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January 10, 2005

Mrs. Blanca S. Bayó
Division of the Commission Clerk and
Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

**Re: Docket No.: 040130-TP
Joint Petition for Arbitration of NewSouth Communications Corp., NuVox
Communications Corp., KMC Telecom V, Inc., KMC Telecom III LLC, and
Xspedius Communications, LLC on Behalf of its Operating Subsidiaries
Xspedius Management Co. Switched Services, LLC and Xspedius
Management Co. of Jacksonville, LLC**

Dear Ms. Bayó:

Enclosed are an original and fifteen copies BellSouth Telecommunications, Inc.'s Direct Testimony of Kathy K. Blake, P.L. (Scot) Ferguson, Eric Fogle, Carlos Morillo, and Eddie L. Owens, which we ask that you file in the captioned docket.

A copy of this letter is enclosed. Please mark it to indicate that the original was filed and return the copy to me. Copies have been served to the parties shown on the attached Certificate of Service.

Sincerely,


James Meza III

Enclosures

cc: All Parties of Record
Marshall M. Criser III
R. Douglas Lackey
Nancy B. White

DOCUMENT NUMBER 040130-TP
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FPSC-COMMISSION CLERK

**CERTIFICATE OF SERVICE
DOCKET NO. 040130-TP**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served via Electronic Mail and First Class U. S. Mail this 10th day of January, 2005 to the following:

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BELLSOUTH TELECOMMUNICATIONS, INC.
DIRECT TESTIMONY OF KATHY K. BLAKE
BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION
DOCKET NO. 040130-TP
JANUARY 10, 2005

Q. PLEASE STATE YOUR NAME, YOUR POSITION WITH BELLSOUTH TELECOMMUNICATIONS, INC. (“BELLSOUTH”), AND YOUR BUSINESS ADDRESS.

A. My name is Kathy K. Blake. I am employed by BellSouth as Director – Policy Implementation for the nine-state BellSouth region. My business address is 675 West Peachtree Street, Atlanta, Georgia 30375.

Q. PLEASE PROVIDE A BRIEF DESCRIPTION OF YOUR BACKGROUND AND EXPERIENCE.

A. I graduated from Florida State University in 1981 with a Bachelor of Science degree in Business Management. After graduation, I began employment with Southern Bell as a Supervisor in the Customer Services Organization in Miami, Florida. In 1982, I moved to Atlanta where I held various positions involving Staff Support, Product Management, Negotiations, and Market Management within the BellSouth Customer Services and Interconnection Services Organizations. In 1997, I moved into the State Regulatory Organization with various responsibilities for testimony preparation, witness

1 support and issues management. I assumed my currently responsibilities in
2 July 2003.

3

4 Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?

5

6 A. The purpose of my testimony is to provide BellSouth's position on the
7 numerous unresolved policy issues initially raised in the Joint Petition For
8 Arbitration, filed February 11, 2004, with the Florida Public Service
9 Commission ("Commission" or "FPSC") on behalf of NewSouth
10 Communications Corporation ("NewSouth"), NuVox Communications, Inc.
11 ("NuVox"), KMC Telecom V., Inc. ("KMC V") and KMC Telecom III LLC
12 ("KMCIII") (together, "KMC"), and Xspedius Communications, LLC on
13 behalf of its operating subsidiaries Xspedius Management Company Switched
14 Services, LLC and Xspedius Management Company of Jacksonville, LLC
15 (together, "Xspedius"). I henceforth refer to these companies as the
16 "Petitioners" or "Joint Petitioners". I specifically address the issues that relate
17 to the General Terms and Conditions section of the proposed Agreement as
18 well as Attachments 2 and 3. Further, I provide supporting evidence that the
19 interconnection agreement language proposed by BellSouth is the appropriate
20 language that should be adopted for this interconnection agreement by the
21 Commission.

22

23 On July 20, 2004, the Parties filed a Joint Motion for Abeyance with the
24 Commission where the Parties asked for 90-day abatement of the arbitration
25 proceeding so that they could include and address issues relating to the D. C.

1 Circuit’s decision in *United States Telecom Ass’n v. FCC*, 359 F.3d 554 (D.C.
 2 Circuit 2004) (“*USTA II*”) in this proceeding. During this 90-day abatement
 3 period, the Federal Communications Commission (“FCC”) issued its *Order*
 4 *and Notice of Proposed Rule Making* in WC Docket No. 04-313, CC Docket
 5 No. 01-338 (“*Interim Rules Order*” or “FCC 04-179”). Consequently, the
 6 parties agreed to include issues relating to the *Interim Rules Order* into this
 7 arbitration proceeding as well.¹ In this regard, my Direct Testimony addresses
 8 several supplemental issues relating to *USTA II* and the *Interim Rules Order*
 9 (“**Supplemental Issues**”), which are identified as Issue Nos. S-1 through S-7² in
 10 **the Revised Joint Issues Matrix filed on October 15, 2004.**

11
 12 Q. PLEASE IDENTIFY BELLSOUTH’S WITNESSES AND THE
 13 UNRESOLVED ISSUES THEY ADDRESS IN THEIR SUPPLEMENTAL
 14 DIRECT TESTIMONY.

15
 16 A. The chart below identifies the BellSouth witnesses and the unresolved issues
 17 they address in whole or in part in their Direct Testimony:

Witness	Issue Nos.
Kathy Blake	G-2, G-4, G-5, G-6, G-7, G-8, G-9, G-12, 2-5, 2-8, 2-9, 2-32, 2-33, 3-4, 3-6 and Supplemental Issues S-1 through S-7
Carlos Morillo	6-5, 7-1, 7-3, 7-5, 7-6, 7-7, 7-8, 7-9, 7-10
Eric Fogle	2-18, 2-19, 2-20, 2-28

¹ On December 15, 2004, the FCC announced its findings in the Final FCC Unbundling Rules; however, as of date, the rules have not been released.

² Issue S-8 has been withdrawn by the Joint Petitioners. Furthermore, as set forth in my testimony, BellSouth does not agree that all of the asserted supplemental issues are appropriate for arbitration.

Scot Ferguson	2-25, 6-3
Eddie Owens	6-11, 7-2

1

2 Q. DO YOU HAVE ANY PRELIMINARY COMMENTS?

3

4 A. Yes. There are numerous unresolved issues in this arbitration that have
5 underlying legal arguments. Because I am not an attorney, I am not offering a
6 legal opinion on these issues. I respond to these issues purely from a policy
7 perspective. BellSouth will address all legal arguments in its post-hearing
8 brief.

9

10 **UNRESOLVED ISSUES**

11

12 ***Item 2; Issue G-2: How should “End User” be defined? (Agreement GT&C***
13 ***Section 1.7)***

14

15 Q. WHAT IS BELL SOUTH’S POSITION ON THIS ISSUE?

16

17 A. As an initial matter, because the issue as stated by the Petitioners and raised in
18 the General Terms and Conditions section of the Agreement has never been
19 discussed by the Parties, the issue is not appropriate for arbitration. The only
20 discussion between the parties regarding the definition of “end user” has been
21 in the context of high capacity EELs. When the parties agreed to extend the
22 arbitration window, it was also agreed that the scope of those negotiations
23 included only issues that arose from the *TRO*. The language addressing “end
24 user” in the General Terms section has been in the Agreement since the parties

1 began negotiations. This language applies to every single use of the term “end
2 user” throughout the entire agreement, which includes eleven attachments, and
3 was not introduced as a result of the *TRO*. The Petitioners have only become
4 interested in the General Terms language since they reviewed the EELs
5 provisions of the *TRO*. It is not appropriate now, particularly based on the
6 parties’ agreement otherwise, to go back and address the term “end user” as
7 used in the General Terms section of the Agreement. Indeed, to do so would
8 require the parties to negotiate, for the first time, the definition of end user as it
9 applies throughout the agreement. If the parties must go through the entire
10 agreement to negotiate each instance the term “end user” appears, there are
11 approximately 300 references that would have to be addressed. Since this has
12 never been negotiated in the more than 18 months that the parties have been
13 meeting to discuss the interconnection agreement, it is not appropriate for the
14 Commission to address the issue as it has been raised by the CLECs.

15

16 Q. WHAT IS BELLSOUTH’S PROPOSED DEFINITION OF “END USER”?

17

18 A. Notwithstanding the controversy about the appropriateness of addressing this
19 issue, the term end user should be defined as it is customarily used in the
20 industry; that is, the ultimate user of the telecommunications service.

21

22 Q. PLEASE EXPAND ON BELLSOUTH’S DEFINITION.

23

24 A. BellSouth’s language makes clear that an end user is not an intermediary user
25 of the service, such as an Internet Services Provider (“ISP”). Webster’s

1 Dictionary defines “end” as “...the last part of a thing, i.e., the furthest in
2 distance, latest in time, or last in sequence or series... .” In this instance, the
3 “end user” is not necessarily the CLEC’s customer, as the Petitioners’
4 language suggests, because that customer may or may not be the end of the
5 sequence or series. In other words, no matter how many wholesalers,
6 enhancers, etc., are in the chain, the “end user” is the ultimate user of the
7 service. For example, a manufacturer of breakfast cereal may have a grocery
8 store chain as its customer, but the end user is the little boy eating his Wheaties
9 at his breakfast table. In contrast, the Petitioners’ language creates uncertainty.
10 By defining an end user as any customer, even one who subsequently
11 repackages the service to sell it to another, the Petitioners contradict the
12 commonly understood meaning of the word “end.” Put differently, under their
13 definition, end user means every user, not just the one at the end of the process.
14

15 ***Item 4; Issue G-4: What should be the limitation on each Party’s liability in***
16 ***circumstances other than gross negligence or willful misconduct? (Agreement***
17 ***GT&C Section 10.4.1)***

18
19 Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

20
21 A. The limitation on each Party’s liability in circumstances other than gross
22 negligence or willful misconduct should be the industry standard limitation,
23 which limits the liability of the provisioning party to a credit for the actual cost
24 of the services or functions not performed or improperly performed.
25

1 Q. PLEASE COMMENT ON THE PETITIONERS' PROPOSAL.

2

3 A. First, the Petitioners' proposal makes no sense. They propose that liability be
4 7.5% of whatever has been billed as of the day on which the claim arose.³

5 Under the Petitioners' language, at the beginning of the Agreement, the
6 limitation would function (because nothing would have been billed) to limit
7 liability to \$0.00. By the end of the three-year contract term, the potential
8 liability would be massive. There is no rational basis for such a liability
9 clause. In this instance, the limit is, by description, completely unrelated to the
10 severity of the damage or to any other rational basis for limiting damages.
11 Instead, the Petitioners propose an arbitrary approach that would limit damages
12 based on the happenstance at the point during the contract at which the event in
13 question occurs.

14

15 Further, the language proposed by the Petitioners would provide incentive to
16 the Joint Petitioners to inappropriately delay the filing of a claim or
17 inappropriately argue that the "day the claim arose" was at the end of the
18 Agreement. Based on the amount of billing between the parties, the day the
19 Joint Petitioners assert "the claim arose" could result in only a few dollars or
20 result in several million dollars. The Joint Petitioners' proposal serves only to
21 encourage CLECs to game the claims and litigation process to increase
22 BellSouth's potential liability.

³ Originally, the Joint Petitioners proposed that liability be capped at 7.5% of whatever has been billed in total since the beginning of the Agreement. The Joint Petitioners' current proposal, however, does nothing to cure the absurdity of the Joint Petitioners' position.

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While the Joint Petitioners seek to convince this Commission that such a provision is reasonable because, they claim, such provisions are common in commercial agreements, what the Joint Petitioners fail to acknowledge or to bring to this Commission's attention is that Interconnection Agreements are not commercial agreements. The services that BellSouth is required to provide are mandated by law, the rates that BellSouth is permitted to charge are set by this Commission, and the terms and conditions under which these services are provisioned are dictated, in many instances, as a result of arbitration decisions. These are not commercial agreements but are instead interconnection agreements mandated under Sections 251 and 252 of the 1996 Act.

BellSouth is asking no more than the industry standard limitation and for the incorporation of limitation of liability language that is consistent if not identical to the language that the Joint Petitioners use with their own customers. For the foregoing reasons, BellSouth requests the Commission adopt BellSouth's proposed language containing industry standard limitations on liability and reject the Petitioners' proposed language.

Q. DO YOU HAVE ANY GENERAL COMMENTS ABOUT ITEMS 4-7 (ISSUES G-4 THROUGH G-7)?

A. Yes. It is important to note in addressing Items 4 through 7 that these issues are all integrally related and should be considered together. It is BellSouth's belief that, by attempting to increase BellSouth's exposure to liability through

1 decreased limitations of liability and expanding BellSouth's indemnification
2 obligations to essentially cover all failures by BellSouth to perform exactly as
3 the contract requires, Petitioners are attempting to have BellSouth incur the
4 Petitioners' cost of doing business and have BellSouth bear the risk of the
5 business decisions that Petitioners choose to make.

6
7 When viewed in a vacuum, some of Petitioners' positions may seem to be
8 reasonable; even more so when viewed in the context of a truly commercially
9 negotiated agreement free from regulation, where prices can be increased to
10 account for increased liability exposure. However, such is not the case here.
11 BellSouth is bound by the cost-based pricing standards of the 1996 Act and
12 cannot change such prices at will to cover the additional costs that would be
13 incurred should the Petitioners' language be adopted. In a legally mandated
14 context, where prices are set based on TELRIC principles, and when taken
15 together and viewed in the context of the Petitioners' end users being able to
16 recover damages from BellSouth even when BellSouth has no relationship
17 with the Petitioners' end users, it is clear that all the Petitioners' seek to do is
18 put themselves at a competitive advantage over BellSouth and all other carriers
19 by having BellSouth assume the risk of their business decisions.

20
21 Added to the Petitioners' desire to have all disputes handled by a court of law
22 and the Petitioners' inclusion of several extremely broad provisions that no
23 carrier could ever comply with in every case for the life of the contract (e.g.,
24 Item 12), it is clear the Petitioners have no intention of competing with
25 BellSouth or any other carrier on a level playing field. There is no obligation

1 under the 1996 Act for BellSouth to subsidize the Petitioners' business plan,
2 which would be the effect of the Petitioners' proposed language on these
3 issues.

4
5 ***Item 5; Issue G-5: If the CLEC does not have in its contracts with end users and/or***
6 ***tariffs standard industry limitations of liability, who should bear the resulting risks?***
7 ***(Agreement GT&C Section 10.4.2)***

8

9 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

10

11 A. BellSouth believes that if a CLEC elects not to limit its liability to its end
12 users/customers in accordance with industry norms, the CLEC should bear the
13 risk of loss arising from that business decision. Further, if a CLEC wants to
14 make a product more attractive by offering a service guaranty, there is nothing
15 to stop the CLEC from doing so. It is not appropriate, however, to offer a
16 product under terms that differentiate it from other providers' products and
17 expect BellSouth to pay when BellSouth does not meet the service date the
18 CLEC promised in its service guaranty.

19

20 Q. PLEASE PROVIDE AN EXAMPLE OF WHAT THE PETITIONERS ARE
21 REQUESTING.

22

23 A. The Petitioners appear to be giving to their end users on the one hand, and
24 taking from BellSouth on the other. For example, under the Petitioners'
25 language, a CLEC could offer its end user \$1,000.00 per loop if the CLEC

1 does not deliver the loop within the interval promised. If, for whatever reason,
2 BellSouth were unable to deliver a loop within the stated interval, the CLEC
3 would then pass on to BellSouth the CLEC's self-created liability to its
4 customers. This approach is not only obviously unfair; it violates the spirit of
5 the 1996 Act. BellSouth is required to provide service to the CLEC at parity to
6 what it provides to its retail customers. Under the Petitioners' approach, the
7 CLEC could promise its customer perfection to make the service more
8 attractive, then hold BellSouth financially accountable if the wholesale input
9 provided by BellSouth falls short of the perfect performance needed to meet
10 the CLEC's guaranty to its customer.

11

12 ***Item 6; Issue G-6: How should indirect, incidental or consequential damages be***
13 ***defined for purposes of the Agreement? (Agreement GT&C Section 10.4.4)***

14

15 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

16

17 A. Indirect, incidental or consequential damages should be defined according to
18 the pertinent state law. Although I am not an attorney, it is generally known
19 that, in every state, there is a body of law that has developed as the courts have
20 defined the parameters of what constitutes "indirect, incidental or
21 consequential damages." This definition should control, not some different
22 definition created by the Petitioners.

23

1 In contrast, the Petitioners have agreed that the contract should provide that
2 there will be no liability for incidental, indirect or consequential damages, but
3 they also attempt to define these terms in a way that contradicts that
4 agreement. In other words, both parties agree that there should be no liability
5 for these particular types of damages. The Petitioners, however, have
6 proposed to write into the contract a lengthy and confusing set of
7 circumstances under which liability would attach, even if the damages for
8 which there would be liability are “indirect, incidental or consequential.”
9 Again, the result is that the agreed upon limitation of liability would be
10 eviscerated.

11
12 If the parties agree that, for example, consequential damages should not be
13 recoverable, then this agreement can really only be given full effect if all
14 damages of this sort are excluded. However, it makes no sense to agree that
15 there should be no liability for damages of a particular type, and then qualify
16 that agreement to such an extent that it effectively ceases to exist. This,
17 however, is exactly what the Petitioners are attempting to do.

18
19 Q. ARE YOU OPPOSED TO THE PETITIONERS’ APPROACH FOR ANY
20 OTHER REASON?

21
22 A. Yes, BellSouth is also opposed to the “qualifying” language proposed by the
23 Petitioners because it is extremely vague and would be extremely difficult to

1 implement. The Petitioners have proposed to add a single clause of more than
2 100 words to this section of the Agreement that is so convoluted that it is
3 virtually indecipherable. The result of this addition would be to create
4 considerable confusion as to when the limitation of liability that the parties
5 have otherwise already agreed upon would, or would not, apply.

6

7 ***Item 7; Issue G-7: What should the indemnification obligations of the parties be***
8 ***under this Agreement? (Agreement GT&C Section 10.5)***

9

10 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

11

12 A. The Party providing services hereunder, its Affiliates and its parent company,
13 shall be indemnified, except to the extent caused by the providing Party's gross
14 negligence or willful misconduct, defended and held harmless by the Party
15 receiving services hereunder against any claim, loss or damage arising from
16 the receiving Party's use of the services provided under this Agreement
17 pertaining to (1) claims for libel, slander or invasion of privacy arising from
18 the content of the receiving Party's own communications, or (2) any claim,
19 loss or damage claimed by the End User of the Party receiving services arising
20 from such company's use or reliance on the providing Party's services, actions,
21 duties, or obligations arising out of this Agreement.

22

23 Q. PLEASE FURTHER EXPLAIN BELLSOUTH'S POSITION

24

25 A. Although it is appropriate for the receiving party to indemnify the providing

1 party, it is not appropriate for the party providing the services to indemnify the
2 party receiving services in this instance as the Petitioners are suggesting. It is
3 important to consider that interconnection agreements mandated by Sections
4 251 and 252 of the 1996 Act are not commercial agreements. Contracts
5 achieved through Sections 251 and 252 have a long history beginning with the
6 1996 Act and continuing through individual arbitration proceedings resolved in
7 each of the states. What must be offered and the standards that apply to those
8 offerings is, in part, drawn from the language of the 1996 Act, and in part, the
9 result of eight years of decisions by the FCC and various state commissions.
10 As noted under Issue G-4, the services included in a Section 251 agreement are
11 provided on the basis of TELRIC pricing and TELRIC pricing does not include
12 **the cost of open-ended indemnification** of the party receiving services. If one
13 **of the costs of providing** UNEs and interconnection is damage payments that
14 **the Petitioners seek through** their language, then those damages should also be
15 **recovered through the cost** of UNEs and interconnection. However, this is not
16 **the case.**

17
18 Further, although BellSouth is not dictating a course of action for the
19 Petitioners, simply stated, if the Petitioners would limit their liability to their
20 end users through their tariffs or contracts as telecommunications carriers,
21 including the Petitioners, typically do, there would be no issue here to resolve.

22
23 ***Item 8; Issue G-8: What language should be included in the Agreement regarding a***
24 ***Party's use of the other Party's name, service marks, logo and trademarks?***
25 ***(Agreement GT&C Section 11.1)***

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Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. BellSouth's position is that the CLECs' use of BellSouth's name should be limited to (1) factual references that are necessary to respond to direct inquiries from customers or potential customers regarding the source of the underlying services or the identity of repair technicians; and (2) truthful and factual comparative advertising that does not imply any agency relationship, partnership, endorsement, sponsorship or affiliation with BellSouth and that uses the name solely in plain-type, non-logo format. CLECs should not otherwise be entitled to use BellSouth's name, service mark, logo or trademark.

Q. WHY ARE YOU OPPOSED TO THE APPROACH PROPOSED BY THE PETITIONERS?

A. The Petitioners propose to add to the Agreement a provision saying, in effect, that trademark law, whatever it may be, would apply. While in concept this appears reasonable, BellSouth believes that this general citation to law would be insufficient in this particular instance. Based on past, real world experience, BellSouth believes that the Agreement should specifically spell out the limited circumstances under which the CLECs may use BellSouth's name.

Over the last several years, this area is one that has proven to be fraught with disagreement between BellSouth and CLECs as to what sort of comparative

1 advertising, and the specific use of BellSouth's name in that advertising,
2 should be allowed. Although BellSouth does not object to its name being used
3 in plain-type, non-logo format for the purposes of truthful, comparative
4 advertising, its experience has been that some CLECs use BellSouth's name in
5 their advertising in a way that does not meet this standard, that is, in a way that
6 is not entirely truthful. The CLECs in these instances have, as one might
7 suspect, asserted that their use of BellSouth's name is appropriate. The result
8 is that there is a dispute that must be resolved, or in some cases, litigated.
9 Given BellSouth's experience in this area, it only makes sense to utilize this
10 experience to try to pro-actively avoid as many disputes as possible.
11 Therefore, throughout negotiations, BellSouth has tried to reach an agreement
12 with the Petitioners as to the parameters of acceptable comparative advertising.
13 The Petitioners ultimately, have declined to accept these parameters, and want
14 to revert back to the general language that trademark law applies, whatever it
15 is. Again, BellSouth believes that, to avoid subsequent disputes (over
16 interpretation of the law, or otherwise) it is important that the Agreement
17 specifically spell out the circumstances under which the Petitioners may use
18 BellSouth's name.

19

20 ***Item 9; Issue G-9: Under what circumstances should a party be allowed to take a***
21 ***dispute concerning the interconnection agreement to a Court of law for resolution***
22 ***first? (Agreement GT&C Section 13.1)***

23

24 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

25

1 A. BellSouth's position is that the Commission or the FCC should resolve
2 disputes as to the interpretation of the Agreement or as to the proper
3 implementation of the Agreement. However, BellSouth has, in an effort to
4 accommodate the Petitioners' desire to broaden the venues available to them,
5 proposed language that would enable the Joint Petitioners to petition another
6 dispute resolution venue for matters that lie outside the jurisdiction or expertise
7 of the Commission or the FCC.

8

9 Q. WHAT IS THE RATIONALE FOR BELLSOUTH'S POSITION?

10

11 A. Interconnection agreements achieved through either voluntary negotiations or
12 through compulsory arbitration are bound by Section 252 of the Act.
13 Specifically, Section 252(e)(1) requires that any interconnection agreement
14 adopted by negotiation or arbitration be submitted to the state commission for
15 approval. As such, having approved an agreement, the state commission
16 should also resolve any dispute regarding the agreement. The FCC, having
17 regulatory oversight over ILECs and CLECs and their obligations under the
18 Act, may also act in its regulatory capacity to resolve disputes resulting from
19 interconnection agreements. It is the state commissions and the FCC that have
20 the expertise in these matters. In contrast, other courts generally lack the
21 technical expertise or background necessary to be the initial venue for a
22 dispute resolution. Additionally, often the terms and conditions that are
23 included in an interconnection agreement result from an arbitration decision or
24 the language is crafted from a rule or order written by the FCC or this
25 Commission. Clearly, the regulatory bodies that dictate how the services are to

1 be provisioned pursuant to an interconnection agreement are best suited to
2 interpret and enforce those provisions. Should the issue eventually go to a
3 court of law, the Parties, the state commission and/or FCC would be able to
4 supply a full record of the dispute to the court to use during its deliberations.

5

6 BellSouth is not excluding courts of law “from the available list of venues
7 available to address disputes under this agreement” as Petitioners’ state.
8 BellSouth’s position is that courts of law should not be the first step in
9 resolving a dispute arising out of these regulatory obligations when the state
10 commission or the FCC possess the expertise to decide the matter. In fact,
11 BellSouth’s position is that, for those matters which lie outside the jurisdiction
12 or expertise of the Commission or the FCC, the parties would be entitled to
13 seek resolution of the dispute through another venue, such as a court of law.

14

15 Q. HAS THE COMMISSION PREVIOUSLY RULED THAT IT HAS THE
16 AUTHORITY TO RESOLVE DISPUTES UNDER AN
17 INTERCONNECTION AGREEMENT APPROVED BY THE
18 COMMISSION?

19

20 A. Yes. In a previous arbitration proceeding between BellSouth and AT&T
21 (Docket No. 000731-TP), the Commission addressed its role in resolving
22 agreement disputes in the Final Order on Arbitration, issued on June 28, 2001,
23 Order No. PSC-01-1402-FOF-TP. Specifically, as to whether a third party
24 commercial arbitrator should be used to resolve disputes under the
25 interconnection agreement, the Commission ruled that “[b]ased on the

1 evidence presented, we find that third party arbitration is neither speedy nor
2 inexpensive. Moreover, nothing in the law gives us explicit authority to
3 require third party arbitration. Consequently, we find that this Commission
4 shall resolve disputes under the Interconnection Agreement.” [Page 105].

5

6 *Item 12; Issue G-12: Should the Agreement explicitly state that all existing state*
7 *and federal laws, rules, regulations, and decisions apply unless otherwise*
8 *specifically agreed to by the Parties? (Agreement GT&C Section 32.2)*

9

10 Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

11

12 A. No, such an explicit statement in the Agreement is not necessary. Although
13 the Petitioners’ position appears reasonable on its face, it is important to
14 understand how this issue has arisen, as well as the subtext of the Petitioners’
15 proposal.

16

17 Q. PLEASE FURTHER EXPLAIN BELLSOUTH’S POSITION.

18

19 A. It appears that the Petitioners’ purpose with this issue is to insure that they get
20 at least two opportunities to negotiate and/or arbitrate the terms of the contract.
21 Once the initial terms of an agreement are settled and the parties sign the
22 Agreement, the Agreement should control on all negotiated items. In an
23 attempt to resolve this issue, BellSouth has offered to include the following
24 language in the General Terms and Conditions of the parties’ Agreement:

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This Agreement is intended to memorialize the Parties' mutual agreement with respect to their obligations under the Act and applicable FCC and Commission rules and orders. To the extent that either Party asserts that an obligation, right or other requirement not expressly memorialized in the agreement is applicable to the Parties by virtue of a reference to an FCC or Commission rule or order or Applicable Law in the Agreement, and such obligation, right or other requirement is disputed by the other Party, the Party asserting that such obligation, right or other requirement is applicable shall petition the Commission for resolution of the dispute and the Parties agree that any finding by the Commission that such obligation, right or other requirement exists shall be applied prospectively by the Parties upon amendment of the Agreement to include such obligation, right or other requirement and any necessary rates, terms and conditions. The Party that failed to perform such obligation, right or other requirement shall be held harmless from any liability for such failure until the obligation, right or other requirement is expressly included in this Agreement by amendment hereto.

