE & FCC Commingling Diagram #11a

UNE & FCC Commingling Diagram #11b

UNE & FCC Commingling Diagram #12

Listing of Commingling and FCC to UNE / UNE to FCC Options:

Listing of Commingling and FCC to UNE / UNE to FCC Options: Page -2-

EXHIBIT C

**Amendment to the Agreement
Between
ITC DeltaCom Communications, Inc.
and
BellSouth Telecommunications, Inc.**

Pursuant to this Amendment, (the "Amendment"), ITC DeltaCom Communications, Inc ("ITC DeltaCom"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties for the state of North Carolina dated June 14, 2000 ("Agreement") to be effective 30 (thirty) days after the date of the last signature executing the Amendment ("Effective Date").

WHEREAS, BellSouth and ITC DeltaCom entered into the Agreement on June 14, 2000, and;

WHEREAS, BellSouth and ITC DeltaCom are amending the Adoption of Agreements provision of the Agreement pursuant to the FCC's Second Report and Order, WC Docket No. 01-338, issued on July 13, 2004;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree to delete Section 16^{15.1} of the General Terms and Conditions and replace it with the following:

15.1 Notwithstanding the provisions of Section 16, BellSouth shall make available to ITC^DeltaCom without unreasonable delay any agreement (including any "commercial agreement" that provides rates, terms or conditions for interconnection and/or network elements) in its entirety to which BellSouth is a party upon the same rates, terms and conditions as those provided in the agreement. BellSouth may not limit the availability of any agreement only to those requesting carriers serving a comparable class of subscribers or providing the same service (i.e. local, access, or interexchange) as the original party to the agreement. However, BellSouth may obtain a waiver of the requirements of this Section 15.1 if BellSouth proves to the state commission that the costs of providing a particular agreement to ITC^DeltaCom are significantly greater than the costs of providing it to the telecommunications carrier that originally negotiated the agreement or the provision of a particular agreement to ITC^DeltaCom is not technically feasible. If BellSouth makes a claim of technical infeasibility, BellSouth shall bear the burden of proof of the technical infeasibility. Individual agreements shall remain available for use for a reasonable period of time after the approved agreement is available for public inspection. In

the event that ITC^DeltaCom notifies BellSouth of its intent to modify the Agreement, pursuant to this section with no modifications, BellSouth shall provide ITC^DeltaCom an amendment for review within thirty (30) calendar days from receipt of ITC^DeltaCom's initial request or as mutually agreed upon by the Parties.

15.1.1. Where BellSouth has not filed commercial agreements that provide for interconnection and/or network elements to which it is a party with the state commission for approval, then BellSouth shall pursuant to this Most Favored Nations provision ("MFN") do the following:

(1). Notify ITC^DeltaCom of the availability of such commercial agreement including a summary of the rates, terms and conditions or alternatively, provide a copy of such agreement

(2) BellSouth shall offer such arrangement to ITC^DeltaCom which ITC^DeltaCom may choose to accept.

(3). In the event, ITC^DeltaCom accepts such offer within 60 days of notification, then the effective date for ITC^DeltaCom shall be as of the effective date of the commercial agreement. In the event, ITC^Deltacom accepts such offer more than 60 days after notification, then the rates, terms and conditions shall be effective as to ITC^DeltaCom as of the date of acceptance.

16.1

~~Pursuant to 47 USC § 252(i) and 47 C.F.R. § 51.809, BellSouth shall make available to ITC DeltaCom any entire interconnection agreement filed and approved pursuant to 47 USC § 252. The adopted agreement shall apply to the same states as the agreement that was adopted, and the term of the adopted agreement shall expire on the same date as set forth in the agreement that was adopted.~~

All of the other provisions of the Agreement dated June 14, 2000 shall remain unchanged and in full force and effect.

3.2. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

_____IN WITNESS WHEREOF, the Parties have executed this Amendment the day and year written below.

BellSouth Telecommunications, Inc.

**ITC DeltaCom
Communications, Inc.**

By: _____

By: _____

Name: Kristen Rowe

Name: _____

Title: Director

Title: _____

Date: _____

Date: _____