The Joint Petitioners' proposed language provides them with the ability to search an order after finalizing the agreement to find language different from that in the agreement, and to use that difference to reopen negotiations or to assert a complaint even if the language that is in the agreement reflects the parties' attempt to implement the requirements of the order. In this manner, nothing is truly settled and the initial contract language is meaningless. The Petitioners should not be able to use this issue to get "two bites at the apple."

Q. PLEASE PROVIDE SUPPORT FOR BELLSOUTH'S POSITION.

1 A. There are sometimes instances in which, for example, there is a question of
2 how to implement an FCC rule, and especially in light of language that appears
3 in the order that first sets forth the rule. In this instance, the parties would
4 normally review the ordering paragraphs and enter into discussions in an
5 attempt to clarify the meaning of the rule and subsequently develop contract
6 language. Although the Petitioners spent approximately 18 months fully
7 negotiating every aspect of this Agreement, they still want additional language
8 in the General Terms as a “catch-all” for anything they did not negotiate
9 specifically.

10

11 There are countless examples of language in the Agreement where the parties
12 have disagreed on the meaning of a rule and, in an effort to negotiate mutually
13 agreeable, contractually binding provisions, the parties have looked to the
14 order for clarification. In some instances, the parties have reached agreement
15 and have drafted mutually agreeable contract provisions. In other cases, the
16 parties were unable to agree and are now arbitrating the issue. Examples of
17 those two scenarios where the Parties are either agreeing to language different
18 from the rule or arbitrating the meaning of the rule based on the *TRO*, include
19 language relating to the definition of interoffice transport, line conditioning,
20 co-carrier cross connects, dedicated transport as it relates to reverse
21 collocation, fiber to the home, and conversions from unbundled network
22 elements to wholesale services.

23

24 What the Petitioners seek to do is create a third category, contract language
25 that has been agreed to and that set forth the respective obligations of the

1 parties and yet may later be challenged by a Petitioner as not truly reflecting
2 what the Parties had agreed to. In that manner, as explained above, the
3 Petitioners would always get “two bites at the apple” - the first bite during
4 contract negotiations and arbitration of those provisions where agreement was
5 not reached and the second bite at some later, unspecified time, when they
6 would seek out some aspect of an order and, based on their interpretation at
7 that point in time, they would allege that BellSouth had violated its obligations
8 under the Agreement. This would put BellSouth in the intolerable position of
9 not knowing exactly what its contractual obligations are until the Petitioners
10 alleged they had violated them. The main purpose of negotiation and
11 arbitration is to resolve such issues at the initiation of the contract so that the
12 parties can live up to its terms for the life of the contract.

13
14 In contrast to the Joint Petitioners’ language, BellSouth’s proposed language
15 acknowledges an underlying obligation to provide services in accordance with
16 applicable rules, regulations, etc. and that the parties have negotiated what
17 those obligations are. However, in the unlikely event that an issue arises in the
18 future wherein a party asserts that there is an obligation that has not been
19 included in the agreement based on the law at the time the agreement was
20 entered into, and the parties had not otherwise negotiated their obligations with
21 respect thereto, then the parties will attempt to resolve that issue by amending
22 the agreement to include such obligation. In the event that the parties cannot
23 agree on what the obligation is, or if there even is an obligation, then the
24 commission should resolve that dispute. In the event that an obligation exists
25 that was not previously included in the interconnection agreement, the parties

1 should then amend the agreement *prospectively* to include such an obligation.
2 To require either party to comply with an obligation that was not known, due
3 to differing interpretations of the order, for example, would be inappropriate.
4 BellSouth is not attempting to avoid its obligations under the law; it is simply
5 trying to ensure that it knows what those obligations are so that it can comply
6 with them.

7

8 *Item 23; Issue 2-5: What rates, terms and conditions should govern the CLECs'*
9 *transition of existing network elements that BellSouth is no longer obligated to*
10 *provide as UNEs to other services? (Attachment 2, Section 1.5)*

11

12 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

13

14 A. If the Joint Petitioners fail to transition Mass Market Switching, Enterprise
15 Market Loops or Dedicated Transport or high-capacity transport (as those
16 terms are defined in Item 111) (collectively referred to as the "Eliminated
17 Elements") prior to the expiration of the Transition Period (as defined in the
18 *Interim Rules Order*) and the Joint Petitioners have not entered into a separate
19 commercial agreement providing otherwise, BellSouth's position is as follows:

20 **Eliminated Elements including Mass Market Switching Functions**
21 **("Switching Eliminated Elements")**

22 If the Joint Petitioners submit an order to transition Switching Eliminated
23 Elements to a comparable resale service within 30 days of the expiration of the
24 Transition Period, the applicable nonrecurring and recurring charges set forth

1 in BellSouth's tariff, subject to the appropriate resale discounts, would apply
2 for such a transition. If instead, the Joint Petitioners choose to disconnect the
3 Switching Eliminated Element within this same time period, the applicable
4 disconnect charge from the parties Agreement for the eliminated element for
5 the end user in question would apply.

6 If the Joint Petitioners fail to submit an order to either transition or disconnect
7 a Switching Eliminated Element within 30 days of the expiration of the
8 Transition Period, BellSouth will transition the elements to a comparable resale
9 service on behalf of the Joint Petitioners. In this situation, the Joint Petitioners
10 will be charged the applicable nonrecurring and recurring charges set forth in
11 BellSouth's tariff, subject to the appropriate resale discounts. In addition, the
12 Joint Petitioners would be charged BellSouth's labor costs in identifying and
13 processing the transition of the Switching Eliminated Elements to resale.

14 In the unlikely event that a comparable resale service is not available,
15 BellSouth may disconnect the Switching Eliminated Elements and charge the
16 applicable disconnect charge. BellSouth, however, is currently not aware of
17 any existing Switching Eliminated Element that does not have a comparable
18 resale service.

19 In all cases, until Switching Eliminated Elements have been transitioned or
20 disconnected, the applicable recurring and nonrecurring rates for Switching
21 Eliminated Elements shall apply as set forth in the Agreement.

22 **Eliminated Elements Other than Switching Eliminated Elements**
23 **("Other Eliminated Elements")**

1 If the Joint Petitioners submit an order to transition Other Eliminated Elements
2 to a comparable service within 30 days of the expiration of the Transition
3 Period, the applicable nonrecurring and recurring charges set forth in
4 BellSouth's FCC No. 1 Tariff would apply. If instead, the Joint Petitioners
5 choose to disconnect the Other Eliminated Elements within this same time
6 period, the applicable disconnect charge from the parties' Agreement for the
7 eliminated element for the end user in question would apply. Until such time
8 as the Other Eliminated Elements are transitioned or disconnected, the rates,
9 terms, and conditions set forth in the Agreement for the transitioned elements
10 during the Transition Period will apply.

11

12 If the Joint Petitioners fail to submit an order to either transition or disconnect
13 an Other Eliminated Element within 30 days of the expiration of the Transition
14 Period, BellSouth may transition the elements to a comparable service on
15 behalf of the Joint Petitioners. In this situation, the Joint Petitioners would be
16 charged the applicable nonrecurring and recurring charges set forth in
17 BellSouth's FCC No. 1 Tariff in addition to BellSouth's labor costs in
18 identifying and processing the transition of the Other Eliminated Elements to a
19 comparable service. The rates, terms and conditions for the comparable
20 service will apply as of the date following the expiration of the Transition
21 Period.

22 In the unlikely event a comparable service is not available, BellSouth may
23 disconnect the Other Eliminated Element and charge the applicable disconnect
24 charge. BellSouth, however, is currently not aware of any existing Other
25 Eliminated Element that does not have a comparable service.

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Vacatur of Interim Rules Order

In the event a court of competent jurisdiction modifies or vacates the *Interim Rules Order*, the Joint Petitioners shall immediately transition Switching Eliminated Elements and Other Eliminated Elements pursuant to the above process applies from the effective date of such vacatur or modification.

Final FCC Unbundling Rules

If the Final FCC Unbundling Rules do not require the unbundling of Mass Market Switching, Enterprise Market Loops or High Capacity Transport, the Joint Petitioners would be required to transition such elements pursuant to the process set forth above, subject to any modifications to the transition requirements set forth in the Final FCC Unbundling Rules; provided however, that if the Final FCC Unbundling Rules modify, are in conflict with, or are otherwise different from the rates, terms and requirements set forth in the Agreement, the Final FCC Unbundling Rules shall supercede the Agreement.

To the extent that BellSouth is no longer required to provide access to any network element on an unbundled basis pursuant to Section 251 of the Act, the Joint Petitioners would be required to follow the above transition process applied as of the effective date of the order eliminating such obligation

Item 26; Issue 2-8: Should BellSouth be required to commingle UNEs or Combinations with any service, network element or other offering that it is obligated

1 *to make available pursuant to Section 271 of the Act? (Attachment 2, Section 1.7)*

2

3 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

4

5 A. Consistent with the FCC's errata to the *Triennial Review Order*, there is no
6 requirement to commingle UNEs or UNE combinations with services, network
7 elements or other offerings made available only pursuant to Section 271 of the
8 1996 Act. Unbundling and commingling are Section 251 obligations.
9 Services not required to be unbundled are not subject to Section 251. When
10 BellSouth provides an item pursuant only to Section 271, BellSouth is not
11 obligated by the requirements of Section 251 to either combine or commingle
12 that item with any other element or service. If BellSouth agrees to do so, it
13 will be done pursuant to a commercial agreement.

14

15 Q. PLEASE EXPLAIN YOUR REFERENCE TO THE FCC'S *TRIENNIAL*
16 *REVIEW ORDER* ERRATA.

17

18 A. In its original *TRO* at paragraph 584, the FCC stated: "As a final matter, we
19 require that incumbent LECs permit commingling of UNEs and UNE
20 combinations with other wholesale facilities and services, including any
21 network elements unbundled pursuant to section 271 and any services offered
22 for resale pursuant to section 251(c)(4) of the Act." However, in its errata
23 released September 17, 2003, the FCC specifically amended paragraph 584 to
24 delete any reference to section 271. The amended sentence now reads as
25 follows: "As a final matter, we require that incumbent LECs permit

1 commingling of UNEs and UNE combinations with other wholesale facilities
2 and services, including any services offered for resale pursuant to section 251
3 (c)(4) of the Act.”
4

5 In making this change, the FCC correctly noted that there are network elements
6 identified in section 271 that are no longer subject to section 251 unbundling
7 requirements. The FCC has clarified that BellSouth is only obligated to permit
8 commingling between UNEs and UNE combinations (subject to section 251)
9 and wholesale facilities and services.
10

11 Q. DID THE D.C. CIRCUIT’S DECISION, ISSUED ON MARCH 2, 2004,
12 SUPPORT BELLSOUTH’S POSITION ON THIS ISSUE?
13

14 A. Yes. In its discussion of “Section 271 Pricing and Combination Rules”, the
15 D.C. Circuit agreed with the FCC’s determination for checklist items four
16 (loops), five (transport), six (switching) and ten (call-related databases)
17 regarding TELRIC pricing and the duty to combine. First, the Court stated
18

19 ...The FCC reasonably concluded that checklist items
20 four, five, six and ten imposed unbundling requirements
21 for those elements independent of the unbundling
22 requirements imposed by §§ 251-252. ...
23

24 But the FCC also found that the BOCs’ unbundling
25 obligations under the independent checklist items
26 differed in some important respects from those under §§
27 251-252. Two such differences are salient here. First,
28 the Commission determined that TELRIC pricing was
29 not appropriate in the absence of impairment; for
30 elements for which unbundling was required only under
31 § 271, the ruling criterion is the §§ 201-02 standard that

1 rates must not be unjust, unreasonable, or unreasonably
2 discriminatory. Order ¶¶ 656-64. Second, the
3 Commission decided that, in contrast to ILEC
4 obligations under § 251, the independent § 271
5 unbundling obligations didn't include a duty to combine
6 network elements.

7 *USTA*. 359 F.3d at 588-589.

8

9 Further, the D.C. Circuit stated: “We agree with the Commission that none of
10 the requirements of § 251(c)(3) applies to items four, five, six and ten on the §
11 271 competitive checklist. Of course, the independent unbundling under § 271
12 is presumably governed by the *general* nondiscrimination requirements of §
13 202.” *Id.* at 589. Therefore, it is clear that both the FCC and D.C. Circuit
14 have determined that there is no requirement to commingle UNEs or UNE
15 combinations with services, network elements or other offerings made
16 available only pursuant to Section 271 of the 1996 Act.

17

18 ***Item 27; Issue 2-9: When multiplexing equipment is attached to a commingled***
19 ***circuit, should the multiplexing equipment be billed under the jurisdictional***
20 ***authorization (Agreement or tariff) of the lower or higher bandwidth service?***
21 ***(Attachment 2, Section 1.8.3)***

22

23 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

24

25 A. When multiplexing equipment is attached to a commingled circuit, the
26 multiplexing equipment should be billed from the same jurisdictional
27 authorization (Agreement or tariff) as the higher bandwidth service. Further,

1 the Central Office Channel Interface (COCI), necessary for the lower level
2 service, will be billed from the same jurisdictional authorization (tariff or
3 Agreement) as the lower bandwidth service.

4
5 Multiplexing (e.g., 3/1) is required to aggregate lower-level bandwidth circuits
6 (DS1s) upon a higher-level bandwidth circuit (DS3) or voice grade/digital
7 service upon a DS1. Multiplexing is an option of the higher-level bandwidth
8 circuit and is ordered with it. It is necessary in order to channelize the DS3 for
9 use with lower-level circuits, which is at parity with how retail services are
10 provisioned. Further, each lower-level bandwidth circuit requires a COCI in
11 order to interface with the multiplexer. Therefore, the COCI is ordered with
12 the lower-level bandwidth circuit, which is also at parity with how retail
13 services are provisioned. Thus, the COCI is an option associated with the
14 lower-level bandwidth.

15
16 ***Item 50; Issue 2-32: How should the term “customer,” as used in the FCC’s EEL***
17 ***eligibility criteria rule, be defined? (Attachment 2, Section 5.2.5.2.1-7)***

18
19 Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

20
21 A. Because BellSouth is not obligated to provide new high-capacity EELs after
22 the Interim Period and must maintain existing high-capacity EELs during the
23 Transition Period (as set forth in Items 111 and 112), this issue is only relevant
24 during this twelve-month time period, and the Commission should find as

1 follows:⁴

2 The term “customer” as used in the FCC’s EEL eligibility criteria should be
3 defined as the end user of an EEL. The high capacity EEL eligibility criteria
4 apply only to End User circuits since a loop is a component of the EEL and the
5 FCC definition of a loop requires that it terminate to an “end-user” customer
6 premises.

7

8 Q. WHAT IS BELLSOUTH’S RATIONALE FOR ITS POSITION?

9

10 A. Again, an EEL is a loop-transport combination as specified in paragraph 575 of
11 the *TRO*. Defining a loop, the FCC stated, “Specifically, the local loop
12 network element is a transmission facility between a distribution frame (or its
13 equivalent) in an incumbent LEC central office and the loop demarcation point
14 at an *end-user* customer premises.” *TRO* at n. 620 (emphasis added). An EEL,
15 therefore, must terminate to an end user’s customer premises.

16

17 BellSouth understands that the Joint Petitioners’ concern with this issue is that
18 they believe BellSouth’s definition would prohibit an ISP customer from being
19 considered an end user. While ISP providers are not end users, as that term is
20 typically used in the industry, BellSouth has agreed to include language
21 specifically stating that the Joint Petitioners may use loops, and therefore EELs
22 to serve ISP customers. Additionally, BellSouth has proposed language to

⁴ To the extent the Final FCC Unbundling Rules require BellSouth to continue to provide DS1 or DS3 loops or transport and to the extent the Final FCC Unbundling Rules do not change the EELs eligibility criteria, this issue would be relevant for the time period following the Final Unbundling Rules.

1 clarify that the EEL eligibility criteria apply to the use of EELs for both
2 wholesale and retail purposes. With the concessions that BellSouth has made
3 to the Joint Petitioners on this language, BellSouth is unsure why the Joint
4 Petitioners are unwilling to resolve it.

5

6 *Item 51; Issue 2-33: (B) Should there be a notice requirement for BellSouth to*
7 *conduct an audit and what should the notice include? (C) Who should conduct the*
8 *audit and how should the audit be performed? (Attachment 2, Sections 5.2.6,*
9 *5.2.6.1, 5.2.6.2, 5.2.6.2.1 & 5.2.6.2.3)*

10

11 Q. WHAT IS BELLSOUTH'S POSITION ON ITEM 51B?

12

13 A. Because BellSouth is not obligated to provide new high-capacity EELs after
14 the Interim Period and must maintain existing high-capacity EELs during the
15 Transition Period (as set forth in Issues 111 and 112), this issue is only
16 relevant during this twelve-month time period, and the Commission should
17 find as follows:⁵ BellSouth will provide notice to CLECs stating the cause
18 upon which BellSouth rests its allegations of noncompliance with the service
19 eligibility criteria at least 30 calendar days prior to the date of the audit.

20

21 Q. WHAT IS BELLSOUTH'S POSITION ON ISSUE 51C?

22

⁵ To the extent the Final FCC Unbundling Rules require BellSouth to continue to provide DS1 or DS3 loops or transport and to the extent the Final FCC Unbundling Rules do not change the EELs eligibility criteria, this issue would be relevant for the time period following the Final Unbundling Rules.

1 A. The audit shall be conducted by an independent auditor and the auditor must
2 perform its evaluation in accordance with the standards established by the
3 American Institute for Certified Public Accountants (AICPA). The auditor
4 will perform an “examination engagement” and issue an opinion regarding the
5 CLEC’s compliance with the qualifying service eligibility criteria. The
6 independent auditor’s report will conclude whether the CLEC has complied in
7 all material respects with the applicable service eligibility criteria. Consistent
8 with standard auditing practices, such audits require compliance testing
9 designed by the independent auditor, which typically include an examination
10 of a sample selected in accordance with the independent auditor’s judgment.

11
12 BellSouth will select the auditor. As paragraph 627 of the *TRO* states, “In
13 particular, we conclude that incumbent LECs may obtain and pay for an
14 independent auditor to audit, on an annual basis, compliance with the
15 qualifying service eligibility criteria.” (emphasis added). Paragraph 627 goes
16 on to describe the situation in which the CLEC would be responsible for the
17 cost of the audit.

18
19 Q. THE PETITIONERS’ PROPOSED LANGUAGE ATTEMPTS TO ADD
20 ADDITIONAL REQUIREMENTS. PLEASE RESPOND.

21
22 A. The Petitioners language attempts to add four requirements: 1) a third-party,
23 mutually agreed-upon auditor; 2) a mutually agreeable location and timeframe;
24 3) “other requirements” for establishing the independence of the auditor; and,
25 4) a redefinition of “materiality.” None of these supposed requirements appear

1 in the *TRO*.

2

3 Q. PLEASE ADDRESS EACH OF THE PETITIONERS' ADDITIONAL
4 REQUIREMENTS.

5

6 A. First, I address the Petitioners' request for a "third-party, mutually agreed-upon
7 auditor." Next, because they are interrelated, I address as a group the "other
8 requirements" for establishing the independence of the auditor. At Section
9 5.2.6.2, the Petitioners' proposed language advocates a third-party, mutually
10 agreed upon auditor. This is a pointless step designed only as a delaying tactic.
11 Because the *TRO* requires, and the parties agree, that the audit should be
12 conducted according to AICPA standards, neither the specific auditor nor the
13 independence of the auditor should be a factor. AICPA standards govern each
14 of these areas. No other requirements are needed. If a CLEC is abusing the
15 service eligibility requirements, these objections provide a simple path to delay
16 the audit indefinitely.

17

18 Second, the Petitioners also call for a mutually agreeable location and
19 timeframe. Again, these provide convenient "outs" for the CLEC to delay an
20 audit, and BellSouth should not be required to expend the resources to force an
21 audit to which it has an unqualified annual right. In addition, the AICPA
22 standards provide widely agreed upon and used procedures for conducting
23 audits. Further specifications here are pointless.

24 Finally, the Miriam-Webster Online Dictionary

25 (<http://www.miriamwebster.com/cgi-bin/dictionary>) defines "comply" as, "to

1 conform or adapt one's actions to another's wishes, to a rule, or to necessity”
2 and “material” as, “having real importance or great consequences.” So, read
3 another way, the FCC said the auditor “will conclude whether the competitive
4 LEC [has conformed to the rule] in all [important] respects ...” *TRO* at ¶ 626.
5 The CLEC will have either conformed to the rules in all the important respects
6 or it will not. The Petitioners’ proposal would rewrite the FCC’s statement in
7 a way that simply doesn’t make sense. It would state that if some non-
8 compliance is found, the auditor “will conclude [the extent to which] the
9 competitive LEC [has conformed to the rule] in all [important] respects ...” *Id.*

10

11 *Item 63; Issue 3-4: Under what terms should CLEC be obligated to reimburse*
12 *BellSouth for amounts BellSouth pays to third party carriers that terminate*
13 *BellSouth transited/CLEC originated traffic? (Attachment 3, Sections 10.10.6 –*
14 *KMC; 10.8.6 – NSC & NVX; 10.13.5 – XSP)*

15

16 Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

17

18 A. Both BellSouth and the Petitioners appear to agree that the CLECs should
19 reimburse BellSouth for third party charges when such charges are covered by
20 the agreement between BellSouth and the terminating carrier. However,
21 BellSouth’s position is that the originating carriers (the Joint Petitioners in this
22 case) are responsible for the payment of intercarrier compensation to the
23 terminating carriers, and the originator of the traffic rather than the transit
24 provider must ensure that the terminating carrier is appropriately compensated.
25 There may be instances where BellSouth’s interconnection agreement with the

1 terminating carrier does not specifically address Transit Traffic, but in the
2 absence of an agreement between the originating carrier and the terminating
3 carrier, the terminating carrier will look to BellSouth for payment. In the event
4 that a terminating third party carrier imposes on BellSouth any charges or costs
5 for the delivery of Transit Traffic originated by a CLEC, the CLEC should
6 reimburse BellSouth for all charges paid by BellSouth.

7

8 Q. PLEASE PROVIDE THE RATIONALE FOR BELLSOUTH'S POSITION.

9

10 A. In instances where a CLEC originates a call and BellSouth, as the transit
11 provider, delivers that call to an Independent Company ("ICO"), certain ICOs
12 charge BellSouth terminating access even though BellSouth is not the toll
13 provider for the originating CLEC's end user and is not receiving toll revenue
14 from that end user. ICOs have agreements with BellSouth for jointly provided
15 services, which were executed prior to the 1996 Act and, thus, do not address
16 transit traffic from and to CLECs because none existed at that time. BellSouth
17 has attempted to renegotiate these agreements and, in some cases, BellSouth
18 has requested that the ICOs cease billing BellSouth for such traffic because
19 "transit traffic" is not covered by the agreement between the ICO and
20 BellSouth. Consequently, BellSouth must ensure that its new contracts
21 protect it against being drawn into the middle of a dispute between the ICOs
22 and any carrier sending traffic to the ICOs' end users over BellSouth's
23 network. Such protection ensures that BellSouth will not be financially
24 penalized for its good business practice of delivering – not blocking – transit
25 traffic.

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It is the responsibility of each carrier, pursuant to Section 251(a) of the Act, to interconnect directly or indirectly with all other carriers. The CLECs certainly may opt to interconnect with the ICOs indirectly if an intermediary carrier, such as BellSouth, is willing to provide transiting functions. However, it is still the obligation of the originating carrier to make arrangements with the terminating carrier with respect to delivery of and compensation for such transit traffic. BellSouth is unwilling to provide a transit function if the financial obligation to compensate rests with BellSouth and not the originating carrier, which in this case would be the Joint Petitioners. Such an outcome is not required by the 1996 Act, and is clearly contrary to reasonable business practices. Furthermore, although it has been suggested that BellSouth should simply refuse to pay ICOs for such traffic, this solution is not practical given the longstanding agreements between the ICOs and BellSouth. The Petitioners have also suggested that BellSouth should refuse to pay the ICOs in the instance where the originating carriers have not entered into agreements or compensation arrangements with the ICOs for terminating such traffic. The Petitioners make this suggestion without indicating that they will agree to enter into compensation arrangements with the ICOs, thus, the Petitioners' suggested course of action would leave the terminating carriers, i.e., the ICOs, with no way to recover the costs associated with terminating the Petitioners' traffic.

Q. PLEASE EXPLAIN WHY BELLSOUTH IS NOT REQUIRED TO ACT AS A TRANSIT SERVICES PROVIDER FOR CLECS OR ANY OTHER CARRIERS.

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A. Although BellSouth clearly has an obligation to interconnect with other carriers under section 251(c)(2) of the 1996 Act, it is BellSouth’s position that ILECs do not have a duty to provide transit services for other carriers. Indeed, in its *Virginia Opinion and Order*⁶ released July 17, 2002, the Wireline Competition Bureau of the FCC acknowledged that the FCC has never imposed a duty to provide transit services, stating as follows:

We reject AT&T’s proposal because it would require Verizon to provide transit service at TELRIC rates without limitation. While Verizon as an incumbent LEC is required to provide interconnection at forward-looking cost under the Commission’s rules implementing section 251(c)(2), the Commission has not had occasion to determine whether incumbent LECs have a duty to provide transit service under this provision of the statute, nor do we find clear Commission precedent or rules declaring such a duty. In the absence of such a precedent or rule, we decline, on delegated authority, to determine for the first time that Verizon has a section 251(c)(2) duty to provide transit service at TELRIC rates. Furthermore, any duty Verizon may have under 251(a)(1) of the Act to provide transit service would not require that service to be priced at TELRIC.

Id. at ¶ 117 (emphasis added).

⁶ See *In the Matter of Petition of WorldCom, Inc. Pursuant to Section 252(3)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Expedited Arbitration*, CC Docket No. 00-218, *In the Matter of Petition of Cox Virginia Telecom, Inc. Pursuant to Section 252(3)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc., and for Arbitration*, CC Docket No. 00-249, and *In the Matter of Petition of AT&T Communications of Virginia Inc. Pursuant to Section 252(3)(5) of the Communications Act for Preemption of the Jurisdiction of the Virginia State Corporation Commission Regarding Interconnection Disputes with Verizon Virginia Inc.* CC Docket No. 00-251 Memorandum Opinion and Order dated July 17, 2002 (*Virginia Opinion and Order*).

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Although the Wireline Competition Bureau of the FCC made a similar finding at ¶ 119 of the *Virginia Opinion and Order* regarding WorldCom, it also made an additional finding regarding Verizon’s duty to serve as a billing intermediary, stating as follows:

WorldCom’s proposal would also require Verizon to serve as a billing intermediary between WorldCom and third-party carriers with which it exchanges traffic transiting Verizon’s network. We cannot find any clear precedent or Commission rule requiring Verizon to perform such a function. Although WorldCom states that Verizon has provided such a function in the past, this alone cannot create a continuing duty for Verizon to serve as a billing intermediary for the petitioners’ transit traffic. We are not persuaded by WorldCom’s arguments that Verizon should incur the burdens of negotiating interconnection and compensation arrangements with third-party carriers. Instead, we agree with Verizon that interconnection and reciprocal compensation are the duties of all local exchange carriers, including competitive entrants.

Id. at ¶ 119.

Furthermore, the *TRO* clearly reaffirmed the fact that the FCC’s “rules have not required incumbent LECs to provide transiting.” *See TRO*, at fn 1640.

Consistent with the 1996 Act and the FCC’s *TRO* and *Virginia Opinion and Order*, BellSouth is only willing to agree to provide a transiting function where it can receive compensation for the use of its network in switching and transporting the CLEC’s traffic, and where BellSouth is not responsible for any compensation to the terminating carrier. However, where the CLEC has failed

1 to make arrangements with the terminating carrier to compensate the
2 terminating carrier for such traffic, and the terminating carrier imposes costs
3 and charges on BellSouth, BellSouth should be able to seek reimbursement
4 from the originating CLEC.

5

6 Q. DOES BELLSOUTH REVIEW AND DISPUTE THIRD PARTY BILLS IN
7 THE SAME MANNER THAT IT REVIEWS AND DISPUTES BILLS FOR
8 ITS OWN TRAFFIC FROM THE SAME PARTY?

9

10 A. Yes. BellSouth reviews, disputes and pays third party invoices in a manner
11 that is at parity with its own practices for reviewing, disputing and paying such
12 invoices. If BellSouth believes the ICO has inappropriately billed BellSouth
13 for calls, BellSouth will dispute such charges and seek reimbursement from the
14 ICO. BellSouth does review, dispute and pay ICO bills for the CLECs' transit
15 traffic in the same manner as it does for its own traffic in Florida, subject to the
16 terms of the agreements between BellSouth and the ICOs. However, by
17 insisting that BellSouth be responsible for disputing bills of all ICOs for all
18 CLEC and CMRS transit traffic, the CLECs are attempting to impose on
19 BellSouth, at BellSouth's own cost and expense, the obligation to become
20 embroiled in the middle of disputes between CLECs and ICOs – disputes that
21 would never occur if the CLECs would make arrangements with terminating
22 ICOs for termination of the CLEC originated traffic, as the 1996 Act requires.

23

24 ***Item 65; Issue 3-6: Should BellSouth be allowed to charge the CLEC a Tandem***
25 ***Intermediary Charge for the transport and termination of Local Transit Traffic and***

1 *ISP-Bound Transit Traffic? (Attachment 3, Sections 10.10.1 – KMC; 10.8.1 – NSC;*
2 *10.13 - XSP)*

3
4 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

5
6 A. First, BellSouth is not required to provide a transit traffic function because it is
7 not a Section 251 obligation under the 1996 Act. Therefore, should BellSouth
8 agree to provide the transit traffic function, it should be at rates, terms and
9 conditions contained in a separately negotiated agreement. However, if
10 BellSouth agrees to include this function in its Agreement, that fact should not
11 be used to penalize BellSouth and impose rates for a service that, pursuant to a
12 separate agreement, the Commission would not even be privy to. BellSouth
13 should be able to impose upon a CLEC a Tandem Intermediary Charge for
14 local transit and ISP-bound transit traffic because BellSouth: (1) is not
15 obligated to provide the transit function to a CLEC; and (2) the CLEC has the
16 ability, and, indeed, the right pursuant to Sections 251(a) & (b) of the 1996
17 Act, to request direct interconnection to other carriers. Interestingly, many
18 CLECs use the transit function because they find it more efficient and
19 economical than direct trunking. However, they want this more efficient, more
20 economical alternative at a cheaper rate, like TELRIC, or at no rate at all.
21 Additionally, BellSouth incurs costs beyond those for which the Commission-
22 ordered TELRIC rates were designed to address, such as the costs of sending
23 records to the CLECs identifying the originating carrier, the costs of ensuring
24 that BellSouth is not being billed for a third party's transit traffic, and the costs
25 that BellSouth has incurred and continues to incur due to disputes arising from

1 the failure on the part of the CLECs to enter into traffic exchange arrangements
2 with terminating carriers. BellSouth does not currently charge the CLECs for
3 these records and does not recover those costs in any other form.

4
5 **SUPPLEMENTAL ISSUES**

6
7 Q. SHOULD THE COMMISSION DEFER RESOLUTION OF THE
8 SUPPLEMENTAL ISSUES IN THIS ARBITRATION PROCEEDING?

9
10 A. Yes. While BellSouth believes that it is appropriate to include issues relating
11 to *USTA II* and the *Interim Rules Order* in this arbitration proceeding,
12 BellSouth submits that the Commission should defer resolution of the
13 Supplemental Issues to the generic proceeding BellSouth petitioned the
14 Commission to establish on October 29, 2004 (“Generic Proceeding”). The
15 Generic Proceeding will address issues relating to the *Triennial Review Order*,
16 *USTA II*, and the *Interim Rules Order* and includes issues that are similar if not
17 identical to Supplemental Issues Nos. S1 through S-6.⁷ To avoid duplicative
18 efforts and unnecessary costs in litigating the same issues in multiple
19 proceedings, the Commission should defer these Supplemental Issues to the
20 Generic Proceeding and incorporate its findings there into this case.

21
22 In the event the Commission decides not to defer these issues to the Generic
23 Proceeding (which it should), I provide BellSouth’s position for each of the

⁷ Issue No. S-7 (Item 114) is not appropriate for arbitration because it exceeds the scope of the parties’ agreement regarding what could be raised as a Supplemental Issue.

1 Supplemental Issues below.

2

3 *Item 108,⁸ Issue S-1: How should the Final FCC Unbundling Rules be*
4 *incorporated into the Agreement?*

5

6 Q. WHAT ARE THE “FINAL FCC UNBUNDLING RULES”?

7

8 A. The Final FCC Unbundling Rules are the permanent rules that the FCC will
9 issue in response to *USTA II*'s vacatur of certain FCC unbundling rules (“Final
10 FCC Unbundling Rules” or “Final Unbundling Rules”). Specifically, in *USTA*
11 *II*, the D.C. Circuit vacated the FCC’s rules associated with the unbundling of
12 mass market local switching, high capacity dedicated transport, and high
13 capacity loops, including dark fiber. The D.C. Circuit summarized the vacated
14 FCC unbundling rules as follows:

15

16 We vacate the Commission’s subdelegation to state
17 commissions of decision-making authority over
18 impairment determinations, which in the context of this
19 Order applies to the subdelegation scheme established
20 for mass market switching and certain dedicated
21 transport elements (DS1, DS3, and dark fiber). *We also*
22 *vacate and remand the Commission’s nationwide*
23 *impairment determinations with respect to these*
24 *elements.*⁹

25

26 In the *Interim Rules Order*, the FCC set forth a comprehensive 12-month plan,
27 consisting of two phases to stabilize the market while it prepares its Final

⁸ The Issues Matrix, filed with this Commission on October 15, 2004, mistakenly included two Item 107s. Issue S-1 should be Item 108 and the item numbers for the issues that follow, S-2, S-3, etc., should follow sequentially. My testimony reflects the correct numbering of the issues.

1 Unbundling Rules. First, the FCC required ILECs to continue to provide
2 unbundled access to mass marketing switching, enterprise market loops, and
3 high capacity dedicated transport under the rates, terms and conditions set forth
4 in CLEC interconnection agreements as of June 15, 2004 until the earlier of (1)
5 the FCC issuing its Final Unbundling Rules; or (2) six months after Federal
6 Register publication of the *Interim Rules Order* (March 12, 2005) (this period
7 is defined hereafter as the “Interim Period”).¹⁰ Second, in the event the FCC
8 fails to establish its Final Unbundling Rules prior to March 12, 2005, the FCC
9 established “transitional measures” for an additional six months (“Transition
10 Period”) that would allow CLEC to serve existing customers with the vacated
11 elements but at higher rates. *Id.*

12

13 **This issue addresses how the FCC’s Final Unbundling Rules should be**
14 **incorporated into the parties’ agreement.**

15

16 Q. **WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?**

17

18 A. **The Agreement should automatically incorporate the Final FCC Unbundling**
19 **Rules immediately upon those rules becoming effective for the following**
20 **reasons.**

⁹ *USTA II*, 359 F.3d at 594 (emphasis added).

¹⁰ See *Interim Rules Order* at ¶ 1. The FCC further stated that the rates, terms, and conditions frozen as of June 15, 2004 during the Interim Period could be superseded by (1) voluntary agreements; (2) intervening FCC order; and (3) a state commission order raising the rates for network elements. See *Interim Rules Order* at ¶1.

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First, as established in the *Interim Rules Order*, the FCC clearly intended that its Final Unbundling Rules as well as the Transition Period would take effect without delay. Specifically, in paragraph 22 of the *Interim Rules Order*, the FCC stated:

In order to allow a speedy transition in the event we ultimately decline to unbundled switching, enterprise market loops, or dedicated transport, we expressly preserve incumbent LECs’ contractual prerogatives to initiate change of law proceedings to the extent consistent with their governing interconnection agreements. To that end, we do not restrict such change-of-law proceedings from presuming an ultimate Commission holding relieving incumbent LECs of section 251 obligations with respect to some or all of the elements, but under any such presumption, the result of such proceedings must reflect the transitional structure set forth below.

The FCC restated this general principal in paragraph 23 of the *Interim Rules Order*: “Thus, whatever alterations are approved or deemed approved by the relevant state commission may take effect quickly if our final rules in fact decline to require unbundling of the elements at issue, or if new unbundling rules are not in place by six months after Federal Register publication of this Order.” *Interim Rules Order* at ¶ 23.

Contrary to the Joint Petitioners’ position, there is nothing in the *Interim Rules Order* to even suggest that the FCC contemplated that its Final Unbundling Rules would be the subject of long-drawn-out negotiations and dispute resolution proceedings before being made applicable, which is exactly what the

1 Joint Petitioners request. To the contrary, the *Interim Rules Order* makes it
2 clear that the FCC intended for the speedy incorporation of its Final
3 Unbundling Rules. BellSouth's position advances this expressed intention and
4 unambiguous instruction while the Joint Petitioners' position only advances
5 unnecessary delay. The Joint Petitioners' position is not surprising given that
6 they appear to have no incentive to make their Agreement compliant with the
7 current status of the law.

8
9 Second, the failure to automatically incorporate the FCC's Final Unbundling
10 Rules into CLEC agreements results in discrimination against facilities-based
11 carriers that have already made their agreements compliant with the current
12 law. It also discriminates against those carriers that have negotiated
13 commercial agreements with BellSouth based upon the presumption that all
14 carriers will be subject to the FCC's Final Unbundling Rules without
15 unnecessary delay. Delaying the implementation of the current status of the
16 law by requiring negotiations and protracted dispute resolution only benefits
17 those CLECs that have no incentive to abide by the Final FCC Unbundling
18 Rules.

19
20 *Item 109, Issue S-2: Should the Agreement automatically incorporate any*
21 *intervening order of the FCC adopted in WC Docket 04-313 or CC Docket 01-*
22 *338 that is issued prior to the issuance of the Final FCC Unbundling Rules to*
23 *the extent any rates, terms or requirements set forth in such an order are in*
24 *conflict with, in addition to, or otherwise different from the rates, terms and*
25 *requirements set forth in the Agreement?*

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Q. WHAT DOES THIS ISSUE ADDRESS?

A. In the *Interim Rules Order*, the FCC recognized that the rates, terms, and conditions frozen as of June 15, 2004 during the Interim Period could be superseded by an intervening order of the FCC (e.g., an order addressing a pending petition for reconsideration). See *Interim Rules Order* at ¶ 29.¹¹ This issue addresses how the parties should incorporate such intervening orders into their Agreement.

Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

A. For the same reasons discussed above, if the FCC enters an intervening order prior to issuing the Final FCC Unbundling Rules, the requirements of the intervening order should take precedence over rates, terms and conditions in the Agreement that are inconsistent with the rates, terms and conditions set forth in the intervening order. In order to effectuate this, the Agreement should automatically incorporate the findings contained in an intervening order on the effective date of such order.

Q. DO YOU HAVE ANY COMMENTS REGARDING THE JOINT PETITIONERS' ISSUE STATEMENT AND POSITION?

¹¹ For example, on October 14, 2004, the FCC granted BellSouth's *TRO* Motion for Reconsideration and found that BellSouth did not have an obligation to unbundle fiber-to-the-curb loops. See *Order on Reconsideration*, FCC 04-248, CC Docket 01-338, (rel. Oct. 18, 2004). This order would be considered an intervening order under the *Interim Rules Order*.

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A. Yes. With their issue statement, the Joint Petitioners’ are improperly expanding the scope of this issue to include consideration of an intervening and potentially conflicting state commission order. The Commission should refuse to consider the issue because it exceeds the parties’ agreement regarding the type of issues that could be raised after the 90-day abatement period. Specifically, the parties agreed to only add to the arbitration new issues related to *USTA II* and the *Interim Rules Order*. The Joint Petitioners’ issue regarding how an intervening and potentially conflicting state commission order should be incorporated is beyond the scope of the parties’ agreement. In addition, the issue is purely hypothetical in nature and not sanctioned by the *Interim Rules Order*, which specifically recognized the possibility that the FCC and only the FCC would issue an intervening order (which it has) during the Interim Period and that any such order would supersede the FCC’s findings in the *Interim Rules Order*.

Further, while I am not an attorney, it is my understanding that state commissions are prohibited from ordering anything that conflicts with the *Interim Rules Order*. In fact, the *Interim Rules Order* identified the only type of state commission order that is permissible – one that increases rates for the frozen elements: “[The frozen] rates, terms, and conditions shall remain in place during the interim period, except to the extent that they are or have been superseded by ... (3) (with respect to rates only) a state public utility commission order raising the rates for network elements.” See *Interim Rules Order* at ¶ 29. Thus, unless the Commission increases rates for the frozen

1 elements, the Commission is prohibited from issuing any intervening orders
2 that conflicts with the *Interim Rules Order*.

3
4 Further, BellSouth's position is consistent with the Telecommunications Act
5 of 1996 (the "Act"). The unbundling requirements of Section 251 are
6 *federally* mandated and do not reference *state* law. The reason for this is
7 obvious -- state law is not allowed to frustrate the national regulatory
8 scheme as implemented by the FCC. Although a state commission has the
9 authority to enforce state access and interconnection obligations, it may do so
10 only to the extent "consistent with the requirements" of federal law and so as
11 not to "substantially prevent implementation" of the requirements and
12 purposes of federal law. *See* 47 U.S.C. §251(d)(3).

13
14 While the Act is clear on this point, the FCC's *TRO*¹² decision emphasizes
15 and reiterates that states may not use state law to impose additional
16 unbundling requirements. The FCC specifically discussed the potential
17 impact of state law on the federal unbundling regime, noting:

18
19 We also find that state action, whether taken in the course of a
20 rulemaking or during the review of an interconnection
21 agreement, is limited by the restraints imposed by subsections
22 251(d)(3)(B) and (C). We are not persuaded by AT&T's
23 argument that a state commission may impose additional
24 unbundling obligations in the context of its review of an
25 interconnection agreement without regard to the federal
26 scheme.... Therefore, we find that the most reasonable
27 interpretation of Congress' intent in enacting sections 251 and

¹² See *Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, CC Docket No. 01-338; dated February 20, 2003 and released August 21, 2003 ("*TRO*").

1 252 to be that state action, whether taken in the course of a
2 rulemaking or during the review of an interconnection
3 agreement, must be consistent with section 251 and must not
4 "substantially prevent" its implementation.
5

6 ... If a decision pursuant to state law were to require the
7 unbundling of a network element for which the Commission
8 has: either found no impairment - and thus found that
9 unbundling that element would conflict with the limits in
10 section 251(d)(2) - or otherwise declined to require
11 unbundling on a national basis, we believe it unlikely that
12 such decision would fail to conflict with and "substantially
13 prevent" implementation of the federal regime, in violation of
14 section 251(d)(3)l. Similarly, we recognize that in at least
15 some instances existing state requirements will not be
16 consistent with our new framework and may frustrate its
17 implementation.

18 It will be necessary in those instances for the subject states to
19 amend their rules and to alter their decisions to conform to our
20 rules.

21 *TRO* at ¶¶ 194, 195. The FCC's reasoning flatly contradicts the Joint
22 Petitioners' expected position that the Commission should require BellSouth
23 to adhere to state-imposed unbundling requirements, regardless of whether
24 such requirements violate or are inconsistent with federal law.

25
26 Finally, any state commission order requiring additional unbundling
27 obligations under state law would be invalid without the state commission
28 performing an impairment analysis. This analysis cannot be conducted in the
29 context of a Section 252 arbitration proceeding that addresses BellSouth's
30 federal obligations under the Act. Consequently, the Commission should
31 reject the Joint Petitioners' attempt to convert this Section 252 arbitration into
32 an impairment proceeding under state law and find simply that only an
33 intervening FCC order should be automatically incorporated into the parties'

1 Agreement.¹³

2

3 Q. DO YOU HAVE ANY PRACTICAL CONCERNS WITH THE JOINT
4 PETITIONERS' ISSUE?

5

6 A. Yes. Practically speaking, BellSouth would be unable to comply with FCC
7 rules and orders and any contradictory state commission rules and orders for
8 the same subject matter. It is not sound public policy to have competing
9 requirements for the provision of telecommunication service as it would result
10 in a patchwork regulatory environment consisting of potentially ten different
11 rules pertaining to the same services. Such an inefficient environment not only
12 conflicts with the Act and the FCC's express findings but also results in state
13 commissions frustrating the national regulatory scheme implemented by
14 Congress through the Act.

15

16 ***Item 110, Issue S-3: If FCC 04-179 is vacated or otherwise modified by a court of***
17 ***competent jurisdiction, how should such order or decision be incorporated into the***
18 ***Agreement?***

19

20 Q. WHAT DOES THIS ISSUE ADDRESS?

21

22 A. This issue addresses the possibility that the D.C. Circuit or another court of

¹³ Pursuant to the *Interim Rules Order*, if the Commission issues an order increasing rates for frozen elements during the *Interim Period*, this order should be automatically incorporated into the Agreement as well.

1 competent jurisdiction invalidates or vacates the *Interim Rules Order* as a
2 result of the Mandamus Petition filed by the United States
3 Telecommunications Association (“USTA”) and certain Regional Bell
4 Operating Companies (“RBOCs”).

5
6 Q. WHAT IS BELLSOUTH’S POSITION ON THIS ISSUE?

7
8 A. In the event a court of competent jurisdiction vacates all or part of the *Interim*
9 *Rules Order*, there will be no valid impairment findings with respect to the
10 vacated elements. Accordingly, the parties’ Agreement should automatically
11 incorporate the status of the law on the date the order or decision invalidating
12 all or part of the *Interim Rules Order* becomes effective and the parties should
13 invoke the transition process identified in Item No. 23 to convert vacated
14 elements to comparable, non-UNE services. As set forth in my testimony
15 regarding Item No. 23, this transition process maintains the status quo for a
16 minimum of 30 days, rather than disconnecting such services at the end of the
17 Transition Period, and provides for an orderly transition of those elements to
18 comparable services pursuant to BellSouth’s tariffs or a commercial
19 agreement. Such a result benefits all parties as it updates the Agreement to
20 incorporate the current status of the law while at the same time providing the
21 Joint Petitioners with a meaningful opportunity to continue receiving the
22 affected services.

23
24 ***Item 111, Issue S-4: At the end of the Interim Period, assuming that the Transition***
25 ***Period set forth in FCC 04-179 is neither vacated, modified, nor superceded, should***

1 *the Agreement automatically incorporate the Transition Period set forth in the*
2 *Interim Order?*

3

4 Q. WHAT IS THE TRANSITION PERIOD?

5

6 A. The Transition Period, as defined in the *Interim Rules Order*, is the six month
7 period following the expiration of the Interim Period (*i.e.* March 12, 2005 or
8 earlier in the event the FCC issues its Final Unbundling Rules prior). The
9 Transition Period only applies if the Final FCC Unbundling Rules are not in
10 effect at the end of the Interim Period or if the Final FCC Unbundling Rules do
11 not find impairment with respect to one ore more of the frozen elements.
12 During the Transition Period, vacated elements for which there has been no
13 finding of impairment will be available to CLECs for their existing customer
14 base but at higher prices. *See* Interim Rules Order at ¶¶ 1, 29. However,
15 during the Transition Period, CLECs are prohibited from adding any new
16 customers at the rates, terms, and conditions set forth in the Transition Period.
17 *Id.* at ¶ 29.

18

19 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

20

21 A. For the reasons identified in response to Item 108, if the Final FCC
22 Unbundling Rules are not in effect at the expiration of the Interim Period, the
23 FCC's Transition Period should automatically be incorporated into the parties'
24 Agreement. Again, the FCC's intent in establishing the two-phase, 12 month
25 approach was to stabilize the market while preparing its Final Unbundling

1 Rules. As found by the FCC, the “twelve-month transition described [in the
2 Interim Rules Order] is essential to the health of the telecommunications
3 market and the protection of consumers.” *Id.* at ¶ 17. Additionally, in
4 describing the Transition Period, the FCC stated that it has a “commitment to
5 provide certainty and steadiness in the market . . . beyond the six-month
6 interim period” *Id.* at ¶¶ 17, 29. Refusing to find that the Transition
7 Period is automatically incorporated into the parties’ Agreement upon it
8 becoming effective and instead requiring negotiation and the resulting dispute
9 resolution frustrates this intent as it effectively prohibits the parties’ from
10 operating under the Transition Period. In fact, it is quite possible that the
11 Transition Period will expire prior to the time any change of law
12 negotiations/proceedings would be concluded, which is clearly not what the
13 FCC intended.

14
15 Q. DO YOU AGREE WITH THE JOINT PETITIONERS’ POSITION THAT
16 THE TRANSITION PERIOD IS NOT BINDING ON THE PARTIES?

17
18 A. No. While the FCC’s NPRM requests comments regarding the need for
19 additional transitional requirements, there can be no doubt that the FCC
20 contemplated and intended for the Transition Period to apply at the expiration
21 of the Interim Period if there were no Final FCC Unbundling Rules at that
22 time, or if there was otherwise no finding of impairment for the vacated
23 elements. The fact that the FCC asked for comments regarding what additional
24 transition requirements should be implemented in the Final FCC Unbundling
25 Rules does not negate that fact that the Transition Period was ordered in the

1 *Interim Rules Order* and is an essential component of the FCC's plan to
2 provide stability and market certainty during its twelve month transition plan.

3

4 Further, it is unclear why the Joint Petitioners oppose the automatic
5 incorporation of the Transition Plan in the absence of Final FCC Unbundling
6 Rules. Indeed, without it, the Joint Petitioners will have no legal right to
7 obtain new vacated elements after March 12, 2005.

8

9 ***Item 112, Issue S-5: (A) What rates, terms, and conditions relating to switching,***
10 ***enterprise market loops, and dedicated transport were "frozen" by FCC 04-179?***

11 ***(B) How should these rates, terms and conditions be incorporated onto the***
12 ***Agreement?***

13

14 Q. WHAT DOES THIS ISSUE ADDRESS?

15

16 A. The *Interim Rules Order* requires BellSouth to (1) continue to provide
17 unbundled access to mass market switching, enterprise market loops, and high
18 capacity dedicated transport under the same rates, terms, and conditions that
19 applied to the Joint Petitioners' Agreement as of June 15, 2004 for the Interim
20 Period (unless superceded by a voluntary negotiated agreement, an intervening
21 FCC order, or a state commission order increasing rates) (referred to as the
22 "Frozen Rates, Terms, and Conditions"); and to (2) continue to make those
23 elements available during the Transition Period for the Joint Petitioners to
24 serve existing customers (subject to the conditions set forth in the *Interim*
25 *Rules Order*). See *Interim Rules Order* at ¶ 1. This issue addresses what

1 specific rates, terms and conditions were frozen by the FCC in the *Interim*
2 *Rules Order*.

3

4 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

5

6 A. The rates, terms, and conditions for the following subject elements were frozen
7 by the FCC in the *Interim Rules Order* as specifically set forth in the attached
8 Exhibit KKB-1. This exhibit represents BellSouth's proposed language for
9 this issue and is in addition to the general definitions presented below.

10

11 **Mass Market Switching** should be defined as mass market switching and all
12 elements that must be made available when switching is made available. *See*
13 *Interim Rules Order* at n.3. Mass market switching includes unbundled access
14 to switching except when the CLEC: (1) serves an end user with four (4) or
15 more voice-grade (DS0) equivalents or lines served by the ILEC in Density
16 Zone 1 of the top 50 MSAs; or (2) serves an end user with a DS1 or higher-
17 capacity service or UNE Loop. Examples of elements or services that must be
18 made available when switching is made available include, but are not limited
19 to, common transport, databases required to be provided when switching is
20 unbundled, the function of combining a switch port with a loop, the provision
21 of DUF records, and signaling. Accordingly, the corresponding rates, terms
22 and conditions for these services would be frozen subject to the conditions and
23 requirements set forth in the *Interim Rules Order*.

24

25 **Enterprise Market Loops** should be defined as those transmission facilities

1 between a distribution frame (or its equivalent) in the ILEC's central office and
2 the loop demarcation point at an end user customer premises at the DS1 and
3 DS3 level, including dark fiber loops. *TRO* at ¶ 249. The corresponding rates
4 and the technical terms and conditions that are specific to these would be
5 frozen subject to the conditions and requirements set forth in the *Interim Rules*
6 *Order*.

7
8 **Dedicated Transport** should be defined as the transmission facilities
9 connecting ILEC switches and wire centers in a LATA at a DS1 and DS3
10 level, including dark fiber transport. *TRO* at ¶ 359. The corresponding rates
11 and the technical terms and conditions for these elements would be frozen
12 subject to the conditions and requirements set forth in the *Interim Rules Order*.

13
14 ***Item 113, Issue S-6: Did USTA II vacate the FCC's unbundling requirement, if***
15 ***any, relating to high-capacity loops and dark fiber?***

16
17 Q. WHAT IS BELLSOUTH'S POSITION ON THIS ISSUE?

18
19 A. To begin with, as stated in BellSouth's Brief in Opposition to Inclusion of
20 Issues 112(B) and 113(B),¹⁴ BellSouth objects to the inclusion of this issue in
21 this arbitration for a multitude of reasons and will fully brief this issue in its
22 post-hearing brief. Nonetheless, it is clear that *USTA II* vacated the FCC's
23 impairment finding for DS1 and DS3 dark fiber elements. As a result,

¹⁴ When BellSouth filed its Brief, the double numbering error had not been identified. The correct Item Numbers that BellSouth objects to are Item Numbers 113(B) and 114(B).

1 BellSouth has no 251 obligation to offer these elements including high-
2 capacity loops, high-capacity transport and dark fiber. Notwithstanding any
3 dispute the parties may have on this issue, the issue has been addressed by the
4 *Interim Rules Order* and BellSouth will provide the subject elements pursuant
5 to that *Order* until the Final FCC Unbundling Rules become effective.
6

7 Q. DO YOU HAVE COMMENTS REGARDING THE JOINT PETITIONERS'
8 ISSUE STATEMENT AND POSITION?
9

10 A. Yes. The Joint Petitioners' position is that neither *USTA II* nor the *Interim*
11 *Rules Order* affects their right to receive high-capacity loops, high-capacity
12 transport and dark fiber on an unbundled basis. This position requires the
13 Commission to disregard binding federal and FCC authority, is untenable, and
14 is not supported by either *USTA II* or the *Interim Rules Order*. The simple fact
15 is that *USTA II* vacated any requirement for BellSouth to unbundle and provide
16 these high capacity transmission facilities at TELRIC prices and the *Interim*
17 *Rules Order* addresses how these facilities will be provisioned for a twelve-
18 month transition period for existing CLEC customers. The refusal of the Joint
19 Petitioners to recognize the straightforward and clear wording of the *Interim*
20 *Rules Order* reveals that their strategy is to use the Commission to circumvent
21 orders of the FCC.
22

23 Further, for the reasons discussed in support of Item 109, the Commission is
24 prohibited from establishing a "new" pricing regime for these elements that
25 contradicts the *Interim Rules Order*. Thus, the Joint Petitioners' position

1 cannot be supported by the law and should be rejected as it is an attempt to
2 convert this Section 252 arbitration into a state cost proceeding for UNEs that
3 no longer exist and cannot be reinstated by a state commission.
4 Notwithstanding the Joint Petitioners' position and assertion, BellSouth
5 recognizes its obligation to offer its high-capacity loops and transport to
6 CLECs pursuant to its Section 271 of the Act obligations. However, contrary
7 to the Joint Petitioners' position, BellSouth is not obligated to provide such
8 elements at TELRIC rates.

9

10 ***Item 114, Issue S-7 <<CLEC ISSUE STATEMENT>>: (A) Is BellSouth obligated***
11 ***to provide unbundled access to DS1 dedicated transport, DS3 dedicated transport***
12 ***and dark fiber transport? (B) If so, under what rates, terms and conditions? :***

13

14 Q. WHAT IS BELL SOUTH'S POSITION ON THIS ISSUE?

15

16 A. To begin with, as stated in BellSouth's Brief in Opposition to Inclusion of
17 Issues 112(B) and 113(B), BellSouth objects to the inclusion of this issue in
18 this arbitration for a multitude of reasons and will fully brief this issue in its
19 post-hearing brief. Nonetheless, in my opinion, in their issue statement, the
20 Joint Petitioners' are improperly expanding the scope of this issue to include
21 consideration of an intervening, potentially conflicting state commission
22 order.¹⁵ The Commission should refuse to consider the issue because it
23 exceeds the parties' agreement regarding the type of issues that could be raised

¹⁵ Based on the Joint Petitioners' position statement, it appears that the Joint Petitioners intend to ask the Commission to issue an order invoking state law or interpreting federal law as part of this issue.

1 after the 90-day abatement period. Specifically, the parties agreed to only add
2 to the arbitration new issues related to *USTA II* and the *Interim Rules Order*.
3 The Joint Petitioners' issue regarding BellSouth's obligation to provide
4 unbundled access to DS1 dedicated transport, DS3 dedicated transport and
5 dark fiber transport is beyond the scope of this arbitration.

6
7 Even if the Commission considers this issue, which it should not, the
8 Commission should reject the Joint Petitioners' attempt to manipulate the
9 Commission into addressing issues that have already been decided by *USTA II*
10 or the *Interim Rules Order*. In fact, there can be no question that *USTA II*
11 extinguished BellSouth's obligation to provide high-capacity transport.

12
13 Moreover, the Joint Petitioners' arguments regarding alternative sources of
14 unbundling obligations cannot be supported by a cursory review of the
15 authority they cite. For instance, contrary to the Joint Petitioners' position,
16 there is no independent Section 251 obligation to specifically provide high
17 capacity transport on an unbundled basis. Rather, Section 251 simply
18 addresses BellSouth's obligation to provide interconnection and unbundled
19 network elements under the Act. Further, with their interpretation of Section
20 251, the Joint Petitioners conveniently fail to recognize that Section 251's
21 unbundling obligation is only triggered upon an impairment finding. As a
22 result of *USTA II*'s vacatur of the FCC's rules relating to high-capacity
23 transport, there is no longer a finding of impairment. With no finding of
24 impairment, there is no current Section 251 unbundling obligation for high-
25 capacity transport.

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Likewise, BellSouth has no 271 obligation to unbundle the subject elements at TELRIC and the Commission is prohibited from ordering anything to the contrary. Again, this issue and the Joint Petitioners' positions in general are nothing more than the Joint Petitioners' attempt to circumvent the D.C. Circuit and the *Interim Rules Order* so that they can prolong an inapplicable pricing regime.

Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?

A. Yes.

[Docs # 564045]

Attachment 2

Network Elements and Other Services

11-8-04 DRAFT

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ACCESS TO NETWORK ELEMENTS AND OTHER SERVICES

1 General

- 1.1 [Open to CLECs] This Attachment sets forth rates, terms and conditions for Unbundled Network Elements (UNEs) and combinations of UNEs with other UNEs (Combinations) that BellSouth shall offer to <<customer_short_name>> in accordance with its obligations under Section 251(c)(3) of the Act. Additionally, this Attachment sets forth the rates, terms and conditions for other facilities and services BellSouth makes available to <<customer_short_name>> (Other Services). BellSouth shall make available Local Switching, High Capacity Transport, and/or Enterprise Market Loops, in addition to all elements that are required to be provided in conjunction with Local Switching that are set forth in Exhibit B, or any subset of such network elements, under the rates, terms and conditions set forth in Exhibit B to this Attachment, the rates, terms and conditions of this Attachment that are expressly applicable to Exhibit B as well as to the UNEs and Other Services under this Attachment 2, and the provisions set forth elsewhere in this Agreement of general applicability to UNEs. Sections 1, 7 and 11 of this Attachment shall apply to Exhibit B. Section 3 of this Attachment, in its entirety, applies to Local Switching. Section 5 in its entirety, excluding Sections 5.2.2.11 – 5.2.2.14 and 5.4.3.1, and Sections 6.1, 6.1.2 - 6.2.4, 6.2.5.4 to High Capacity Transport. Section 5 in its entirety, excluding Section 5.4.3.1 and Sections 2.1.1.1 - 2.1.7, 2.2.3 – 2.6.3, 2.8 – 2.8.2 and 2.18 – 2.18.3.5 shall apply to Enterprise Market Loops. The rates for each UNE, Combination and Other Services are set forth in Exhibit A and/or Exhibit C of this Attachment. In providing access or obtaining access to UNEs, Combinations and Other Services, the Parties shall comply with all applicable FCC rules and orders and Commission rules and orders.
- 1.1.1 Network Element is as defined in the FCC's rules.
- 1.1.2 Non-qualifying Service is as defined in the FCC's rules
- 1.1.3 Qualifying Service is as defined in the FCC's rules.
- 1.1.4 Technically Feasible is as defined in the FCC's rules.
- 1.1.5 UNE is defined to mean the Network Elements that BellSouth is required to make available on an unbundled basis by the FCC or Commission pursuant to Section 251(c)(3) of the Act, FCC rules and orders and/or Commission rules and orders that are set forth in this Attachment.
- 1.2 BellSouth shall provide and <<customer_short_name>> may access UNEs and Other Services in accordance with all applicable FCC and Commission rules and orders, including but not limited to: 47 C.F.R 51.307, 51.309, 51.311, 51.313, 51.315, 51.316, 51.318, 51.319. <<customer_short_name>> may use UNEs in accordance with 47 C.F.R 51.309. <<customer_short_name>> may not access a

UNE for the sole purpose of providing non-qualifying services, but may use a UNE to provide a non-qualifying service if it is using such UNE to provide a qualifying service.

- 1.3 BellSouth shall comply with the requirements set forth in the technical references identified in this Attachment. Such requirements shall be applied in a non-discriminatory manner and at parity and shall be in accord with all FCC and Commission requirements.
- 1.4 [Open to CLECs] Pursuant to the Order and Notice of Proposed Rulemaking, WC Docket No. 04-313, released August 20, 2004 and effective September 13, 2004 (“Interim Order”), until the earlier of (1) March 12, 2005 or (2) the effective date of the final unbundling rules adopted by the FCC pursuant to the Notice of Proposed Rulemaking described in the Interim Order (“Interim Period”), BellSouth shall continue providing unbundled access to Local Switching (as defined herein), DS1, DS3 or STS-1, capacity loops, including dark fiber loops (collectively “Enterprise Market Loops”), and DS1, DS3 or STS-1, capacity dedicated transport, including dark fiber transport (collectively “High Capacity Transport”) under the rates, terms and conditions set forth herein except to the extent that they are or have been superseded by:
- 1.4.1 [Open to CLECs] voluntarily negotiated agreements;
- 1.4.2 [Open to CLECs] an intervening FCC order affecting specific unbundling obligations (e.g., an order addressing a pending petition for reconsideration) (“Intervening Order”); or,
- 1.4.3 [Open to CLECs] (with respect to rates only) a Commission order raising the rates for such network elements.
- 1.5 [Open to CLECs] For purposes of this Agreement, Local Switching shall be defined as unbundled access to local switching except when <<customer short name>>: (1) serves an End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one 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, DS3 or STS-1 capacity service or Loop in any service area covered by this Agreement. Notwithstanding anything to the contrary herein, local switching other than Local Switching will not be provided hereunder.
- 1.6 [Open to CLECs] For purposes of this Agreement “Transition Period” is defined as the six (6) month period following the Interim Period, or such other time period as may be specified by the FCC in an effective order adopted pursuant to the Notice of Proposed Rulemaking in the Interim Order (“Final FCC Unbundling Rules”). In the absence of an effective FCC ruling that Local Switching, High Capacity Transport, and/or Enterprise Market Loops, or any subset of such

network elements, must be unbundled pursuant to Section 251(c)(3) in any particular case, the following terms and conditions shall apply to such elements or subset thereof:

1.6.1 [Open to CLECs] During the Transition Period, BellSouth shall only be required to provide Local Switching to <<customer short name>> in combination with shared (common) transport and loops (*i.e.*, as a component of the “UNE platform”). The applicable rate shall be the higher of (1) the rate at which <<customer short name>> leased that combination of elements on June 15, 2004 plus one dollar, or (2) the rate the state public utility commission establishes, if any, between June 16, 2004, and March 12, 2005, for this combination of elements plus one dollar.

1.6.2 [Open to CLECs] During the Transition Period, BellSouth shall only be required to provide High Capacity Transport and/or Enterprise Market Loops to <<customer short name>> at a rate equal to the higher of (1) 115% of the rate <<customer short name>> paid for that element on June 15, 2004, or (2) 115% of the rate the state public utility commission establishes, if any, between June 16, 2004, and March 12, 2005, for that element.

1.7 [Open to CLECs] During the Transition Period, to the extent BellSouth provides Local Switching, High Capacity Transport and/or Enterprise Market Loops, or any subset thereof, pursuant to Sections 1.6.1-1.6.2 above, BellSouth shall only provide such elements to <<customer short name>> for the embedded customer base, as it existed on the last day of the Interim Period, and <<customer short name>> may not add new End Users or customers or place any new orders for such elements during the Transition Period.

1.8 [Open to CLECs] In the event that the Final FCC Unbundling Rules set forth any modification as to the length of the Transition Period or the rates, terms and conditions applicable during the Transition Period to Local Switching, Enterprise Market Loops and/or High Capacity Transport, or any subset thereof, such modifications shall be deemed incorporated into this Agreement by reference without further modification by the Parties, and such modified rates, terms and conditions shall apply to the Transition Period rather than those set forth herein.

1.9 [Open to CLECs] At the conclusion of the Transition Period, in the absence of an effective FCC ruling that Local Switching, Enterprise Market Loops and/or High Capacity Transport, or any subset thereof (individually or collectively referred to herein as the “Eliminated Elements”) are subject to unbundling, such Eliminated Elements shall be subject to the following provisions.

1.9.1 [Open to CLECs] Upon the end of the Transition Period <<customer short name>> must transition Eliminated Elements to either Resale, tariffed services, or services offered pursuant to a separate agreement negotiated between the Parties (collectively “Comparable Services”) or must disconnect such Eliminated Elements, pursuant to Sections 1.11 – 1.11.2.2 below.

~~1.4.1.10~~ Conversions

~~1.4.1.10.1~~ Upon request, BellSouth shall convert a wholesale service, or group of wholesale services, to the equivalent UNE, or Combination and shall convert a UNE or a Combination to an equivalent wholesale service or group of wholesale services in accordance with FCC 47 C.F.R. 51.316 (“Conversion”). Nonrecurring switch-as-is rates for such Conversions are contained in Exhibit A of this Attachment. Conversions shall be considered termination for purposes of any volume and/or term commitments and/or grandfathered status-applicable to such converted services. Any change from a wholesale service/group of wholesale services to a UNE/Combination, or vice versa, that requires a physical rearrangement of the UNE/Combination or wholesale/group of wholesale services will not be considered a Conversion for purposes of this Agreement. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the UNE or Combination or cross connect from Exhibit A of this Attachment will apply. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of the tariff or contract governing the wholesale service(s), nonrecurring charges for the wholesale service/wholesale services from such tariff or contract will apply. BellSouth will not require physical rearrangement if the Conversion can be completed through record changes only.

~~1.4.21.10.2~~ Any price changes 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 <<customer_short_name>>. The fact that the Parties have agreed to this Section 1.410.2 shall not be used by either Party against the other in any dispute raised prior to the Effective Date of this Agreement regarding the effective date for billing changes resulting from a Conversion; provided, however, that this provision does not preclude either Party from making any arguments based on the FCC's decision in the TRO in any such dispute.

~~1.4.31.10.3~~ If <<customer_short_name>> wants to convert a UNE or Combination (or part thereof) to wholesale services <<customer_short_name>> shall submit a spreadsheet (and a commingling ordering document that indicates which part is to be filled as a UNE, if applicable). BellSouth shall charge <<customer_short_name>> the same nonrecurring switch-as-is charge found in Exhibit A for the Conversion of a single UNE as it does for a Combination.

1.11 Eliminated Elements including Mass Market Switching Function (“Switching Eliminated Elements”).

1.11.1 [Parties Disagree]

[<<customer_short_name Version>>] Except to the extent expressly provided otherwise in this Attachment, for UNEs or Combinations that are no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement, <<customer_short_name>> will submit orders to rearrange or

disconnect those arrangements or services within thirty (30) calendar days of its **receipt of notice from BellSouth identifying specific service arrangements that must be transitioned to other services pursuant to this Section.** If orders to rearrange or disconnect those arrangements or services are not received by the thirty-first (31st) calendar day after **receipt of such notice**, BellSouth may disconnect those arrangements or services without further notice, **provided that <<customer_short_name>> has not notified BellSouth of a dispute regarding the identification of specific service arrangements as being no longer offered pursuant to, or are not in compliance with, the terms set forth in this Agreement.** Where no re-termination or physical rearrangement of circuits or service is required, <<customer_short_name>> will be charged a nonrecurring switch-as-is charge for the individual Network Element(s) as set forth in Exhibit A of this Attachment. For arrangements that require a re-termination or other physical rearrangement of circuits to comply with the terms of this Agreement, nonrecurring charges for the applicable **UNE or cross connect** from Exhibit A of this Attachment will apply. To the extent re-termination or other physical rearrangement is required in order to comply with a tariff or separate agreement, the applicable rates, terms and conditions of such tariff or separate agreement shall apply.

[BellSouth Version] In the event that <<customer short name>> has not entered into a separate agreement for the provision of Local Switching or services that include Local Switching, <<customer short name>> will submit orders to either disconnect Switching Eliminated Elements or convert such Switching Eliminated Elements to Resale within thirty (30) calendar days of the last day of the Transition Period. If <<customer short name>> submits orders to transition such Switching Eliminated Elements to Resale within thirty (30) calendar days of the last day of the Transition Period, applicable recurring and nonrecurring charges shall apply as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. If <<customer short name>> fails to submit orders within thirty (30) calendar days of the last day of the Transition Period, BellSouth shall transition such Switching Eliminated Elements to Resale, and <<customer short name>> shall pay the applicable nonrecurring and recurring charges as set forth in the appropriate BellSouth tariff, subject to the appropriate discounts described in Attachment 1 of this Agreement. In such case, <<customer short name>> shall reimburse BellSouth for labor incurred in identifying the lines that must be converted and processing such conversions. If no equivalent Resale service exists, then BellSouth may disconnect such Switching Eliminated Elements if <<customer short name>> does not submit such orders within thirty (30) calendar days of the last day of the Transition Period. In all cases, until Switching Eliminated Elements have been converted to Comparable Services or disconnected, the applicable recurring and nonrecurring rates for Switching Eliminated Elements during the Transition Period shall apply as set forth in this Agreement. Applicable nonrecurring disconnect charges

may apply for disconnection of service or conversion to Comparable Services. To the extent any Network Elements, combinations of Network Elements, services or terms and conditions contained herein are based upon FCC rules and orders that are vacated as a result of the DC Circuit Court of Appeals' Opinion issued on March 2, 2004 and an effective order ("Vacatur Order"), such Network Elements, combinations of Network Elements and services shall no longer be available pursuant to the terms, conditions and rates of this Agreement ("Vacated Element(s)"), except as set forth in this section. Upon the effective date of the Vacatur Order and written notice by BellSouth issued on or after the effective date of the Vacatur Order ("Initial Notice"), <<customer_short_name>> will not order any Vacated Elements. BellSouth and <<customer_short_name>> will work cooperatively to transition the embedded base of Vacated Elements to either Resale, tariffed services or services offered pursuant to a separate commercial agreement ("Comparable Services").

1.5-1.11.2 Other Eliminated Elements. Upon the end of the Transition Period, <<customer_short_name>> must transition the Eliminated Elements other than Switching Eliminated Elements ("Other Eliminated Elements") to Comparable Services. Unless the Parties agree otherwise, Other Eliminated Elements shall be handled in accordance with Sections 1.11.2.1 and 1.11.2.2 below. Within five (5) calendar days of BellSouth's Initial Notice, <<customer_short_name>> will advise BellSouth in writing to the person identified in the Notices section of the General Terms and Conditions via electronic mail or facsimile, whether <<customer_short_name>> disagrees that a specific Network Element is a Vacated Element. In the event, <<customer_short_name>> disputes whether a specific Network Element is a Vacated Element ("Disputed Vacated Element"), BellSouth may seek expedited resolution of such dispute in the appropriate forum; provided, however, that if BellSouth does not pursue resolution of such dispute within ten (10) calendar days of <<customer_short_name>>'s notice, <<customer_short_name>> may seek expedited resolution of such dispute in the appropriate forum. In the event of such a dispute, <<customer_short_name>> may not order Disputed Vacated Elements pursuant to this Agreement; provided, however, if <<customer_short_name>> has purchased a Disputed Vacated Element as a wholesale service pending such resolution and the dispute is resolved in <<customer_short_name>>'s favor, upon request of <<customer_short_name>> within thirty (30) calendar days of an effective order resolving the dispute, BellSouth shall convert such element from wholesale to Network Element without any charge to <<customer_short_name>> and BellSouth shall reimburse <<customer_short_name>> for the difference between the wholesale non-recurring and monthly recurring rates paid by <<customer_short_name>> and the Network Element non-recurring and monthly recurring rates that would have been charged to <<customer_short_name>> by BellSouth. In the

event of such a dispute, <<customer short name>> shall not be required to transition the Disputed Vacated Elements as set forth herein unless the dispute is resolved in BellSouth's favour, in which case <<customer short name>> must transition the Disputed Vacated Elements within the time frames set forth herein measured from the date of an effective order and <<customer short name>> shall reimburse BellSouth for the difference between the recurring charges that would have applied for the Comparable Services for the period after the date of the Initial Notice in addition to the applicable tariff charges and applicable disconnection charges under this Agreement. For those Vacated Elements that <<customer short name>> does not dispute, the transition process shall begin on the date of BellSouth's Initial Notice under this Agreement. Switching Vacated Elements.

1.11.2.1 <<customer short name>> will identify and submit orders to either disconnect Other Eliminated Elements or transition them to Comparable Services within thirty (30) calendar days of the last day of the Transition Period. Rates, terms and conditions for Comparable Services shall apply per the applicable tariff for such Comparable Services as of the date the order is completed. Where <<customer short name>> requests to transition a minimum of fifteen (15) circuits per state, <<customer short name>> may submit orders via a spreadsheet process and such orders will be project managed. In all other cases, <<customer short name>> must submit such orders pursuant to the local service request/access service request (LSR/ASR) process, dependent on the Comparable Service elected. For such transitions, the non-recurring and recurring charges shall be those set forth in BellSouth's FCC No. 1 tariff, or as otherwise agreed in a separately negotiated agreement. Until such time as the Other Eliminated Elements are transitioned to such Comparable Services, such Other Eliminated Elements will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Elements during the Transition Period as set forth in this Agreement. In the event <<customer short name>> has entered into a separate agreement for switching or services that include switching that are Vacated Elements but that are provided under this Agreement as of the date of the Vacatur Order, those switching Vacated Elements shall be transitioned pursuant to such separately negotiated agreement. In the event that <<customer short name>> has not entered into a separate commercial agreement for the provision of switching Vacated Elements, <<customer short name>> will submit orders to either disconnect such switching Vacated Elements or convert such switching Vacated Elements to Resale within thirty (30) calendar days of BellSouth's Initial Notice and the Resale rates, terms and conditions shall apply from the date of order completion. If <<customer short name>> fails to submit orders to transition such switching Vacated Elements from this Agreement within thirty (30) calendar days of BellSouth's Initial Notice, BellSouth shall provide 30 calendar days notice that <<customer short name>> must

~~submit orders to disconnect or transition such switching Vacated Elements or BellSouth shall transition such Vacated Elements to Resale and shall retroactively charge the Resale rate to the day of BellSouth's Initial Notice and any applicable disconnect charge as set forth in Exhibit B of this Attachment. In such case, <<customer short name>> shall reimburse BellSouth for labor incurred and appropriate conversion and disconnection charges shall apply.~~

1.11.2.2 ~~If <<customer short name>> fails to identify and submit orders for any Other Eliminated Elements within thirty (30) calendar days of the last day of the Transition Period, BellSouth may transition such Other Eliminated Elements to Comparable Services. The rates, terms and conditions for such Comparable Services shall apply as of the date following the end of the Transition Period. If no Comparable Services exist, then BellSouth may disconnect such Other Eliminated Elements if <<customer short name>> does not submit such orders within thirty (30) calendar days of the last day of the Transition Period. In such case <<customer short name>> shall reimburse BellSouth for labor incurred in identifying such Other Eliminated Elements and processing such orders and <<customer short name>> shall pay the applicable disconnect charges set forth in this Agreement. Until such time as the Other Eliminated Elements are disconnected pursuant to this Agreement, such Other Eliminated Elements will be provided pursuant to the rates, terms and conditions applicable to the subject Other Eliminated Elements during the Transition Period as set forth in this Agreement.~~Other Vacated Elements. For the embedded base of Vacated Elements, excluding switching Vacated Elements, to be transitioned to a Comparable Service, <<customer short name>> will identify and submit orders (via a spreadsheet process where <<customer short name>> purchases a minimum of fifteen (15) circuits per state) within forty-five (45) calendar days of BellSouth's Initial Notice. Such orders will be project managed. The rates, terms and conditions of the Comparable Service to which such Vacated Elements are to be transitioned will be effective upon receipt of the order/spreadsheet as applicable. To the extent <<customer short name>> identifies and submits an order, whether via spreadsheet or the local services request/access services request (ASR/LSR) process, to replace a Vacated Element with a BellSouth Comparable Service within the forty-five (45) calendar day time frame, BellSouth agrees to waive the associated Network Element disconnect charge.

1.11.3 ~~To the extent the FCC issues an effective Intervening Order that alters the rates, terms and conditions for any Network Element or Other Service, including but not limited to Local Switching, Enterprise Market Loops and High Capacity Transport, the Parties agree that such Intervening Order shall supersede those rates, terms and conditions set forth in this Agreement for the affected Network Element(s) or Other Service(s).~~If <<customer short name>> fails to identify and submit orders for any of the

embedded base of such Vacated Elements within forty five (45) calendar days of BellSouth's Initial Notice, BellSouth will identify those Vacated Elements and notify ("Second Notice") <<customer short name>> of the Vacated Elements for which <<customer short name>> needs to submit orders to disconnect or transition the embedded base of Vacated Elements and BellSouth shall notify <<customer short name>> of any Vacated Elements for which there is no comparable tariff service. <<customer short name>> must submit such orders within thirty (30) calendar days of BellSouth's Second Notice. If <<customer short name>> identifies and submits orders for at least 95% of its embedded base within the forty five (45) calendar days of BellSouth's Initial Notice, <<customer short name>> will not be required to reimburse BellSouth for the labor to identify those Vacated Elements. In all other cases, <<customer short name>> shall reimburse BellSouth for labor incurred in identifying such Vacated Elements. The rates, terms and conditions associated with the Comparable Service to which <<customer short name>> transitions Vacated Elements via orders placed pursuant to BellSouth's Second Notice will apply and will be retroactively charged to the date of BellSouth's Initial Notice.

1.11.4 Notwithstanding anything to the contrary in this Agreement, in the event that the Interim Rules are vacated by a court of competent jurisdiction, <<customer short name>> shall immediately transition Local Switching, Enterprise Market Loops and High Capacity Transport pursuant to Section 1.11 through 1.11.2.2 above, applied from the effective date of such vacatur, without regard to the Interim Period or Transition Period. If <<customer short name>> fails to submit orders to transition such Vacated Elements from this Agreement within thirty (30) calendar days of BellSouth's Second Notice, BellSouth will replace such Vacated Elements with comparable tariffed services as BellSouth deems appropriate, and the rates, terms and conditions for that tariffed service shall apply. This rate will be applied retroactively to the date of BellSouth's Initial Notice. <<customer short name>> shall reimburse BellSouth for labor incurred in identifying such Vacated Elements and the associated Network Element disconnect charge. If no comparable tariff service exists, BellSouth may disconnect such Vacated Elements.

1.11.5 Notwithstanding anything to the contrary in this Agreement, upon the Effective Date of the Final FCC Unbundling Rules, to the extent any rates, terms or requirements set forth in such Final FCC Unbundling Rules are in conflict with, in addition to or otherwise different from the rates, terms and requirements set forth in this Agreement, the Final FCC Unbundling Rules rates, terms and requirements shall supercede the rates, terms and requirements set forth in this Agreement without further modification of this Agreement by the Parties.

1.11.6 In the event that any Network Element, other than those already addressed above, is no longer required to be offered by BellSouth pursuant to Section 251 of the Act, <<customer_short_name>> shall immediately transition such elements pursuant to Section 1.11 through 1.11.2.2 above, applied from the effective date of the order eliminating such obligation.

1.5.41.11.7 <<customer_short_name>> may utilize UNEs and Other Services in a manner consistent with applicable industry standards and applicable BellSouth Technical References incorporated into BellSouth's Guides found on BellSouth's website at <http://interconnection.bellsouth.com>. In the event that <<customer_short_name>> perceives that BellSouth Technical References include provisions that unreasonably limit <<customer_short_name>>'s ability to access and utilize UNEs in accordance with this Attachment, <<customer_short_name>> shall notify BellSouth and the Parties shall attempt to resolve the issue. If the Parties are unable to resolve the issue, the dispute shall be handled in accordance with the dispute resolution provisions in Section 13 of the General Terms and Conditions of this Agreement.

1.61.12 Routine Network Modifications (RNMs)

1.12.1 [Open to CLFCs] BellSouth will perform ~~RNMsRoutine Network Modifications~~ in accordance with FCC 47 C.F.R. 51.319 (a)(8) and (e)(5). Except to the extent expressly provided otherwise in this Attachment, if BellSouth has anticipated such ~~RNMsRoutine Network Modifications~~ and performs them during normal operations and such function was included in BellSouth's cost studies that, through Commission proceedings or agreement by the Parties resulted in rates set forth in Exhibit A of this Attachment, then BellSouth shall perform such ~~RNMsRoutine Network Modifications~~ at no additional charge. ~~RNMsRoutine Network Modifications~~ shall be performed within the intervals established for the UNE and subject to the performance measurements and associated remedies set forth in Attachment 9 to the extent such ~~RNMsRoutine Network Modifications~~ were anticipated in the setting of such intervals. If BellSouth has not anticipated a requested network modification as being a ~~RNMRoutine Network Modification~~ and has not recovered the costs of such ~~RNMRoutine Network Modification~~ in the rates set forth in Exhibit A of this Attachment, then <<customer_short_name>> must submit a ~~service inquiry (SI)~~LSR to have the work performed. Each request will be handled as a project on an individual case basis until such time as BellSouth incorporates such ~~RNMRoutine Network Modification~~ into its normal operations and develops a charge for such ~~RNMRoutine Network Modification~~ that is included in this Agreement by Amendment hereto. If <<customer_short_name>> believes that a ~~RNMRoutine Network Modification~~ should be incorporated into BellSouth's normal operations and BellSouth disagrees with such determination, the dispute shall be resolved pursuant to the resolution of disputes provision of the General Terms and Conditions. BellSouth will provide a price quote for the request, and upon receipt of payment from <<customer_short_name>>, BellSouth shall perform the

~~RNM Routine Network Modification.~~ If <<customer_short_name>> believes that BellSouth's firm price quote is not consistent with the requirements of the Act, either Party may seek dispute resolution in accordance with the dispute resolution provisions set forth in the General Terms and Conditions of this Agreement. ~~Any such arbitration applicable to network element, interconnection option and/or service option pricing shall be conducted in accordance with standards prescribed in Sections 251 and 252 of the Act.~~ While the dispute is pending, <<customer_short_name>> shall have the option of requesting BellSouth to ~~provide the network element, interconnection option or service option~~ perform the RNM subject to a retroactive pricing true-up upon an effective Commission order resolving the dispute. The Parties agree that subsequent true-ups may result from multiple rounds of appellate or reconsideration decisions, should the relevant Party pursue such appeals/reconsiderations/review and prevail. BellSouth will provide a cost study upon request after the firm quote.

1.71.13 [Parties Disagree]

[<<customer_short_name Version] Notwithstanding any other provision of this Agreement, BellSouth will not combine UNEs 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.

[BellSouth Version] Notwithstanding any other provision of this Agreement, BellSouth will not **commingle or combine** UNEs or Combinations of UNEs with any service, Network Element or other offering that it is obligated to make available only pursuant to Section 271 of the Act. Nothing in this Section shall prevent <<customer_short_name>> from commingling Network Elements with tariffed special access loop and transport services.

1.81.14 Commingling of Services

1.8.11.14.1 BellSouth shall provide commingling of services in accordance with FCC 47 C.F.R. 51.309.

1.8.21.14.2 BellSouth will not "ratchet" (i.e., billing a single circuit at multiple rates to develop a single, blended rate for) a commingled circuit. Unless otherwise agreed to by the Parties, the UNE portion of such 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 or other contract rates.

1.8.31.14.3 [Parties Disagree]

[<<customer_short_name>> Version] When multiplexing equipment is attached to a commingled circuit, the **multiplexing equipment** and Central Office Channel Interfaces will be billed from the same jurisdictional authorization (Agreement or tariff) as the lower bandwidth service.

[BellSouth Version] When multiplexing equipment is attached to a commingled circuit, the **multiplexing equipment** will be billed from the same jurisdictional authorization (agreement or tariff) as the **higher bandwidth service**. The Central Office Channel Interface will be billed from the same jurisdictional authorization (tariff or agreement) as the lower **bandwidth** service.

~~1.8.41.14.4~~ If <<customer_short_name>> reports a trouble on a UNE or Other Service and no trouble actually exists on the BellSouth portion, BellSouth will charge <<customer_short_name>> at the rates set forth in Exhibit A to this Attachment for any dispatching and testing (both inside and outside the Central Office (CO)) required by BellSouth in order to confirm the working status. If <<customer_short_name>> reports the same trouble on the same UNE or Other Service within thirty (30) calendar days of BellSouth's notification to <<customer_short_name>> of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network, <<customer_short_name>> shall be credited on the next billing cycle for charges associated with the prior trouble.

1.9 Rates

1.9.1 **[Open to CLECs]** The prices that <<customer_short_name>> shall pay to BellSouth for UNEs, Combinations and Other Services are set forth in Exhibit A and/or Exhibit C of this Attachment. To the extent a rate is required to be TELRIC-compliant, the rate in Exhibit A of this Attachment shall be TELRIC-compliant, and if Commission approved, is the Commission approved rates. If <<customer_short_name>> purchases a service(s) from a tariff, all terms and conditions and rates as set forth in such tariff shall apply. If no rate is identified in this Agreement for an UNE, Combination or Other Service that is required to be a TELRIC-compliant rate, the rate will be a TELRIC-compliant rate set by the Commission, or if no such rate has been set by a Commission, BellSouth shall propose an interim TELRIC-compliant rate based upon a cost study that BellSouth will provide upon request from <<customer_short_name>>. If the rate is not required to be TELRIC-compliant, then the rate may be negotiated by the Parties upon request by either Party. If the Parties are unable to agree upon a rate, either Party may pursue dispute resolution.

1.9.2 Rates, terms and conditions for order cancellation charges and Service Date Advancement Charges will apply in accordance with Attachment 6. Service Date Advancement charges for expediting UNEs and Other Services orders and are as set forth in Exhibit A.

1.9.3 If <<customer_short_name>> modifies an order (Order Modification Charge (OMC)) after being sent a Firm Order Confirmation (FOC) from BellSouth, any costs incurred by BellSouth to accommodate the modification will be paid by <<customer_short_name>> in accordance with FCC No. 1 Tariff, Section 5.

1.9.4 Fractionalized billing shall apply to all UNEs and Combinations such that recurring charges will be prorated based upon the number of days that the UNEs are in service. Non-recurring charges shall not be fractionalized.

2 Unbundled Loops

2.1 General

2.1.1 BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to the local loop (i.e., below the DS1 level) on an unbundled basis, in accordance with FCC 47 C.F.R. 51.319(a). The various Loops that BellSouth currently offers and is required to make available are set forth in this Attachment ~~2~~herein. Sections ~~2.1.1.1 – 2.1.7, 2.2.3 – 2.6.3, 2.8 – 2.8.2 and 2.18 – 2.18.3.5~~ apply to loops provisioned pursuant to Exhibit B as applicable.

2.1.1.1 ~~[Open to CLECs]~~ For the purposes of determining BellSouth's obligation to provide ~~unbundled access to UNE loops~~this Agreement, and not by way of limitation, the phrase 'end user customer premises' as used in 47 C.F.R. 51.319 (a) shall no be interpreted to include such places as a carrier's mobile switching center, base station, cell site, or other similar facility, except to the extent that a carrier may require loops to such locations for the purpose of providing telecommunications services to its personnel at those locations.

2.1.1.2 ~~[Open to CLECs]~~ When <<customer_short_name>> is purchasing a ~~Loop~~loop, <<customer_short_name>> shall purchase the entire bandwidth of the ~~Loop~~loop and, except as required herein or as otherwise agreed to by the Parties, BellSouth shall not subdivide the frequency of the ~~Loop~~loop.

~~2.1.22.1.3~~ The loop shall include the use of all test access functionality, including without limitation, smart jacks, for both voice and data.

~~2.1.32.1.4~~ ~~[Open to CLECs]~~ The provisioning of a ~~Loop~~loop to <<customer_short_name>>'s collocation space will require BellSouth to provide cross office cabling and cross connections within the central office to connect the ~~Loop~~loop to the demarcation point associated with the collocation space. These cross connects are separate components that are not considered a part of the ~~Loop~~loop, and thus, have a separate charge as set forth in Exhibit A of this Attachment ~~4~~.

~~2.1.42.1.5~~ ~~[Open to CLECs]~~ Where facilities are available, BellSouth will install ~~Loops~~loops in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>. For orders of fifteen (15) or more ~~Loops~~loops, the installation and any applicable Order Coordination as described below will be handled on a project basis, and reasonable and nondiscriminatory intervals will be set by the BellSouth project manager for that order. When ~~Loops~~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.

~~2.1.52.1.6~~ [Open to CLECs] The ~~Loop loop~~ shall be provided to <<customer_short_name>> in accordance with reasonable and nondiscriminatory provisions set forth in BellSouth's TR73600 Unbundled Local Loop Technical Specification and applicable industry standard technical references.

~~2.1.62.1.7~~ [Open to CLECs] BellSouth will provision, maintain and repair the ~~Loops-loops~~ to the standards that are consistent with the type of ~~Loop loop~~ ordered.

~~2.1.72.1.8~~ [Open to CLECs] When a BellSouth technician is required to be dispatched to provision the ~~Loop loop~~, BellSouth will tag the ~~Loop loop~~ with the Circuit ID number and the name of the ordering CLEC. When a dispatch is not required to provision the ~~Loop loop~~, BellSouth will tag the ~~Loop loop~~ on the next required visit to the End User's location. If <<customer_short_name>> wants to ensure the ~~Loop loop~~ is tagged during the provisioning process for Loops that may not require a dispatch (e.g., UVL-SL1, UVL-SL2, and UCL-ND), <<customer_short_name>> may order Loop Tagging. Rates for Loop Tagging are as set forth in Exhibit A of this Attachment. ~~The Trouble~~

2.2 Mass Market Loops

2.2.1 Copper Loops. BellSouth will provide access to unbundled Copper Loops as required by FCC Rule 51.319(a)(1).

2.2.2 Hybrid Loops. BellSouth will provide access to unbundled Hybrid Loops as required by FCC Rule 51.319(a)(2).

2.2.3 BellSouth will provide access to unbundled Fiber-to-the-Home loops as required by FCC Rule 51.319(a)(3). FTTH facilities include fiber loops deployed to the minimum point of entry (MPOE) of a multiple dwelling unit (MDU) that is predominantly residential, regardless of the ownership of the inside wiring from the MPOE to each end user in the MDU.

~~2.3~~ [Open to CLECs] Enterprise Market Loops

~~2.3.1~~ [Open to CLECs] DS1 loops. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to a DS1 loop on an unbundled basis. A DS1 loop is a digital local loop having a total digital signal speed of 1.544 megabytes per second. DS1 loops include, but are not limited to, two-wire and four-wire copper loops capable of providing high-bit rate digital subscriber line services, including T1 services.

~~2.3.2~~ [Open to CLECs] DS3 loops. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to a DS3 loop on an unbundled basis. A DS3 loop is a digital local loop having a total digital signal speed of 44.736 megabytes per second. <<customer_short_name>> may obtain a maximum of two unbundled

DS3 loops for any single customer location at the TELRIC-compliant, Commission-approved UNE prices set forth in Exhibit A of this Attachment.

- ~~2.3.32.3.2~~ [Open to CLECs] Dark Fiber Loops. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to a Dark Fiber Loop on an unbundled basis. Dark Fiber Loop is fiber within an existing fiber optic cable that has not been activated through the use of optronics to render it capable of carrying communications services that extends from the demarcation point at an End User's premises and the BellSouth central office. Dark Fiber Loops may be strands of optical fiber existing in aerial or underground structure.
- 2.4 Loop Testing/Trouble Reporting
- 2.4.1 [Open to CLECs] <<customer_short_name>> will be responsible for testing and isolating troubles on the ~~Loops~~loops. <<customer_short_name>> must test and isolate trouble to the BellSouth portion of a designed/non-designed unbundled ~~Loop~~loop (e.g., UVL-SL2, UCL-D, UVL-SL1, UCL-ND, etc.) before reporting repair trouble to the UNE Customer Wholesale Interconnection Network Services (CWINS) Center. Upon request from BellSouth at the time of the trouble report, <<customer_short_name>> will be required to provide the results of the <<customer_short_name>> test which indicated a problem on the BellSouth provided ~~Loop~~loop.
- 2.4.2 [Open to CLECs] Once <<customer_short_name>> has isolated a trouble to the BellSouth provided ~~Loop~~loop, and had has issued a trouble report to BellSouth on the ~~Loop~~loop, BellSouth will take the actions necessary to repair the ~~Loop~~loop if a trouble actually exists. BellSouth will repair these ~~Loops~~loops in a reasonable and nondiscriminatory manner and in time frames that are as favorable as those in which BellSouth repairs similarly situated ~~Loops~~loops to its End Users.
- 2.4.3 If <<customer_short_name>> reports a trouble on a non-designed or designed ~~Loop~~loop and no trouble actually exists, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the ~~Loop's~~loop's working status. BellSouth will assess the applicable Maintenance of Service Charge rates from BellSouth's FCC No. 1 Section 13.3.1 for designed circuits, Section A4.3.1 of the GSSTs for Alabama, Kentucky, Louisiana, Mississippi and Tennessee where trouble determination for non-designed circuits is covered under premises work charges, Section A15.4.1 of the GSSTs for Florida and North Carolina where trouble determination for non-designed circuits is covered under trouble location charges, and Section N1.1.2 of the Non-Regulated Services Pricing tariff for Georgia and South Carolina where trouble determination for non-designed circuits is covered under trouble determination charges. If <<customer_short_name>> reports the same trouble on the same UNE ~~Loop~~loop within thirty (30) calendar days of BellSouth's notification to <<customer_short_name>> of its disposition of the prior trouble, and BellSouth is able to determine that such trouble does exist on BellSouth's network,

<<customer_short_name>> shall be credited on the next billing cycle for charges associated with the prior trouble.

2.4.4 In the event BellSouth must dispatch to the End User's location more than once due to incorrect or incomplete information provided by <<customer_short_name>> (e.g., incomplete address, incorrect contact name/number, etc.), BellSouth will bill <<customer_short_name>> for each additional dispatch required to repair the circuit due to the incorrect/incomplete information provided, in accordance with rates set forth in Exhibit A of this Attachment.

2.4.5 BellSouth shall test all ~~Loops-loops~~ at parity in a nondiscriminatory manner. The results of such testing, to the extent available, shall be provided to <<customer_short_name>> upon request.

2.5 Order Coordination and Order Coordination-Time Specific

2.5.1 "Order Coordination" (OC) allows BellSouth and <<customer_short_name>> to coordinate the installation of the SL2 ~~Loops-loops~~, Unbundled Digital Loops (UDL) and other ~~Loops-loops~~ where OC may be purchased as an option, to <<customer_short_name>>'s facilities to limit End User service outage. OC is available when the ~~Loop-loop~~ is provisioned over an existing circuit that is currently providing service to the End User. OC for physical conversions will be scheduled at BellSouth's discretion during normal working hours on the committed due date. OC shall be provided in accordance with the chart set forth below.

2.5.2 "Order Coordination – Time Specific" (OC-TS) allows <<customer_short_name>> to order a specific time for OC to take place. BellSouth will make every effort to accommodate <<customer_short_name>>'s specific conversion time request. However, BellSouth reserves the right to negotiate with <<customer_short_name>> a conversion time based on load and appointment control when necessary. This OC-TS is a chargeable option for all ~~Loops-loops~~ except Unbundled Copper Loops (UCL) and is billed in addition to the OC charge. <<customer_short_name>> may specify a time between 9:00 a.m. and 4:00 p.m. (location time) Monday through Friday (excluding holidays). If <<customer_short_name>> specifies a time outside this window, or selects a time or quantity of ~~Loops-loops~~ that requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC and OC-TS charges. Overtime charges will be applied based on the amount of overtime worked and in accordance with the rates established in the Access Services Tariff, Section E13.2, for each state. The OC-TS charges for an order due on the same day at the same location will be applied on a per Local Service Request (LSR) basis.

2.5.3 ~~[Open to CLECs]~~ For a coordinated conversion, i.e., to LNP with loop or to stand alone loop where ~~order coordination~~ OC is provided for in this agreement,

BellSouth shall verbally coordinate the disconnect with <<customer_short_name>> and perform any switch translations so as to limit End User service outage. When ~~Order Coordination~~OC is provided, BellSouth will call <<customer_short_name>> twenty-four (24) to forty-eight (48) hours prior to the actual conversion to ensure <<customer_short_name>> will be ready on the due date and to review the details of the cutover. <<customer_short_name>> may designate the conversion time when the conversion involves a loop with LNP by ordering Time Specific conversion at rates designated in this agreement. For Time Specific conversions, BellSouth and <<customer_short_name>> shall mutually agree upon cut over time and BellSouth will verify the cut over time designated by <<customer_short_name>> twenty-four (24) to forty-eight (48) hours in advance to ensure that the conversion is to be completed as ordered. Both Parties will use best efforts to ensure that conversions will commence within fifteen (15) minutes of the established time, with the exception of conversions involving IDLC where the Commission has granted extended conversion windows. For coordinated conversions, BellSouth's target intervals for service disruption to the End User is fifteen (15) minutes or less.

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DI.R	Charge for Dispatch and Testing if 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 Voice Loops (SL-2 including 2- and 4-wire (VVL) (Designed))	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on 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

	with Section 2				
For UVL-SL1 and UCLs, <<customer_short_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.6 CLEC to CLEC Conversions for Unbundled Loops

2.6.1 The CLEC to CLEC conversion process, located on BellSouth's web site at <http://www.interconnection.bellsouth.com/guides/unedocs/c2c.pdf>, for unbundled ~~Loops-loops~~ may be used by <<customer_short_name>> when converting an existing unbundled ~~Loop-loop~~ from another CLEC for the same End User. The ~~Loop-loop~~ type being converted must be included in <<customer_short_name>>'s Interconnection Agreement before requesting a conversion.

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

2.6.3 The ~~Loops-loops~~ converted to <<customer_short_name>> 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-loop~~ type.

2.7 Bulk Migration

2.7.1 If <<customer_short_name>> requests to migrate twenty-five (25) or more UNE-Port/Loop Combination (UNE-P) customers to UNE-Loop (UNE-L) in the same Central Office on the same due date, <<customer_short_name>> must use the Bulk Migration process, which is described in the BellSouth CLEC Information Package, "UNE-Port/Loop Combination (UNE-P) to UNE-Loop (UNE-L) Bulk Migration" located at <http://interconnection.bellsouth.com/guides/unedocs/BulkManpkg.pdf>. The rates for the Bulk Migration process shall be the nonrecurring rates associated with the ~~Loop-loop~~ type being requested in the Bulk Migration asset forth in Exhibit A of this Attachment. Additionally, an electronic OSS charges will apply for each customer account subject to the Bulk Migration Request. The migration of loops from Integrated Digital Loop Carrier (IDLC) will be done pursuant to Section 2.45-13.1 below.

2.8 Ordering Guidelines and Processes

2.8.1 Ordering and provisioning for UNEs and Other Services shall be as set forth in Attachment 6.

- 2.8.2 Additional UNE product information may also be found in the individual CLEC Information Packages found on the “CLEC UNE Products” website located at <http://www.interconnection.bellsouth.com/guides/html/unes.html>.
- 2.9 Unbundled Voice Loops (UVLs)
 - 2.9.1 BellSouth shall make available the following UVLs:
 - 2.9.1.1 2-wire Analog Voice Grade Loop – SL1 (Non-Designed)
 - 2.9.1.2 2-wire Analog Voice Grade Loop – SL2 (Designed)
 - 2.9.1.3 4-wire Analog Voice Grade Loop (Designed)
 - 2.9.2 Unbundled Voice Loops (UVL) may be provisioned using any type of facility that will support voice grade services. This may include loaded copper, non-loaded copper, digital loop carrier systems, fiber/copper combination (hybrid loop) or a combination of any of these facilities. BellSouth, in the normal course of maintaining, repairing, and configuring its network, may also change the facilities that are used to provide any given voice grade circuit. This change may occur at any time and shall result in no voice grade service disruption or degradation to the End User. In these situations, BellSouth will ensure that the newly provided facility will support a 64 kbps channel capable of supporting voice grade services. BellSouth will not guarantee that <<customer_short_name>> will be able to continue to provide any advanced services over the new facility. BellSouth will offer UVL in two different service levels - Service Level One (SL1) and Service Level Two (SL2).
 - 2.9.2.1 **[Open to CLECs]** Unbundled Voice Loop - SL1 (UVL-SL1) ~~Loops~~ ~~loops~~ are 2-wire ~~Loop~~ ~~loop~~ start circuits, will be non-designed, and will not have remote access test points. OC will be offered as a chargeable option on SL1 ~~Loops~~ ~~loops~~ when reuse of existing facilities has been requested by <<customer_short_name>>. <<customer_short_name>> may also order OC-TS when a specified conversion time is requested. OC-TS is a chargeable option for any coordinated order and is billed in addition to the OC charge. An Engineering Information (EI) document can be ordered as a chargeable option. The EI document provides Loop Make-Up (LMU) information, which is similar to the information normally provided in a Design Layout Record (DLR). Upon issuance of a non-coordinated order in the service order system, SL1 ~~Loops~~ ~~loops~~ will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type Loops for its End Users. For SL1 orders that include the OC option, BellSouth will use best efforts to notify <<customer_short_name>> within thirty (30) minutes of the completion of the physical wire work.
 - 2.9.2.1.1 **[Open to CLECs]** For an additional charge BellSouth will make available additional Loop Testing so that <<customer_short_name>> may request further

testing on new UVL-SL1 ~~Loops~~loops. Rates for additional Loop Testing are as set forth in Exhibit A of this Attachment.

2.9.2.2 Unbundled Voice Loop – SL2 (UVL-SL2) ~~Loops~~loops may be 2-wire or 4-wire circuits, shall have remote access test points, and will be designed with a DLR provided to <<customer_short_name>>. SL2 circuits can be provisioned with loop start, ground start or reverse battery signaling. OC is provided as a standard feature on SL2 ~~Loops~~loops. The OC feature will allow <<customer_short_name>> to coordinate the installation of the ~~Loop~~loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at BellSouth's discretion during normal work hours.

2.10 Unbundled Digital Loops

2.10.1 BellSouth will offer Unbundled Digital Loops (UDL). UDLs are service specific, will be designed, will be provisioned with test points (where appropriate), and will come standard with OC and a DLR. The various UDLs are intended to support a specific digital transmission scheme or service.

2.10.2 BellSouth shall make available the following UDLs as set forth below:

2.10.2.1 2-wire Unbundled ISDN Digital Loop

2.10.2.2 2-wire Unbundled ADSL Compatible Loop

2.10.2.3 2-wire Unbundled HDSL Compatible Loop

2.10.2.4 4-wire Unbundled HDSL Compatible Loop

2.10.2.5 ~~[Open to CLECs]~~ 4-wire Unbundled DS1 Digital Loop

2.10.2.6 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.10.2.7 ~~[Open to CLECs]~~ DS3 Loop

2.10.2.8 ~~[Open to CLECs]~~ STS-1 Loop

2.10.3 ~~[Open to CLECs]~~ 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, OC, and a DLR. <<customer_short_name>> 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. When ISDN Loops are provisioned using a Digital Loop Carrier (DLC) system, BellSouth will ensure that the ~~Loops~~loops are provisioned on time slots that are compatible with data-only services such as IDSL.

- 2.10.3.1 Upon the Effective Date of this Agreement, Universal Digital Channel (UDC) elements will no longer be offered by BellSouth and no new orders for UDC will be accepted. Any existing UDCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UDCs that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated at which point the Parties will coordinate the transition in a cooperative manner. <<customer_short_name>> may order an ISDN loop, if available, to provide the same functionality as the previously offered UDC product.
- 2.10.4 ~~[Open to CLECs]~~ 2-Wire ADSL-Compatible Loop. This is a designed ~~Loop-loop~~ that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18,000 feet long and may have up to 6,000 feet of bridged tap (inclusive of ~~Loop-loop~~ length). The ~~Loop-loop~~ is a 2-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.10.5 ~~[Open to CLECs]~~ 2-Wire or 4-Wire HDSL-Compatible Loop. This is a designed ~~Loop-loop that meets~~ Carrier Serving Area (CSA) specifications, may be up to 12,000 feet long and may have up to 2,500 feet of bridged tap (inclusive of ~~Loop-loop~~ length). It may be a 2-wire or 4-wire circuit and will come standard with a test point, OC, and a DLR.
- 2.10.6 ~~[Open to CLECs]~~ 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire ~~Loop~~ that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, OC, and a DLR. A DS1 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 DS1 Network Interface at the End User's location.
- 2.10.7 ~~[Open to CLECs]~~ 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire ~~Loops-loops~~ that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, OC, and a DLR.
- 2.10.8 ~~[Open to CLECs]~~ DS3 Loop. DS3 Loop is a two-point digital transmission path which provides for simultaneous two-way transmission of serial, bipolar, return-to-zero isochronous digital electrical signals at a transmission rate of 44.736 megabits per second (Mbps) that is dedicated to the use of the ordering CLEC in its provisioning of local exchange and associated exchange access services. It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated DS3 transport is a metallic-based electrical interface. DS3 Loops come with a test point and a DLR. DS3 Loops require a

Service Inquiry (SI) in order to ascertain availability. Rates are mileage sensitive and the mileage is in airline miles, rounded up and a minimum of one (1) mile applies. BellSouth TR-73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995 applies to DS3 service

- 2.10.9 ~~[Open to CLECs]~~ STS-1 Loop. STS-1 Loop is a high capacity digital transmission path with SONET VT1.5 mapping that is dedicated for the use of the ordering customer for the purpose of provisioning local exchange and associated exchange access services. It is a two-point digital transmission path that 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) DS1 channels, each of which provides the digital equivalent of twenty-four (24) analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface. STS-1 Loops come with a test point and a DLR. STS-1 Loops require a Service Inquiry (SI) in order to ascertain availability.
- 2.11 Unbundled Copper Loops (UCL)
- 2.11.1 ~~[Open to CLECs]~~ BellSouth shall make available Unbundled Copper Loops (UCLs). The UCL is a copper 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.
- 2.11.2 Unbundled Copper Loop – Designed (UCL-D)
- 2.11.2.1 ~~[Open to CLECs]~~ The UCL-D will be provisioned as a dry copper twisted pair (two (2)- or four (4)-wire) ~~loop~~ that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters).
- 2.11.2.2 A UCL-D will be 18,000 feet or less in length and 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.
- 2.11.2.3 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 <<customer_short_name>>.
- 2.11.2.4 These ~~loops~~ are not intended to support any particular services and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. This facility will include a Network Interface Device (NID)

at the customer's End User's location for the purpose of connecting the Loop-loop to the customer's End User's inside wire.

2.11.2.5 Upon the Effective Date of this Agreement, Unbundled Copper Loop – Long (UCL-L) elements will no longer be offered by BellSouth and no new orders for UCL-L will be accepted. Any existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to the Effective Date of this Agreement. Existing UCL-Ls that were provisioned prior to the Effective Date of this Agreement may remain connected, maintained and repaired according to BellSouth's TR73600 and may remain connected until such time as they are disconnected by <<customer_short_name>> or BellSouth provides ninety (90) calendar days notice that such UDC must be terminated at which point the Parties will coordinate the transition in a cooperative manner.

2.11.3 Unbundled Copper Loop – Non-Designed (UCL-ND)

2.11.3.1 [Open to CLECs] The UCL-ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame (MDF) 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 1300 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-loops less than 18,000 feet and with less than 1300 Ohms resistance, the Loop-loop will provide a voice grade transmission channel suitable for Loop-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.

2.11.3.2 The UCL-ND facilities may be mechanically assigned using BellSouth's assignment systems. Therefore, the Loop Makeup (LMU) process is not required to order and provision the UCL-ND. However, <<customer_short_name>> can request LMU for which additional charges would apply.

2.11.3.3 For an additional charge, BellSouth also will make available Loop Testing so that <<customer_short_name>> may request further testing on the UCL-ND. Rates for Loop Testing are as set forth in Exhibit A of this Attachment.

2.11.3.4 [Open to CLECs] UCL-ND Loops are not intended to support any particular service and may be utilized by <<customer_short_name>> to provide a wide-range of telecommunications services as long as those services do not adversely affect BellSouth's network. The UCL-ND will include a NID at the customer's location for the purpose of connecting the Loop-loop to the customer's inside wire.

2.11.3.5 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. OC-TS does not apply to this product.

2.11.3.6 [Open to CLECs] <<customer_short_name>> may use BellSouth's Unbundled Loop Modification (ULM) offering to remove excessive bridged taps and/or load coils from any copper ~~Loop-loop~~ within the BellSouth network. Therefore, some ~~Loops-loops~~ that would not qualify as UCL-ND could be transformed into ~~Loops~~ loops that do qualify, using the ULM process.

2.12 Unbundled Loop Modifications (Line Conditioning)

2.12.1 [Parties Disagree]

[<<customer_short_name>> Version] BellSouth shall perform line conditioning in accordance with FCC 47 C.F.R. 51.319 (a)(1)(iii). Line Conditioning is as defined in FCC 47 C.F.R. 51.319 (a)(1)(iii)(A). 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.

[BellSouth Version] Line Conditioning is defined as a ~~routine network modification~~RNM that BellSouth regularly undertakes to provide xDSL services to its own customers. This may include the removal of any device, from a copper ~~Loop-loop~~ or copper sub-loop that may diminish the capability of the ~~Loop-loop~~ or sub-loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to; load coils, low pass filters, and range extenders. 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.

2.12.2 [Parties Disagree]

[<<customer_short_name>> Version] No Section.

[BellSouth Version] BellSouth will remove load coils only on copper loops and sub loops that are less than 18,000 feet in length. BellSouth will remove load coils on copper loops and sub loops that are greater than 18,000 feet in length upon <<customer_short_name>>'s request at rates pursuant to BellSouth's Special Construction Process contained in BellSouth's FCC No. 2 as mutually agreed to by the Parties.

2.12.3 [Parties Disagree]

[Open to CLECs] [<<customer_short_name>> Version] For aAny copper loop being ordered by <<customer_short_name>> which has over 6,000 feet of

combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Line conditioning orders that require the removal of **other** bridged tap will be performed at the rates set forth in Exhibit A of this Attachment.

[BellSouth Version] ~~For a~~ Any copper loop being ordered by <<customer_short_name>> which has over 6,000 feet of combined bridged tap will be modified, upon request from <<customer_short_name>>, so that the loop will have a maximum of 6,000 feet of bridged tap. This modification will be performed at no additional charge to <<customer_short_name>>. Line conditioning orders that require the removal of bridged tap **that serves no network design purpose on a copper loop that will result in a combined level of bridged tap between 2,500 and 6,000 feet** will be performed at the rates set forth in Exhibit A of this Attachment.

2.12.4 [Parties Disagree]

[<<customer_short_name Version] No Section.

[BellSouth Version] <<customer_short_name>> may request removal of any **unnecessary and non-excessive bridged tap (bridged tap between 0 and 2,500 feet which serves no network design purpose), at rates pursuant to BellSouth's Special Construction Process contained in BellSouth's FCC No. 2 as mutually agreed to by the Parties.**

2.12.5 Rates for ULM are as set forth in Exhibit A of this Attachment.

2.12.6 [~~Open to CLECs~~] BellSouth will not modify a ~~Loop-loop~~ in such a way that it no longer meets the technical parameters of the original ~~Loop-loop~~ type (e.g., voice grade, ADSL, etc.) being ordered. If <<customer_short_name>> wants a different type of ~~Loop-loop~~ or wants the original ~~Loop-loop~~ type modified to a different ~~Loop-loop~~ type then <<customer_short_name>> must submit a new order for that type of ~~Loop-loop~~.

2.12.7 If <<customer_short_name>> requests ULM 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 ULM 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 ULM if a different loop is provisioned. For loops that require a DLR or its equivalent, BellSouth will provide LMU detail of the loop provisioned.

2.12.8 [~~Open to CLECs~~] <<customer_short_name>> shall request ~~Loop-makeup~~ information pursuant to this Attachment prior to submitting a service inquiry

and/or a LSR for the Loop-loop type that <<customer_short_name>> desires BellSouth to condition.

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

2.13 Loop Provisioning Involving Integrated Digital Loop Carriers

2.13.1 Where <<customer_short_name>> has requested an Unbundled Loop and BellSouth uses IDLC systems to provide the local service to the End User and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to <<customer_short_name>>. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will implement one of the following alternative arrangements for <<customer_short_name>> (e.g., hairpinning):

1. Roll the circuit(s) from the IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the IDLC to an existing DLC that is not integrated.
3. If capacity exists, provide "side-door" porting through the switch.
4. If capacity exists, provide "Digital Access Cross Connect System (DACS)-door" porting (if the IDLC routes through a DACS prior to integration into the switch).

2.13.2 [Open to CLECs] Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed Loops-loops such as the SLI voice grade and UCL-ND may not be ordered in these cases.

2.13.3 [Open to CLECs] If no alternate facility is available, and upon request from <<customer_short_name>>, and if agreed to by both Parties, BellSouth may utilize its Special Construction (SC) process to determine the additional costs required to provision facilities. <<customer_short_name>> will then have the option of paying the one-time SC rates to place the Loop-loop.

2.14 Network Interface Device

2.14.1 The NID is defined as any means of interconnection of the End User's customer premises wiring 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 or circuit

at the premises. Unless otherwise requested, all loops will be provisioned with the appropriate Network Interface Device (NID). The NID features two independent chambers or divisions that separate the service provider's network from the End User's customer 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.

2.14.2 BellSouth shall permit <<customer_short_name>> to connect <<customer_short_name>>'s loop facilities to the End User's customer premises wiring through the BellSouth NID or at any other technically feasible point.

2.14.3 Access to NID

2.14.3.1 <<customer_short_name>> may access the End User's customer premises wiring by any of the following means and <<customer_short_name>> shall not disturb the existing form of electrical protection and shall maintain the physical integrity of the NID:

2.14.3.1.1 **[Open to CLECs]** In Alabama, Georgia, Kentucky, South Carolina and Tennessee, BellSouth shall allow <<customer_short_name>> to connect its ~~loops~~ loops directly to BellSouth's multi-line residential NID enclosures that have spare terminations available or <<customer_short_name>> can connect to terminations that currently have loops attached to them but that are not currently used by BellSouth or any other telecommunications carrier to provide service to the premises.

In Florida, Louisiana, Mississippi and North Carolina, if no spare terminations are available, <<customer_short_name>> must connect its ~~loops~~ loops to its own NID adjoining BellSouth's multi-line residential NID.

<<customer_short_name>> can install the NID and cross connect to BellSouth's NID itself. IF <<customer_short_name>> decides to do so, <<customer_short_name>> can have BellSouth install the NID or have BellSouth install the NID and cross connect to BellSouth's NID. To have BellSouth do this installation work <<customer_short_name>> must submit a LSR. BellSouth will perform the installation and bill <<customer_short_name>> a nonrecurring charge for the NID or for the NID and cross connect.

2.14.3.1.2 **[Open to CLECs]** Where an adequate length of the End User's customer premises wiring is present and environmental conditions permit, either Party may remove the End User customer premises wiring from the other Party's NID and connect such wiring to that Party's own NID, provided that it has received the appropriate consent from the End User and has provided reasonable advanced notice to the other Party.

2.14.3.1.3 **[Open to CLECs]** Either Party may enter the subscriber access chamber or dual chamber NID enclosures for the purpose of extending a connection divided or

spliced jumper wire from the End User customer premises wiring through a suitable “punch-out” hole of such NID enclosures; or

- 2.14.3.1.4 <<customer_short_name>> may request BellSouth to make other rearrangements to the End User customer premises wiring terminations or terminal enclosure on a time and materials cost basis.
- 2.14.3.2 In no case shall either Party remove or disconnect the other Party’s loop facilities from either Party’s NIDs, enclosures, or protectors unless the applicable Commission has expressly permitted the same and the disconnecting Party provides prior notice to the other Party. In such cases, it shall be the responsibility of the Party disconnecting loop facilities to leave undisturbed the existing form of electrical protection and to maintain the physical integrity of the NID. It shall be the responsibility of the Party disconnecting loop facilities to ensure there is no safety hazard, and that ~~party~~ Party shall hold the other harmless for any liability associated with the removal of the loop facilities from the other Party’s NID. Furthermore, 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 no spare station protector exists in the NID, the disconnected loop must be appropriately cleared, capped and stored.
- 2.14.3.3 <<customer_short_name>> shall not remove or disconnect ground wires from BellSouth’s NIDs, enclosures, or protectors.
- 2.14.3.4 <<customer_short_name>> shall not remove or disconnect NID modules, protectors, or terminals from BellSouth’s NID enclosures.
- 2.14.3.5 Due to the wide variety of NID enclosures and outside plant environments, BellSouth will work with <<customer_short_name>> to develop specific procedures to establish the most effective means of implementing this Section if the procedures set forth herein do not apply to the NID in question.
- 2.14.4 Technical Requirements
- 2.14.4.1 The NID shall provide an accessible point of interconnection and shall maintain a connection to ground.
- 2.14.4.2 If an existing NID is accessed, it shall be capable of transferring electrical analog or digital signals between the End User’s customer premises and the distribution media and/or cross connect to <<customer_short_name>>’s NID.
- 2.14.4.3 [Open to CLECs] Existing BellSouth NIDs will be provided in working condition. Where such NID is not functioning properly, BellSouth shall repair the NID at BellSouth’s expense. <<customer_short_name>> may request BellSouth to do additional work to the NID, including relocating the NID and extending

associated distribution plant and inside wiring/UNTW, as appropriate, to that new location, on a time and material basis, except where BellSouth does not charge its retail customers to perform the same functions. When <<customer_short_name>> deploys its own local ~~Loops~~ loops in a multiple-line termination device, <<customer_short_name>> shall specify the quantity of NID connections that it requires within such device.

2.14.4.4 The NID shall be equal to or better than all requirements for NIDs set forth in the applicable industry standard technical requirements.

2.15 Sub-loop Elements

2.15.1 ~~[Open to CLECs]~~ Where facilities permit, BellSouth shall offer access to its Unbundled Sub-~~L~~loop (USL) elements in accordance with FCC C.F.R. 51.319 (b).

2.16 ~~[Open to CLECs]~~ Unbundled Sub-~~L~~loop Distribution

2.16.1 ~~[Open to CLECs]~~ The Unbundled Sub-~~L~~loop Distribution facility is a dedicated transmission facility that BellSouth provides from an End User's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) 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. BellSouth will make available the following sub-loop distribution offerings where facilities exist:

Unbundled Sub-~~L~~loop Distribution – Voice Grade

Unbundled Copper Sub-~~L~~loop

Unbundled Sub-~~L~~loop Distribution – Intrabuilding Network Cable (aka riser cable)

2.16.1.1 ~~[Open to CLECs]~~ Unbundled Sub-~~L~~loop Distribution – Voice Grade (USLD-VG) is a copper sub-loop facility from the cross-box in the field up to and including the point of demarcation at the End User's premises and may have load coils.

2.16.1.2 ~~[Open to CLECs]~~ Unbundled Copper Sub-~~L~~loop (UCSL) is a copper facility of any length provided from the cross-box in the field up to and including the End User's point of demarcation. If available, this facility will not have any intervening equipment such as load coils between the End User and the cross-box.

2.16.1.2.1 ~~[Open to CLECs]~~ If <<customer_short_name>> requests a UCSL and it is not available, <<customer_short_name>> may request the copper Sub~~sub~~-~~L~~loop facility be modified pursuant to the ULM process to remove load coils and/or excessive bridged taps. If load coils and/or excessive bridged taps are removed, the facility will be classified as a UCSL.

- 2.16.1.3 [Open to CLECs] Unbundled Sub-Loop Distribution – Intrabuilding Network Cable (USLD-INC) is the distribution facility owned or controlled by BellSouth inside a building or between buildings on the same property that is not separated by a public street or road. USLD-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.
- 2.16.1.3.1 Upon request for USLD-INC from <<customer_short_name>>, BellSouth will install a cross-connect panel in the building equipment room for the purpose of accessing USLD-INC pairs from a building equipment room. The cross-connect panel will function as a single point of interconnection (SPOI) for USLD-INC and will be accessible by multiple carriers as space permits. BellSouth will place cross-connect blocks in 25-pair increments for <<customer_short_name>>’s use on this cross-connect panel. <<customer_short_name>> will be responsible for connecting its facilities to the 25-pair cross-connect block(s).
- 2.16.1.4 For access to Voice Grade USLD and UCSL, <<customer_short_name>> shall install a cable to the BellSouth cross-box pursuant to the terms and conditions for physical collocation for remote sites set forth in this Agreement. This cable would be connected by a BellSouth technician within the BellSouth cross-box during the set-up process. <<customer_short_name>>’s cable pairs can then be connected to BellSouth’s USL within the BellSouth cross-box by the BellSouth technician.
- 2.16.1.5 [Open to CLECs] Through the SI process, BellSouth will determine whether access to Unbundled Sub-Loops at the location requested by <<customer_short_name>> is technically feasible and whether sufficient capacity exists in the cross-box. If existing capacity is sufficient to meet <<customer_short_name>>’s request, then BellSouth will perform the site set-up as described in the CLEC Information Package, located at the website address: <http://www.interconnection.bellsouth.com/products/html/unes.html>.
- 2.16.1.6 The site set-up must be completed before <<customer_short_name>> can order sub-loop pairs. For the site set-up in a BellSouth cross-connect box in the field, BellSouth will perform the necessary work to splice <<customer_short_name>>’s cable into the cross-connect box. For the site 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.
- 2.16.1.7 [Open to CLECs] Once the site set-up is complete, <<customer_short_name>> will request sub-loop pairs through submission of a LSR form to the Local Carrier Service Center (LCSC). OC is required with USL pair provisioning when <<customer_short_name>> requests reuse of an existing facility, and the Order Coordination OC charge shall be billed in addition to the USL pair rate. For

expedite requests by <<customer_short_name>> for sub-loop pairs, expedite charges will apply for intervals less than five (5) calendar days.

- 2.16.1.8 ~~[Open to CLECs]~~ Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.
- 2.16.2 Unbundled Network Terminating Wire (UNTW)
- 2.16.2.1 ~~[Open to CLECs]~~ UNTW is unshielded twisted copper wiring that is used to extend circuits from an intra-building network cable terminal or from a building entrance terminal to an individual End User's point of demarcation. It is the final portion of the ~~Loop-loop~~ that in multi-subscriber configurations represents the point at which the network branches out to serve individual subscribers.
- 2.16.2.2 BellSouth will provide this element in Multi-Dwelling Units (MDUs) and/or Multi-Tenants Units (MTUs) where BellSouth owns, controls or leases, but only to the extent that BellSouth has control by virtue of such lease, wiring all the way to the End Users' premises. BellSouth shall use commercially reasonable efforts to obtain the right to permit <<customer_short_name>> to access the UNTW.
- 2.16.2.3 Requirements
- 2.16.2.3.1 On a multi-unit premises, upon request of <<customer_short_name>>, BellSouth 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.
- 2.16.2.3.2 Except as otherwise required in this Attachment or as necessary for BellSouth to perform its obligations under Section 2.16.2.3.1, BellSouth shall not be required to install new or additional UNTW beyond existing UNTW to provision the services of <<customer_short_name>>.
- 2.16.2.3.3 Upon receipt of the UNTW SI requesting access to BellSouth's UNTW pairs at 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 installation and location of the Access Terminals. By request of <<customer_short_name>>, an Access Terminal will be installed either adjacent to each of BellSouth's Garden Terminal or inside each Wiring Closet. <<customer_short_name>> will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. <<customer_short_name>> may access any available pair on an Access Terminal. A pair is available when a pair is not being utilized to provide service or where the End User has requested a change in its local service provider to <<customer_short_name>> on that pair. Prior to connecting <<customer_short_name>>'s service on a pair previously used by BellSouth, <<customer_short_name>> will use commercially reasonable efforts to ensure the End User is no longer using BellSouth's service or another CLEC's service on that pair before accessing UNTW pairs.

- 2.16.2.3.4 Access Terminal installation intervals will be established on an individual case basis.
- 2.16.2.3.5 <<customer_short_name>> is responsible for obtaining the property owner's permission for BellSouth to install an Access Terminal(s) on behalf of <<customer_short_name>>. The submission of the SI by <<customer_short_name>> will serve as certification by <<customer_short_name>> that such permission has been obtained. If the property owner objects to Access Terminal installations that are in progress or within thirty (30) calendar days after completion and demands removal of Access Terminals, <<customer_short_name>> will be responsible for costs associated with removing Access Terminals and restoring the property to its original state prior to Access Terminals being installed.
- 2.16.2.3.6 <<customer_short_name>> shall indemnify and hold harmless BellSouth against any claims of any kind that may arise out of <<customer_short_name>>'s failure to obtain the property owner's permission.
- 2.16.2.3.7 <<customer_short_name>> will be billed for nonrecurring and recurring charges for accessing UNTW pairs at the time <<customer_short_name>> activates the pair(s). <<customer_short_name>> will notify BellSouth within five (5) business days of activating UNTW pairs using the LSR form.
- 2.16.2.3.8 If a trouble exists on a UNTW pair, <<customer_short_name>> may use an alternate spare pair that serves that End User if a spare pair is available. In such cases, <<customer_short_name>> will re-terminate its existing jumper from the defective pair to the spare pair. Alternatively, <<customer_short_name>> will isolate and report troubles to BellSouth. In such cases, <<customer_short_name>> must tag the UNTW pair that requires repair. If BellSouth dispatches a technician on a reported trouble call and no UNTW trouble is found, BellSouth will charge <<customer_short_name>> for time spent on the dispatch and testing the UNTW pair(s).
- 2.16.2.3.9 If <<customer_short_name>> initiates the Access Terminal installation and <<customer_short_name>> has not activated at least ten (10) percent of the capacity of the Access Terminal installed pursuant to <<customer_short_name>>'s request for an Access Terminal within six (6) months of installation of the Access Terminal, BellSouth will bill <<customer_short_name>> a nonrecurring charge equal to the actual cost of provisioning the Access Terminal. Once <<customer_short_name>> has activated at least ten (10) percent of the capacity of the Access Terminal within six (6) months of installation of the Access Terminal, <<customer_short_name>> will not be billed for the placement of the Access Terminal even if the percentage of activated pairs drops at a later time below ten (10) percent or is completely deactivated.

2.16.2.3.10 If BellSouth determines that <<customer_short_name>> is using the UNTW pairs without reporting the activation of the pairs, <<customer_short_name>> will be billed for the use of that pair back to the date the End User began receiving service from the <<customer_short_name>> at that location. Upon request, <<customer_short_name>> will provide copies of its redacted billing record or installation order with sufficient information to substantiate such date. If <<customer_short_name>> fails to provide such records, then BellSouth will bill <<customer_short_name>> back to the date of the Access Terminal installation.

2.16.3 [Open to CLECs] Unbundled Sub-Loop Feeder

2.16.3.1 [Open to CLECs] Upon the Effective Date of this Agreement, Unbundled Sub-Loop Feeder (USLF) elements will no longer be offered by BellSouth at TELRIC prices. Within ninety (90) calendar days of the Effective Date of this Agreement, <<customer_short_name>> will either negotiate market-based rates for these elements or will issue orders to have these elements disconnected. If, after this ninety (90) day period, market-based rates have not been negotiated and <<customer_short_name>> has not issued the appropriate disconnect orders, BellSouth may immediately disconnect any remaining USLF elements and will bill <<customer_short_name>> any applicable disconnect charges at rates set forth in Exhibit A of this Attachment.

2.16.4 Unbundled Loop Concentration

2.16.4.1 Upon the Effective Date of this Agreement, the Unbundled Loop Concentration (ULC) element will no longer be offered by BellSouth and no new orders for ULC will be accepted. Any existing ULCs that were provisioned prior to the Effective Date of this Agreement will be grandfathered at the rates set forth in the Parties' interconnection agreement that was in effect immediately prior to this Agreement and may remain connected, maintained and repaired according to BellSouth's TR73600 until such time as they are disconnected by <<customer_short_name>>, or BellSouth provides ninety (90) calendar days notice that such ULC must be terminated at which point the Parties will coordinate the transition in a cooperative manner.

2.17 [Open to CLECs] Dark Fiber Loop

2.17.1 [Open to CLECs] Dark Fiber Loop is defined in Section 2.3.3 above. BellSouth will provide line termination elements at both ends but will not provide regeneration or other electronics necessary for <<customer_short_name>> to utilize Dark Fiber Loops.

2.17.2 [Open to CLECs] Requirements

2.17.3.1 [Open to CLECs] BellSouth shall make available Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. Dark Fiber Loop will not be deemed available if: (1) it is

used by BellSouth 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 of transmission problems or 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 planning period. BellSouth is not required to place the fiber for Dark Fiber Loop if none is available.

- 2.17.3.2 [Open to CLECs] <<customer_short_name>> may test the quality of the Dark Fiber to determine its usability and performance specifications.
- 2.17.3.3 [Open to CLECs] <<customer_short_name>> may test Dark Fiber obtained from BellSouth using CLEC or CLEC designated personnel. BellSouth shall provide appropriate interfaces to allow access to Dark Fiber at <<customer_short_name>>'s Serving Wire Center and at <<customer_short_name>>'s End Users premises.
- 2.17.3.4 [Open to CLECs] BellSouth shall use commercially reasonable efforts to provide to <<customer_short_name>> information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a SI from <<customer_short_name>>. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation"). If the requested Dark Fiber Loop is available, BellSouth shall use commercially reasonable efforts to provision the Dark Fiber Loop to <<customer_short_name>> within twenty (20) business days after <<customer_short_name>> submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable <<customer_short_name>> to connect <<customer_short_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop.
- 2.17.3.5 [Open to CLECs] BellSouth shall provide access to Dark Fiber Loop for test access and testing at the termination point (demarcation) within <<customer_short_name>>'s Serving Wire Center and at <<customer_short_name>>'s End User's premises. For maintenance troubles after acceptance of the Dark Fiber, <<customer_short_name>> should use the normal trouble reporting process and BellSouth will isolate and correct the problem.
- 2.17.3.6 [Open to CLECs] If requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at <<customer_short_name>>'s request subject to time and materials charges.

- 2.18 Loop Makeup
- 2.18.1 Description of Service

2.18.1.1 ~~[Open to CLECs]~~ BellSouth shall make available to <<customer_short_name>> LMU information so that <<customer_short_name>> can make an independent judgment about whether the ~~Loop-loop~~ is capable of supporting the advanced services equipment <<customer_short_name>> intends to install and the services <<customer_short_name>> wishes to provide. This Section addresses LMU as a preordering transaction, distinct from <<customer_short_name>> ordering any other service(s). Loop Makeup Service Inquiries (LMUSI) and mechanized LMU queries are likewise unique from other preordering functions with associated SIs as described in this Agreement.

2.18.1.2 ~~[Open to CLECs]~~ BellSouth will provide <<customer_short_name>> LMU information consisting of the composition of the ~~Loop-loop~~ material (copper/fiber); the existence, location and type of equipment on the ~~Loop-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-loop~~ length; the wire gauge and electrical parameters.

2.18.1.3 BellSouth's LMU information is provided to <<customer_short_name>> 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, but BellSouth shall provide to <<customer_short_name>> the same information that it would provide to itself.

2.18.1.4 ~~[Parties Disagree]~~

~~<<customer_short_name>> Version]~~ No Section.

~~[BellSouth Version]~~ **BellSouth's provisioning of LMU information to the requesting CLEC for facilities is contingent upon either BellSouth or the requesting CLEC controlling the ~~Looploop(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 used or controlled by another CLEC unless BellSouth receives a Letter of Authorization (LOA) from the voice CLEC (owner) or its authorized agent on the LMUSI submitted by the requesting CLEC.**

2.18.1.5 ~~[Open to CLECs]~~ <<customer_short_name>> 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-loop~~ as long as that equipment does not disrupt other services on the BellSouth network. The determination shall be made solely by <<customer_short_name>> and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said ~~Looploop~~. The specific ~~Loop-loop~~ type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the ~~Loop-loop~~ reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee <<customer_short_name>>'s ability to provide advanced data services over the ordered ~~Loop-loop~~ type. Further, if <<customer_short_name>>

orders Loop-loops that do not require a specific facility medium or Loop-loops that are not intended to support advanced services (such as UVL-SL1, UVL-SL2) and that are not inventoried as advanced services Loop-loops, the LMU information for such Loop-loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network.

<<customer_short_name>> is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the Loop loop type ordered.

2.18.2 Submitting Loop Makeup Service Inquiries

2.18.2.1 **[Open to CLECs]** <<customer_short_name>> may obtain LMU information by submitting a mechanized LMU query or a Manual LMUSI. Mechanized LMUs should be submitted through BellSouth's OSS interfaces. After obtaining the Loop-loop information from the mechanized LMU process, if <<customer_short_name>> needs further Loop-loop information in order to determine Loop-loop service capability, <<customer_short_name>> may initiate a separate Manual Service Inquiry for a separate nonrecurring charge as set forth in Exhibit A of this Attachment.

2.18.2.2 Manual LMUSIs shall be submitted according to the guidelines in the LMU CLEC Information Package available at <http://interconnection.bellsouth.com/guides/html/unes.html>. The service interval for the return of a Manual LMUSI is three (3) business days. Manual LMUSIs are not subject to expedite requests. This service interval is distinct from the interval applied to the subsequent service order.

2.18.3 Loop Reservations

2.18.3.1 **[Open to CLECs]** For a Mechanized LMUSI, <<customer_short_name>> may reserve up to ten (10) Loop-loop facilities. For a Manual LMUSI, <<customer_short_name>> may reserve up to three (3) Loop-loop facilities.

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

2.18.3.3 Charges for preordering Manual LMUSI or Mechanized LMU are separate from any charges associated with ordering other services from BellSouth.

- 2.18.3.4 **[Open to CLECs]** All LSRs issued for reserved facilities shall reference the facility reservation number as provided by BellSouth.
<<customer_short_name>> will not be billed any additional LMU charges for the ~~Loop-loop~~ ordered on such LSR. If, however, <<customer_short_name>> does not reserve facilities upon an initial LMUSI, <<customer_short_name>>'s placement of an order for an advanced data service type facility will incur the appropriate billing charges to include SI and reservation per Exhibit A of this Attachment.
- 2.18.3.5 **[Open to CLECs]** Where <<customer_short_name>> has reserved multiple ~~Loop-loop facilities~~ on a single reservation, <<customer_short_name>> may not specify which facility shall be provisioned when submitting the LSR. For those occasions, BellSouth will assign to <<customer_short_name>>, subject to availability, a facility that meets the BellSouth technical standards of the BellSouth type ~~Loop-loop~~ as ordered by <<customer_short_name>>.
- 3 **[Open to CLECs] Line Sharing [BellSouth currently has no line sharing arrangements with any of these CLECs]**
- 3.1 **[Open to CLECs]** General
- 3.1.1 **[Open to CLECs]** Line Sharing is defined as the process by which <<customer_short_name>> provides digital subscriber line service over the same copper loop that BellSouth uses to provide voice service, with BellSouth using the low frequency portion of the loop and <<customer_short_name>> using the high frequency spectrum (as defined below) of the loop.
- 3.1.2 **[Open to CLECs]** Line Sharing arrangements in service as of October 1, 2003, will be grandfathered until such End User cancels or otherwise discontinues its subscription to the DSL service of <<customer_short_name>>, or its successor or its assign. Grandfathered arrangements pursuant to this Section will be billed at the rates set forth in Exhibit A of this Attachment.
- 3.1.3 **[Open to CLECs]** For the period from October 2, 2003, through October 1, 2004, <<customer_short_name>> may request new Line Sharing arrangements. For Line Sharing arrangements placed in service between October 2, 2003, and October 1, 2004, the rates will be as set forth in Exhibit A of this Attachment. After October 1, 2004, <<customer_short_name>> may not request new Line Sharing arrangements under the terms of this Agreement.
- 3.1.4 **[Open to CLECs]** The rates set forth herein will be applied retroactively back to the date set forth in the Triennial Review Order.
- 3.1.5 **[Open to CLECs]** As of the earlier of October 2, 2006, or the date that the End User cancels or otherwise discontinues its subscription to the DSL service with <<customer_short_name>>, its successors or its assign, all Line Sharing

arrangements pursuant to Section 2.21.1.3 above of this Attachment shall be terminated.

- 3.1.6 **[Open to CLECs]** The High Frequency Spectrum is defined as the frequency range on a copper Loop above the range that carries analog circuit-switched voice transmissions. Access to the High Frequency Spectrum is intended to allow <<customer_short_name>> the ability to provide Digital Subscriber Line (xDSL) data services to the End User for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL complying with Spectrum Management Class 5 of ANSI T1.417, American National Standard for Telecommunications, Spectrum Management for Loop Transmission Systems. BellSouth will continue to have access to the low frequency portion of the Loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. <<customer_short_name>> shall only use xDSL technology that is within the PSD mask for Spectrum Management Class 5 as found in the above-mentioned document.
- 3.1.7 **[Open to CLECs]** Access to the High Frequency Spectrum requires an unloaded, 2-wire copper Loop. An unloaded Loop is a copper Loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601.
- 3.1.8 **[Open to CLECs]** When ordering line sharing, BellSouth will provide Loop Modification to <<customer_short_name>> on an existing Loop in accordance with procedures as specified in Section 2.12 above. High Frequency Spectrum Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.12 above. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: http://www.interconnection.bellsouth.com/guides/unedoes/hi_freq_sp_ulm.pdf. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.
- 3.1.9 **[Open to CLECs]** Where <<customer_short_name>> is seeking access to the high frequency portion of a copper loop or copper subloop pursuant to paragraphs (a) and (b) of FCC Rule 51.319 and BellSouth claims that conditioning that loop or subloop will significantly degrade, as defined in FCC Rule 51.233, the voiceband services that BellSouth is currently providing over that loop or subloop, BellSouth must either: (1) Locate another copper loop or copper subloop that has been or can be conditioned, migrate BellSouth's voiceband service to that loop or subloop, and provide <<customer_short_name>> with access to the high frequency portion of that alternative loop or subloop; or (2) Make a showing to the Commission that the original copper loop or copper subloop cannot be conditioned without significantly degrading voiceband services on that loop or subloop, as defined in FCC Rule 51.233, and that there is no adjacent or alternative copper loop or copper subloop available that can be conditioned or to

<p>which the End User's voiceband service can be moved to enable line sharing. If, after evaluating BellSouth's showing under paragraph FCC Rule 51.319 (a)(1)(iii)(D)(2), the Commission concludes that a copper loop or copper subloop cannot be conditioned without significantly degrading the voiceband service; BellSouth cannot then or subsequently condition that loop or subloop to provide advanced services to its own customers without first making available to any requesting telecommunications carrier the high frequency portion of the newly conditioned loop or subloop.</p>	<p>3.1.10</p>
<p>[Open to CLECS] Line Sharing shall only be available on loops on which BellSouth is also providing, and continues to provide, analog voice service directly to the End User. In the event the End User terminates its BellSouth provided voice service for any reason, or in the event BellSouth disconnects the End User's voice service pursuant to its tariffs or applicable law, and <<customer_short_name>> desires to continue providing xDSL service on such Loop, <<customer_short_name>> shall be required to purchase a full stand-alone Loop UPE or establish a Line Splitting arrangement with another LEC. To the extent commercially practicable, BellSouth shall give <<customer_short_name>> notice in a reasonable time prior to disconnect, which notice shall give <<customer_short_name>> an adequate opportunity to notify BellSouth of its intent to purchase such Loop. In those cases in which BellSouth no longer provides voice service to the End User and <<customer_short_name>> purchases the full stand alone Loop, <<customer_short_name>> may elect the type of Loop it will purchase. <<customer_short_name>> will pay the appropriate recurring and nonrecurring rates for such Loop as set forth in Exhibit A of this Attachment.</p>	<p>3.1.11</p>
<p>[Open to CLECS] If <<customer_short_name>> reports a trouble on the High Frequency Spectrum of a Loop and no trouble actually exists on the BellSouth portion, BellSouth will charge <<customer_short_name>> for any dispatching and testing (both inside and outside the CO) required by BellSouth in order to confirm the working status. The rates charged for no trouble found (NTF) shall be as set forth in Exhibit A of this Attachment.</p>	<p>3.1.12</p>
<p>[Open to CLECS] Only one CLEC shall be permitted unbundled access to the High Frequency Spectrum of any particular Loop.</p>	<p>3.2</p>
<p>[Open to CLECS] Provisioning of Line Sharing and Splitter Space</p>	<p>3.2.1</p>
<p>[Open to CLECS] BellSouth will provide <<customer_short_name>> with access to the High Frequency Spectrum as follows:</p>	<p>3.2.1.1</p>
<p>[Open to CLECS] To order High Frequency Spectrum on a particular Loop, <<customer_short_name>> must have a Digital Subscriber Line Access Multiplexer (DSLAM) collocated in the central office that serves the End User of such Loop.</p>	

- 3.2.1.2 **[Open to CLECs]** <<customer_short_name>> may provide its own splitters or may order splitters in a central office once it has installed its DSLAM in that central office. BellSouth will install splitters within thirty six (36) calendar days of <<customer_short_name>>'s submission of an error-free Line Splitter Ordering Document (LSOD) to the BellSouth Complex Resale Support Group.
- 3.2.1.3 **[Open to CLECs]** Once a splitter is installed on behalf of <<customer_short_name>> in a central office in which <<customer_short_name>> is located, <<customer_short_name>> shall be entitled to order the High Frequency Spectrum on lines served out of that central office. BellSouth will bill and <<customer_short_name>> shall pay the electronic or manual ordering charges as applicable when <<customer_short_name>> orders High Frequency Spectrum for End User service.
- 3.2.1.4 **[Open to CLECs]** BellSouth shall test the data portion of the Loop to ensure the continuity of the wiring for <<customer_short_name>>'s data.
- 3.3 **[Open to CLECs]** BellSouth Provided Splitter—Line Sharing
- 3.3.1 **[Open to CLECs]** BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide <<customer_short_name>> access to data ports on the splitter. The splitter will route the High Frequency Spectrum on the circuit to <<customer_short_name>>'s xDSL equipment in <<customer_short_name>>'s collocation space. At least thirty (30) calendar days before making a change in splitter suppliers, BellSouth will provide <<customer_short_name>> with a carrier notification letter, informing <<customer_short_name>> of change. <<customer_short_name>> shall purchase ports on the splitter in increments of eight (8), twenty-four (24), or ninety-six (96) ports in Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina and South Carolina. <<customer_short_name>> shall purchase ports on the splitter in increments of twenty-four (24) or ninety-six (96) ports in Tennessee.
- 3.3.2 **[Open to CLECs]** BellSouth will install the splitter in (i) a common area close to <<customer_short_name>>'s collocation area, if possible; or (ii) in a BellSouth relay rack as close to <<customer_short_name>>'s DS0 termination point as possible. <<customer_short_name>> shall have access to the splitter for test purposes, regardless of where the splitter is placed in the BellSouth premises. 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. A Termination Point is defined as the point of termination for <<customer_short_name>> on the main distributing frame in the central office and is not the demarcation point set forth in Attachment 4 of this Agreement. BellSouth will cross connect the splitter data ports to a specified <<customer_short_name>> DS0 at such time that a <<customer_short_name>> End User's service is established.

- 3.4 **[Open to CLECs]** CLEC Provided Splitter—Line Sharing
- 3.4.1 **[Open to CLECs]** <<customer_short_name>> may at its option purchase, install and maintain central office POTS splitters in its collocation arrangements. <<customer_short_name>> 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.
- 3.4.2 **[Open to CLECs]** Any splitters installed by <<customer_short_name>> in its collocation arrangement shall comply with ANSI T1.413, Annex E splitter Standards. <<customer_short_name>> may install any splitters that BellSouth deploys or permits to be deployed for itself or any BellSouth affiliate.
- 3.5 **[Open to CLECs]** Ordering—Line Sharing
- 3.5.1 **[Open to CLECs]** <<customer_short_name>> shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation Connecting Facility Assignments (CFA) for use with High Frequency Spectrum.
- 3.5.2 **[Open to CLECs]** BellSouth will provide <<customer_short_name>> the LSR format to be used when ordering the High Frequency Spectrum.
- 3.5.3 **[Open to CLECs]** BellSouth will provision High Frequency Spectrum in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.
- 3.5.4 **[Open to CLECs]** BellSouth will provide <<customer_short_name>> access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_short_name>> shall pay the rates for such services, as described in Exhibit A of this Attachment.
- 3.6 **[Open to CLECs]** Maintenance and Repair—Line Sharing
- 3.6.1 **[Open to CLECs]** <<customer_short_name>> shall have access for repair and maintenance purposes to any Loop for which it has access to the High Frequency Spectrum. If <<customer_short_name>> is using a BellSouth-owned splitter, <<customer_short_name>> may access the Loop at the point where the combined voice and data signal exits the central office splitter via a bantam test jack. If <<customer_short_name>> provides its own splitter, it may test from the collocation space or the Termination Point.
- 3.6.2 **[Open to CLECs]** BellSouth will be responsible for repairing voice services and the physical line between the NID at the customer's premises and the Termination Point. <<customer_short_name>> will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

- 3.6.3 [Open to CLECs] <<customer_short_name>> shall inform its End Users to direct data problems to <<customer_short_name>>, unless both voice and data services are impaired, in which event the End Users should call BellSouth.
- 3.6.4 [Open to CLECs] Once a Party has isolated a trouble to the other Party's portion of the Loop, the Party isolating the trouble shall notify the End User that the trouble is on the other Party's portion of the Loop.
- 3.6.5 [Open to CLECs] When BellSouth receives a voice trouble and isolates the trouble to the physical collocation arrangement belonging to <<customer_short_name>>, BellSouth will notify <<customer_short_name>>. <<customer_short_name>> will provide at least one (1) but no more than two (2) verbal CFA pair changes to BellSouth in an attempt to resolve the voice trouble. In the event a CFA pair change resolves the voice trouble, <<customer_short_name>> will provide BellSouth an LSR with the new CFA pair information within twenty four (24) hours (excluding Saturdays, Sundays and Holidays) of receiving notification from BellSouth of such resolution. If <<customer_short_name>> fails to respond to a BellSouth request for verbal CFA pair changes within twenty four (24) hours (excluding Saturdays, Sundays and Holidays) of <<customer_short_name>>'s Maintenance Service Center receiving notification from BellSouth, BellSouth may suspend <<customer_short_name>>'s access to the High Frequency Spectrum on such Loop
- 3.7 Line Splitting
- 3.7.1 [Open to CLECs] Line Splitting shall mean that a provider of data services (a Data LEC) and a provider of voice services (a Voice CLEC) 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. BellSouth will provide Line splitting in accordance with FCC 47 C.F.R. 51.319 (a)(1)(ii).
- 3.7.2 In the event <<customer_short_name>> provides its own switching or obtains switching from a third party, <<customer_short_name>> may engage in line splitting arrangements with another LEC using a splitter, provided by <<customer_short_name>>, in a Collocation Arrangement at the central office where the loop terminates into a distribution frame or its equivalent.
- 3.7.3 Where <<customer_short_name>> is purchasing a UNE-port and a UNE-loop, BellSouth shall offer line splitting pursuant to the following Sections in this Attachment.
- 3.7.4 [Open to CLECs] <<customer_short_name>> shall provide BellSouth with a signed LOA between it and the Data LEC or Voice LEC with which it desires to provision Line Splitting services, if <<customer short name>> will not provide voice and data services.

- 3.7.5 End Users currently receiving voice service from a Voice LEC through a UNE-P may be converted to Line Splitting arrangements by <<customer_short_name>> or its authorized agent ordering Line Splitting Service. If the CLEC wishes to provide the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, a UNE port, two collocation cross connects and the high frequency spectrum line activation. If BellSouth owns the splitter, the UNE-P arrangement will be converted to a stand-alone UNE Loop, port, and one collocation cross connection.
- 3.7.6 [Open to CLECs] When End Users on ~~Loops-loops~~ using High Frequency Spectrum CO Based line sharing service are converted to Line Splitting, BellSouth will discontinue billing <<customer_short_name>> for the High Frequency Spectrum. BellSouth will continue to bill the Data LEC for all associated splitter charges if the Data LEC continues to use a BellSouth splitter. It is the responsibility of <<customer_short_name>> or its authorized agent to determine if the ~~Loop-loop~~ is compatible for Line Splitting Service. <<customer_short_name>> or its authorized agent may use the existing ~~Loop loop~~ unless it is not compatible with the Data LEC's data service and <<customer_short_name>> or its authorized agent submits an LSR to BellSouth to change the ~~Looploop~~.
- 3.8 Provisioning Line Splitting and Splitter Space
- 3.8.1 [Open to CLECs] The Data LEC, Voice LEC or BellSouth may provide the splitter. When <<customer_short_name>> 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. The ~~Loop-loop~~ and port cannot be a ~~Loop loop~~ and port combination (i.e., UNE-P), but must be individual stand-alone Network Elements. When BellSouth owns the splitter, Line Splitting requires the following: a non designed analog ~~Loop-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.
- 3.8.2 [Open to CLECs] An unloaded 2-wire copper ~~Loop-loop~~ must serve the End User. The meet point for the Voice LEC and the Data LEC is the point of termination on the MDF for the Data LEC's cable and pairs.
- 3.8.3 The foregoing procedures are applicable to migration to Line Splitting Service from a UNE-P arrangement, BellSouth Retail Voice Service, BellSouth High Frequency Spectrum (CO Based) Line Sharing.
- 3.8.4 [Open to CLECs] For other migration scenarios to line splitting, BellSouth will work cooperatively with CLECs to develop methods and procedures to develop a

process whereby a Voice CLEC and a Data LEC may provide services over the same Looploop.

3.9 Ordering – Line Splitting

3.9.1 <<customer_short_name>> shall use BellSouth's LSOD to order splitters from BellSouth and to activate and deactivate DS0 Collocation CFA for use with Line Splitting.

3.9.2 BellSouth shall provide <<customer_short_name>> the LSR format to be used when ordering Line Splitting service.

3.9.3 BellSouth will provision Line Splitting service in compliance with BellSouth's Products and Services Interval Guide available at the website at <http://www.interconnection.bellsouth.com>.

3.9.4 BellSouth will provide <<customer_short_name>> access to Preordering LMU in accordance with the terms of this Agreement. BellSouth shall bill and <<customer_short_name>> shall pay the rates for such services as described in Exhibit A of this Attachment.

3.9.5 ~~[Open to CLECs]~~ When ordering Line Splitting, BellSouth will provide Loop Modification to <<customer_short_name>> on an existing Looploop in accordance with procedures developed in the Line Sharing Collaborative as specified in Section 2.12 above. High Frequency Spectrum (CO Based) Unbundled Loop Modification is a separate distinct service from Unbundled Loop Modification set forth in Section 2.12 above. Procedures for High Frequency Spectrum (CO Based) Unbundled Loop Modification may be found on the web at: http://www.interconnection.bellsouth.com/guides/unedocs/hi_freq_sp_ulm.pdf. Nonrecurring rates for this offering are as set forth in Exhibit A of this Attachment.

3.10 Maintenance – Line Splitting

3.10.1 BellSouth will be responsible for repairing voice services and the physical loop between the NID at the customer's premises and the termination point. <<customer_short_name>> will be responsible for maintaining the voice and data services. Each Party will be responsible for maintaining its own equipment.

3.10.2 <<customer_short_name>> shall inform its End Users to direct all problems to <<customer_short_name>> or its authorized agent.

3.10.3 <<customer_short_name>> 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 proximately arising out of or resulting from actions taken by the data provider or <<customer_short_name>> in connection with the line splitting arrangement,

except to the extent caused by BellSouth's negligence, gross negligence or willful misconduct.

3.10.4 [Parties Disagree]

~~[[<<customer_short_name>> Version]~~ In cases where <<customer_short_name>> purchases UNEs from BellSouth, BellSouth shall not refuse to provide DSL transport or DSL services (of any kind) to <<customer_short_name>> and its End Users, unless BellSouth has been expressly permitted to do so by the Commission. Where BellSouth provides such transport or services to <<customer_short_name>> and its End Users, BellSouth shall do so without charge until such time as it produces an amendment proposal and the Parties amend this Agreement to incorporate terms that are no less favorable, in any respect, than the rates, terms and conditions pursuant to which BellSouth provides such transport and services to any other entity.

[BellSouth Version] To the extent required by and consistent with Applicable Law, BellSouth shall provide its retail DSL service offering to <<customer_short_name>>, for use with UNE-P or loops provisioned pursuant to this Agreement, pursuant to separately negotiated rates, terms and conditions in a non-discriminatory manner. Notwithstanding the foregoing, BellSouth shall not provide its retail DSL service offering to <<customer_short_name>> over the same loop provisioned to <<customer_short_name>>, except as agreed to by the Parties or as otherwise set forth herein.

4 ~~[Open to CLECs]~~ Local Switching

4.1 ~~[Open to CLECs]~~ BellSouth shall provide non-discriminatory access to local circuit switching capability and local tandem switching capability in accordance with FCC Rule 51.319 (d).

4.2 ~~[Open to CLECs]~~ Local Circuit Switching Capability, including Tandem Switching Capability

4.2.1 ~~[Open to CLECs]~~ Local circuit switching capability is defined as all line-side and trunk-side facilities, plus the features, functions, and capabilities of the switch. The features, functions, and capabilities of the switch shall include the basic switching function of connecting lines to lines, lines to trunks, trunks to lines, and trunks to trunks. Local circuit switching includes all vertical features that the switch is capable of providing, including custom calling, custom local area signaling service features, and Centrex, as well as any technically feasible customized routing functions. In addition, the features, functions, and capabilities of the local circuit switching UNE also include the same basic capabilities that are available to BellSouth's customers, such as telephone number, directory listing,

dial tone, signaling, and access to 911, and, in association with the provision by BellSouth of the local circuit switching UNE, operator services, directory assistance and call related databases (via signaling). Switch routing tables are included as a function of the switch.

- 4.2.2 **[Open to CLECs]** Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for <<customer_short_name>> for a particular End User when <<customer_short_name>>: (1) serves such End User with four (4) or more voice-grade (DS0) equivalents or lines served by BellSouth in Zone 1 of one (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 such End User with a DS1 or higher capacity Loop in any service area covered by this Agreement. To the extent that <<customer_short_name>> is serving any End User as described in (2) above as of the Effective Date of this Agreement, such End User's arrangements may not remain in place any longer than April 1, 2004, or the Effective Date, if such date is later than April 1, 2004, after which time such arrangement must be terminated by <<customer_short_name>> or BellSouth shall convert such arrangement to tariff pricing or pricing pursuant to a separately negotiated contract.
- 4.2.3 **[Open to CLECs]** Rates for unbundled switching at the DS1 level and above or for combinations with unbundled switching at the DS1 level and above provisioned prior to the Effective Date of this Agreement shall be those rates set forth in Exhibit A of this Attachment until April 1, 2004. The filing of this Agreement with the applicable Commission shall constitute the filing of the joint DS1-UNE-P transition plan as required by paragraph 531 of the FCC's Triennial Review Order.
- 4.2.4 **[Open to CLECs]** Local Switching that is not required to be provided as a UNE but is required pursuant to Section 271 of the Act will be provided pursuant to a separate agreement or tariff, unless the FCC or Commission finds such provisions are properly included in a Section 251 interconnection agreement in which case the Parties shall negotiate an amendment to this Agreement.
- 4.2.5 **[Open to CLECs]** Unbundled Local Switching consists of three separate unbundled elements: Unbundled Ports, End Office Switching Functionality, and End Office Interoffice Trunk Ports.
- 4.2.6 **[Open to CLECs]** Unbundled Local Switching combined with Common Transport and, if necessary, Tandem Switching provides to <<customer_short_name>>'s End User local calling and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.

[Open to CLECs] Provided that <<customer_short_name>> purchases unbundled local switching from BellSouth and uses the BellSouth Carrier Identification Code (CIC) for its End Users' Local Preferred Interexchange Carrier (LPIC) or if a BellSouth Local End User selects BellSouth as its LPIC, then the Parties will consider as local any calls originated by a <<customer_short_name>> local End User, or originated by a BellSouth local End User and terminated to a <<customer_short_name>> 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). Except as set forth in the BellSouth UNE call flows applicable to UNE-P, for such calls, BellSouth will charge <<customer_short_name>> the UNE elements for the BellSouth facilities utilized. Neither Party shall bill the other originating or terminating switched access charges for such calls. Inter-carrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local call flows applicable to UNE-P as found in BellSouth's 2 Wire Voice Grade UNE Loop/Port Switched Combination Or The Unbundled Network Element Platform (UNE-P) For (Business, Residential and Time Side PBX Service) Including On/Off Premise Extensions guide located on BellSouth's website at <http://interconnection.bellsouth.com/guides/medocs/2wireVGrdULPSComb.pdf>.

[Open to CLECs] Where <<customer_short_name>> purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its End Users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a <<customer_short_name>> End User and terminate within the basic local calling area or within the extended local calling areas and that are dialed using seven (7) or ten (10) digits as defined and specified in Section A.3 of BellSouth's General Subscriber Services Tariffs (GSST). Except as set forth in the BellSouth UNE call flows applicable to UNE-P, for such local calls, BellSouth will charge <<customer_short_name>> the UNE elements for the BellSouth facilities utilized. Inter-carrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local call flows applicable to UNE-P as found in BellSouth's 2 Wire Voice Grade UNE Loop/Port Switched Combination Or The Unbundled Network Element Platform (UNE-P) For (Business, Residential and Time Side PBX Service) Including On/Off Premise Extensions guide located on BellSouth's website at <http://interconnection.bellsouth.com/guides/medocs/2wireVGrdULPSComb.pdf>.

[Open to CLECs] For any calls utilizing Unbundled Local Switching, that originate and terminate through switched access arrangements (i.e., calls that are transported by a party other than BellSouth), BellSouth shall bill <<customer_short_name>> the UNE elements for the BellSouth facilities utilized. Each Party may bill the toll provider originating or terminating switched access charges as appropriate.

4.2.9

4.2.8

4.2.7

- 4.2.10 [Open to CLECs] Unbundled Port Features
- 4.2.10.1 [Open to CLECs] Charges for Unbundled Port are as set forth in Exhibit A of this Attachment, and as specified in such exhibit, consistent with Commission rules and orders, may or may not include individual features.
- 4.2.10.2 [Open to CLECs] Where applicable and available, non-switch-based services may be ordered with the Unbundled Port at BellSouth's retail rates.
- 4.2.10.3 [Open to CLECs] Any features of Local Switching that are not currently available but are technically feasible through the switch can be requested through the BFR process as set forth in Attachment 11.
- 4.2.10.4 [Open to CLECs] BellSouth will provide to <<customer_short_name>> selective routing of calls to a requested Operator System platform pursuant to this Attachment. Any other routing requests by <<customer_short_name>> will be made pursuant to the BFR Process as set forth in Attachment 11.
- 4.2.11 [Open to CLECs] Remote Call Forwarding
- 4.2.11.1 [Open to CLECs] As an option, BellSouth shall make available to <<customer_short_name>> an unbundled port with Remote Call Forwarding capability (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, <<customer_short_name>> will ensure that the following conditions are satisfied:
- 4.2.11.1.1 [Open to CLECs] 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);
- 4.2.11.1.2 [Open to CLECs] 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;
- 4.2.11.1.3 [Open to CLECs] That the URCF service will not be utilized to forward calls to another URCF or similar service; and

- 4.2.11.1.4 [Open to CLECs] That the forward-to number (service) is not a public safety number (e.g. 911, fire or police number).
- 4.2.11.2 [Open to CLECs] In addition to the charge for the URCF service port, BellSouth shall charge <<customer_short_name>> the rates set forth in Exhibit A of this Attachment for unbundled local switching, tandem switching, and common transport, including all associated usage incurred for calls from the URCF service telephone number (the number dialed by the calling party) to the forward-to number (service).
- 4.2.12 [Open to CLECs] Provision of Local Switching
- 4.2.12.1 [Open to CLECs] BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 4.2.12.2 [Open to CLECs] BellSouth shall control congestion points such as those caused by radio station call ins and network routing abnormalities. When necessary, all traffic shall be restricted in a non-discriminatory manner.
- 4.2.12.3 [Open to CLECs] BellSouth shall perform manual call trace and permit customer originated call trace. 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.
- 4.2.12.4 [Open to CLECs] 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 Distributors. BellSouth shall offer to <<customer_short_name>> all Advanced Intelligent Network (AIN) triggers in connection with its SMS/SCE offering.
- 4.2.12.5 [Open to CLECs] BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by <<customer_short_name>>.
- 4.2.13 [Open to CLECs] Local Switching Interfaces.
- 4.2.13.1 [Open to CLECs] <<customer_short_name>> shall order ports and associated interfaces compatible with the services it wishes to provide as listed in Exhibit A of this Attachment. BellSouth shall provide the following local switching interfaces:

- 4.2.13.1.1 [Open to CLECs] Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 4.2.13.1.2 [Open to CLECs] Coin phone signaling;
- 4.2.13.1.3 [Open to CLECs] Basic Rate Interface ISDN adhering to appropriate Telecordia Technical Requirements;
- 4.2.13.1.4 [Open to CLECs] Two-wire analog interface to PBX;
- 4.2.13.1.5 [Open to CLECs] Four-wire analog interface to PBX;
- 4.2.13.1.6 [Open to CLECs] Four-wire DSI interface to PBX or customer provided equipment (e.g. computers and voice response systems);
- 4.2.13.1.7 [Open to CLECs] Primary Rate ISDN to PBX adhering to ANSI standards Q.931, Q.932 and appropriate Telecordia Technical Requirements;
- 4.2.13.1.8 [Open to CLECs] Switched Fractional DSI with capabilities to configure Nx64 channels (where N = 1 to 24);
- 4.2.13.1.9 [Open to CLECs] DID signaling; and
- 4.2.13.1.10 [Open to CLECs] Loops adhering to Telecordia TR-NWT-08 and TR-NWT-303 specifications to interconnect Digital Loop Carriers.
- 4.2.14 [Open to CLECs] All End Users of <<customer_short_name>> who have service provisioned via 4-Wire ISDN DSI Port with E911 Locator Capability shall physically be located in the E911 Tandem Switch service area.
- 4.2.15 [Open to CLECs] <<customer_short_name>> shall pass its End User's telephone number to BellSouth over the Primary Interface (PRI) trunk group via ANI or via direct Centralized Automated Message Accounting (CAMA) trunks to the appropriate E911 tandem switch.
- 4.2.16 [Open to CLECs] <<customer_short_name>> shall maintain the individual telephone number and the correct corresponding address/location data, including maintaining the End User listed address as the actual physical End User location in the E911 Automatic Location Identification (ALI) Database.
- 4.2.17 [Open to CLECs] <<customer_short_name>> will be responsible and liable for any errors resulting from the submission of invalid telephone number and address/location data for the CLEC's End Users.
- 4.3 [Open to CLECs] Tandem Switching

- 4.3.1 **[Open to CLECs]** The Tandem Switching capability Network Element is defined as: (i) trunk connect facilities, which include, but are not limited to, the connection between trunk termination at a cross connect panel and switch trunk card; (ii) the basic switch trunk function of connecting trunks to trunks; and (iii) the functions that are centralized in the Tandem Switches (as distinguished from separate end office switches), including but not limited to call recording, the routing of calls to operator services and signaling conversion features.
- 4.3.1.1 **[Open to CLECs]** Where <<customer_short_name>> utilizes portions of the BellSouth network in originating or terminating traffic, the Tandem Switching rates are applied in call scenarios where the Tandem Switching Network Element has been utilized. Because switch recordings cannot accurately indicate on a per call basis when the Tandem Switching Network Element has been utilized for an interoffice call originating from a UNE port and terminating to a BellSouth, Independent Company or Facility Based CLEC office, BellSouth has developed, based upon call studies, a melded rate that takes into account the average percentage of calls that utilize Tandem Switching in these scenarios. BellSouth shall apply the melded Tandem Switching rate for every call in these scenarios. BellSouth shall utilize the melded Tandem Switching Rate until BellSouth has the capability to measure actual Tandem Switch usage in each call scenario specifically mentioned above, at which point the rate for the actual Tandem Switch usage shall apply. The UNE call flows applicable to UNE-P set forth on BellSouth's website at <http://interconnection.bellsouth.com/guides/unedoes/2wireVGrdULPSComb.pdf> illustrate when the full or melded Tandem Switching rates apply for specific scenarios.
- 4.3.2 **[Open to CLECs]** Technical Requirements
- 4.3.2.1 **[Open to CLECs]** Tandem Switching shall have the same capabilities or equivalent capabilities as those described in Telecordia TR-TSY-000540 Issue 2R2, Tandem Supplement, June 1, 1990. The requirements for Tandem Switching include but are not limited to the following:
- 4.3.2.1.1 **[Open to CLECs]** Tandem Switching shall provide signaling to establish a tandem connection with no loss of feature functionality;
- 4.3.2.1.2 **[Open to CLECs]** Based on the line class codes established by <<customer_short_name>> at the BellSouth end office, Tandem Switching will provide screening and routing as designated by <<customer_short_name>>.
- 4.3.2.1.3 **[Open to CLECs]** Where applicable, Tandem Switching shall provide AIN 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;

- 4.3.2.1.4 [Open to CLECs] Where applicable, Tandem Switching shall provide access to Toll Free number database;
- 4.3.2.1.5 [Open to CLECs] Tandem Switching shall provide connectivity to Public Safety Answering Point (PSAP)s where 911/E911 solutions are deployed and the tandem is used for 911/E911; and
- 4.3.2.1.6 [Open to CLECs] Where appropriate, Tandem Switching shall provide connectivity for the purpose of routing transit traffic to and from other carriers. Tandem switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects;
- 4.3.2.2 [Open to CLECs] Upon reasonable request from <<customer_short_name>> BellSouth will perform testing and fault isolation on the underlying switch that is providing Tandem Switching. Such testing shall be testing routinely performed by BellSouth. The results and reports of the testing shall be made available to <<customer_short_name>> as soon as reasonably practicable.
- 4.3.2.3 [Open to CLECs] BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non-discriminatory manner.
- 4.3.2.4 [Open to CLECs] Tandem Switching shall process originating toll free traffic received from <<customer_short_name>>'s local switch;
- 4.3.2.5 [Open to CLECs] In support of AIN triggers and features, Tandem Switching shall provide Service Switching Point (SSP) capabilities when these capabilities are not available from the Local Switching Network Element to the extent such Tandem Switch has such capability.
- 4.3.3 [Open to CLECs] BellSouth's Tandem Switching shall preserve CLASS/LASS features and Caller ID, when that information is provided to BellSouth, as traffic is processed.
- 4.4 [Open to CLECs] AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers
- 4.4.1 [Open to CLECs] Where BellSouth provides local switching to <<customer_short_name>>, BellSouth will provide AIN Selective Carrier Routing (AIN SCR) at the request of <<customer_short_name>>. AIN SCR will provide <<customer_short_name>> with the capability of routing operator calls, 0+ and 0- and 0+ NPA Local Numbering Plan Area (LNPA), 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.
- 4.4.2 [Open to CLECs] <<customer_short_name>> shall order AIN SCR through its Account Team and/or Local Contract Manager. AIN SCR must first be established regionally and then on a per-central office basis for each office where AIN SCR will be utilized.

- 4.4.3 ~~[Open to CLECs] AIN SCR is not available in DMS 10 switches.~~
- 4.4.4 ~~[Open to CLECs] Where AIN SCR is utilized by <<customer_short_name>>, the routing of <<customer_short_name>>'s End User calls shall be pursuant to information provided by <<customer_short_name>> and stored in BellSouth's AIN SCR Service Control Point database. AIN SCR 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 SCR is established.~~
- 4.4.5 ~~[Open to CLECs] <<customer_short_name>> shall remit to BellSouth the Regional Service Order nonrecurring charges set forth in Exhibit A of this Attachment. There shall be a nonrecurring End Office Establishment Charge per office due at the addition of each central office where AIN SCR will be utilized. Said nonrecurring charge shall be as set forth in Exhibit A of this Attachment. For each <<customer_short_name>> End User activated, there shall be a nonrecurring End User Establishment charge as set forth in Exhibit A of this Attachment. <<customer_short_name>> shall pay the AIN SCR Per Query Charge set forth in Exhibit A of this Attachment.~~
- 4.4.6 ~~[Open to CLECs] This Regional Service Order nonrecurring charge will be non-refundable and will be paid with one half due up front with the submission of all fully completed required forms including: Regional Selective Carrier Routing (SCR) Order Request Form A, Central Office AIN SCR 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 thirty (30) calendar days to respond to <<customer_short_name>>'s fully completed firm order as a Regional Service Order. With the delivery of this firm order response to <<customer_short_name>>, BellSouth considers that the delivery schedule of this service commences. The remaining half of the Regional Service Order payment must be paid when one hundred (100) percent of the Central Offices listed on the original order have been turned up for the service.~~
- 4.4.7 ~~[Open to CLECs] The nonrecurring End Office Establishment Charge will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.~~
- 4.4.8 ~~[Open to CLECs] End User Establishment Orders will not be turned up until the second payment is received for the Regional Service Order. The nonrecurring End User Establishment Charges will be billed to <<customer_short_name>> following BellSouth's normal monthly billing cycle for this type of order.~~
- 4.4.9 ~~[Open to CLECs] Additionally, the AIN SCR Per Query Charge will be billed to <<customer_short_name>> following the normal billing cycle for per query charges.~~

- 4.4.10 [Open to CLECS] All other network components needed, for example, unbundled switching, unbundled local transport, etc., will be billed per contracted rates.
- 4.5 [Open to CLECS] Selective Call Routing Using Line Class Codes (SCR-LCC)
- 4.5.1 [Open to CLECS] Where <<customer_short_name>> purchases unbundled local switching from BellSouth and utilizes an operator services provider other than BellSouth, BellSouth will route <<customer_short_name>>'s End User calls to that provider through Selective Call Routing.
- 4.5.2 [Open to CLECS] Selective Call Routing using Line Class Codes (SCR-LCC) provides the capability for <<customer_short_name>> to have its Operator Call Processing/Directory Assistance (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.
- 4.5.3 [Open to CLECS] Custom Branding for Directory Assistance (DA) is not available for certain classes of service, including but not limited to Hotel/Motel services, WATS service, and certain PBX services.
- 4.5.4 [Open to CLECS] Where available, <<customer_short_name>> specific and unique LCCs are programmed in each BellSouth end office switch where <<customer_short_name>> intends to serve End Users with customized OCP/DA branding. The LCCs specifically identify <<customer_short_name>>'s End Users so OCP/DA calls can be routed over the appropriate trunk group to the requested OCP/DA platform. Additional LCCs 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 <<customer_short_name>> intends to provide <<customer_short_name>> branded OCP/DA to its End Users in these multiple rate areas.
- 4.5.5 [Open to CLECS] SCR-LCC supporting Custom Branding and Self Branding require <<customer_short_name>> to order dedicated trunking from each BellSouth end office identified by <<customer_short_name>>, either to the BellSouth Traffic Operator Position System (TOPS) for Custom Branding or to the <<customer_short_name>> Operator Service Provider for Self Branding. Separate trunk groups are required for Operator Services and for DA. Rates for trunks shall be in accordance with Section (4.8.1.1 for KMC/4.9.1.1 for NewSouth and NuVox/4.11.1.1 for Xspedus) of Attachment 3.
- 4.5.6 [Open to CLECS] Unbranded DA and/or OCP calls ride common trunk groups provisioned by BellSouth from those end offices identified by <<customer_short_name>> to the BellSouth TOPS.

4.5.7 ~~[Open to CLECs] The rates for SCR-LCC are as set forth in Exhibit A of this Attachment. There is a nonrecurring charge for the establishment of each LCC in 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 UNEs 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.~~

5 Unbundled Network Element Combinations

5.1 BellSouth shall provide unbundled network element combinations in accordance with 47 CFR 51.315.

5.1.1 ~~[Open to CLECs] For purposes of this Section, references to “Currently Combined” Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are in fact already combined by BellSouth in the BellSouth network. References to “Ordinarily Combined” Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not already combined by BellSouth in the location requested by <<customer_short_name>> but are elements that are typically combined in BellSouth’s network. References to “Not Typically Combined” Network Elements shall mean that the particular Network Elements requested by <<customer_short_name>> are not elements that BellSouth combines for its use in its network. Notwithstanding any other provision set forth in Section 4, combinations of any element with a port shall be as set forth in Exhibit B.~~

5.1.2 ~~[Open to CLECs] Upon request, BellSouth shall perform the functions necessary to combine unbundled Network Elements in any manner, even if those elements are not ordinarily combined in BellSouth’s network, provided that such combination-Combination is technically feasible and will not undermine the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth’s network.~~

5.2 Enhanced Extended Links (EELs)

5.2.1 EELs are combinations of unbundled ~~Loops-loops~~ and unbundled ~~Dedicated dedicated Transporttransport~~, together with any facilities, equipment, or functions necessary to combine those Network Elements. BellSouth shall provide <<customer_short_name>> with EELs where the underlying UNE or UNEs are available and in all instances where the requesting carrier meets the FCC’s eligibility requirements, if applicable.

5.2.2 EELs include, but are not limited to the following combinations:

5.2.2.1 DS1 Interoffice Channel + DS1 Channelization + 2-wire VG Local Loop

- 5.2.2.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop
- 5.2.2.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop
- 5.2.2.4 DS1 Interoffice Channel + DS1 Channelization + 4-wire 56 kbps Local Loop
- 5.2.2.5 DS1 Interoffice Channel + DS1 Channelization + 4-wire 64 kbps Local Loop
- 5.2.2.6 DS1 Interoffice Channel + DS1 Local Loop
- 5.2.2.7 DS3 Interoffice Channel + DS3 Local Loop
- 5.2.2.8 STS-1 Interoffice Channel + STS-1 Local Loop
- 5.2.2.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.2.2.10 STS-1 Interoffice Channel + DS3 Channelization + DS1 Local Loop
- 5.2.2.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop
- 5.2.2.12 4wire VG Interoffice Channel + 4-wire VG Local Loop
- 5.2.2.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop
- 5.2.2.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop
- 5.2.2.15 ~~[Open to CLECs] Commingled loop and transport facilities at the DS1 and/or DS3 level~~
- 5.2.3 ~~[Open to CLECs] High capacity EELs are combinations of loop and transport UNEs or commingled loop and transport facilities at the DS1 and/or DS3 level as described in FCC 47 C.F.R. 51.318(b). High capacity EELs must comply with the service eligibility requirements set forth in Section 5.2.5 below.~~
- 5.2.4 ~~[Open to CLECs] By placing an order for a high capacity EEL, <<customer_short_name>> thereby certifies that the high capacity EEL 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 may not deny, except as set forth in Section 5.2.6 below, <<customer_short_name>>'s request for a high capacity EEL based upon eligibility criteria, but shall have the right to clarify the order back to <<customer_short_name>> rather than processing the order should the BellSouth representative identify that <<customer_short_name>> does not have a collocation arrangement that meets the requirements of 47 C.F.R. 51.318(e).~~
- 5.2.5 Service Eligibility Criteria
- 5.2.5.1 ~~[Open to CLECs] Loops and dedicated transport at the DS1, DS3 or STS-1 level, provided pursuant to Exhibit B, may be combined in accordance with the terms~~

and conditions set forth herein at the rates set forth in Exhibit C (“High Capacity EELS”).

5.2.5.1 By placing an order for a high-capacity EEL, <<customer_short_name>> certifies that all of the following service eligibility criteria are met for each high-capacity EEL:

5.2.5.1.1 <<customer_short_name>> has received state certification 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;

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

5.2.5.2.1 [Parties Disagree]

[<<customer_short_name>> Version] 1) Each circuit to be provided to each **customer** will be assigned a local number prior to the provision of service over that circuit;

[BellSouth Version] 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;

5.2.5.2.2 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;

5.2.5.2.3 [Parties Disagree]

[<<customer_short_name>> Version] 3) Each circuit to be provided to each **customer** will have 911 or E911 capability prior to provision of service over that circuit;

[BellSouth Version 3) Each circuit to be provided to each **End User** will have 911 or E911 capability prior to provision of service over that circuit;

5.2.5.2.4 [Parties Disagree]

[<<customer_short_name>> Version] 4) Each circuit to be provided to each **customer** will terminate in a collocation arrangement that meets the requirements of FCC 47 C.F.R. 51.318(c);

[BellSouth Version 4) Each circuit to be provided to each **End User** will terminate in a collocation arrangement that meets the requirements of FCC 47 C.F.R. 51.318(c);

5.2.5.2.5 [Parties Disagree]

[<<customer_short_name>> Version] 5) Each circuit to be provided to each **customer** will be served by an interconnection trunk in the same LATA as the customer premises served by the EEL over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

[BellSouth Version 5) Each circuit to be provided to each **End User** will be served by an interconnection trunk in the same LATA as the customer premises served by the EEL over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.6 6) For each twenty-four (24) DS1 EELs or other facilities having equivalent capacity, <<customer_short_name>> will have at least one (1) active DS1 local service interconnection trunk within the LATA over which <<customer_short_name>> will transmit the calling party's number in connection with calls exchanged over the trunk;

5.2.5.2.7 [Parties Disagree]

[<<customer_short_name>> Version] 7) Each circuit to be provided to each **customer** will be served by a switch capable of switching local voice traffic.

[BellSouth Version] 7) Each circuit to be provided to each **End User** will be served by a switch capable of switching local voice traffic.

5.2.6 BellSouth may, on an annual basis, and only based upon cause, conduct an audit of <<customer_short_name>>'s records in order to verify compliance with the high capacity EEL eligibility criteria.

[[Parties Disagree]

[<<customer_short_name>> Version] To invoke its limited right to audit, BellSouth will send a Notice of Audit to <<customer_short_name>>, **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 BellSouth's allegations of noncompliance.** Such Notice of Audit will be delivered to <<customer_short_name>> **with all supporting documentation** no less than thirty (30) calendar days prior to the date upon which **BellSouth seeks to commence an audit.**

[BellSouth Version] To invoke its limited right to audit, BellSouth will send a Notice of Audit to <<customer_short_name>>. Such Notice of Audit will be

delivered to <<customer_short_name>> no less than thirty (30) calendar days prior to the date upon which **the audit will commence**.

5.2.6.25.2.6.1 [Parties Disagree]

[<<customer_short_name>> Version] The audit shall be conducted by a third party independent auditor **mutually agreed-upon by the Parties** and retained and paid for by BellSouth. The audit shall commence at a mutually agreeable location (or locations) **no sooner than thirty (30) calendar days after the parties have reached agreement on the auditor**.

[BellSouth Version] The audit shall be conducted by a third party independent auditor retained and paid for by BellSouth. The audit shall commence at a mutually agreeable location (or locations).

- 5.2.6.1.1 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 <<customer_short_name>>’s compliance with the high capacity EEL eligibility criteria. AICPA standards and other AICPA requirements related to determining the independence of an auditor shall govern the audit of requesting carrier compliance. The concept of materiality governs this audit; the independent auditor’s report will conclude whether or the extent to which <<customer_short_name>> complied in all material respects with the applicable service eligibility criteria. Consistent with standard auditing practices, such audits require compliance testing designed by the independent auditor, which typically include an examination of a sample selected in accordance with the independent auditor’s judgment.
- 5.2.6.1.2 To the extent the independent auditor’s report concludes that <<customer_short_name>> failed to comply with the high capacity EEL 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.
- 5.2.6.2.3 To the extent the independent auditor’s report concludes that <<customer_short_name>> failed to comply in all material respects with the service eligibility criteria, <<customer_short_name>> shall reimburse BellSouth for the cost of the independent auditor. Similarly, to the extent the independent 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 reasonable and demonstrable costs associated with the audit, including, among other things, staff time. The Parties shall provide such reimbursement within thirty (30) calendar days of receipt of a statement of such costs.
- 5.2.6.2.4 <<customer_short_name>> will maintain appropriate documentation to support its certifications.

- 5.3 [Open to CLECs] UNE Port/Loop Combinations
- 5.3.1 [Open to CLECs] Combinations of port and loop unbundled Network Elements along with switching and transport unbundled Network Elements provide local exchange service for the origination or termination of calls. Port/loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching Section of this Attachment and the ability to presubscribe to a primary carrier for intraLATA toll service and/or to presubscribe to a primary carrier for interLATA toll service.
- 5.3.2 [Open to CLECs] BellSouth is not required to provide combinations of port and loop Network Elements on an unbundled basis in locations where, pursuant to FCC and Commission rules, BellSouth is not required to provide local circuit switching as set forth in Section 4.2.2 above.
- 5.3.3 [Open to CLECs] UNE Port/Loop combinations include but are not limited to the following:
- 5.3.3.1 [Open to CLECs] 2-wire voice grade Loop with 2-wire port.
- 5.3.3.2 [Open to CLECs] 2-wire voice grade Loop with 2-wire analog line Coin port.
- 5.3.3.3 [Open to CLECs] 2-wire voice grade Loop—business only—with 2-wire DID port.
- 5.3.3.4 [Open to CLECs] 2-wire CENTREX port, voice grade Loop with 2-wire voice grade port (CENTREX).
- 5.3.3.5 [Open to CLECs] 2-wire voice grade Loop with 2-wire ISDN digital line side port.
- 5.3.3.6 [Open to CLECs] 2-wire voice Loop with 2-wire voice grade interoffice transport with 2-wire line port
- 5.3.3.7 [Open to CLECs] 4-wire DS1 Loop with 4-wire ISDN DS1 digital trunk port.
- 5.3.3.8 [Open to CLECs] 4-wire DS1 Loop with 4-wire DDITS trunk port.
- 5.3.3.9 [Open to CLECs] 4-wire DS1 Loop with channelization with port.
- 5.3.4 [Open to CLECs] BellSouth shall make 911 updates in the BellSouth 911 database for <<customer_short_name>>'s UNE port/Loop combinations. BellSouth will not bill <<customer_short_name>> for 911 surcharges. <<customer_short_name>> is responsible for paying all 911 surcharges to the applicable governmental agency.
- 5.4 Rates

5.4.1 ~~[Open to CLECs]~~ The rates for the Currently Combined Network Elements specifically set forth in Exhibit A and/or Exhibit C of this Attachment shall be the rates associated with such ~~combinations~~Combinations. Where a Currently Combined ~~combination~~Combination is not specifically set forth in Exhibit A or Exhibit C of this Attachment, the rate for such Currently Combined ~~combination~~Combination of Network Elements 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 Exhibit A and/or Exhibit C of this Attachment.

5.4.2 ~~[Open to CLECs]~~ The rates for the Ordinarily Combined Network Elements specifically set forth in Exhibit A and/or Exhibit C of this Attachment shall be the non-recurring and recurring charges for those ~~combinations~~Combinations. Where an Ordinarily Combined ~~combination~~Combination is not specifically set forth in Exhibit A or Exhibit C of this Attachment, the rate for such Ordinarily Combined ~~combination~~Combination of Network Elements shall be the sum of the recurring and non-recurring rates for those individual Network Elements as set forth in Exhibit A and/or Exhibit C of this Attachment.

5.4.3 ~~[Open to CLECs]~~ BellSouth shall provide other Currently Combined, and Ordinarily Combined and Not Typically Combined UNE Combinations to <<customer_short_name>> in addition to those specifically referenced in this Section 5 above, where available.

5.4.3.1 ~~[Open to CLECs]~~ To the extent <<customer_short_name>> requests a ~~combination~~Combination for which BellSouth does not have rates and methods and procedures in place to provide such ~~combination~~Combination, rates and/or methods and procedures for such ~~combination~~Combination will be developed pursuant to the BFR process.

6 ~~[Open to CLECs]~~ Transport, Channelization and Dark Fiber

6.1 ~~[Open to CLECs]~~ Transport

6.1.1 ~~[Open to CLECs]~~ BellSouth shall offer unbundled access to ~~Dedicated~~ Transport in accordance with FCC Rules 47 CFR 51.311 and 51.319(e) and Section 251(c) (3) of the Act. ~~Dedicated~~ Transport is defined as BellSouth's interoffice transmission facilities, ~~dedicated to a particular customer or carrier~~ that <<customer_short_name>> uses for transmission between wire centers or switches owned by BellSouth and within the same LATA. To the extent that BellSouth has local switching equipment, as defined by the FCC's rules, "reverse collocated" in a non-incumbent LEC premises, the transmission path from this point back to the BellSouth wire center shall constitute ~~Dedicated~~ Transport. Access to High Capacity Transport pursuant to Exhibit B shall be limited to High Capacity Transport that meets the definition of transport set forth in this Section 6.1, regardless of the definition of transport set forth in Exhibit B.

- 6.1.1 ~~[Open to CLECs]~~ BellSouth shall provide access to DS0 transport that is dedicated to <<customer_short_name>>'s use ("Dedicated Transport") pursuant to the following provisions.
- 6.1.1.1 ~~[Open to CLECs]~~ Dark Fiber Transport is unactivated optical Dedicated Transport as defined in Section 6.1.1 above.
- 6.1.1.2 ~~[Open to CLECs]~~ Common (Shared) Transport is as defined in 47 C.F.R. 51.319(d)(4)(i)(C). Where BellSouth UNEs are connected by intraoffice wiring, such wiring is provided as part of the UNE and is not Common (Shared) Transport.
- 6.1.1.3 ~~[Open to CLECs]~~ BellSouth will only provide unbundled access to Common (Shared) Transport to the extent BellSouth is required to provide and is providing unbundled Local Circuit Switching to <<customer_short_name>>.
- 6.1.2 BellSouth shall:
- 6.1.2.1 ~~[Open to CLECs]~~ Provide <<customer_short_name>> exclusive use of Dedicated Transport 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;
- 6.1.2.1 Provide all technically feasible features, functions, and capabilities of the transport facility;
- 6.1.2.2 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
- 6.1.2.3 Permit, to the extent technically feasible and on a nondiscriminatory basis, <<customer_short_name>> to obtain the functionality provided by BellSouth's digital cross-connect systems.
- 6.1.3 ~~[Open to CLECs]~~ Technical Requirements of Common (Shared) Transport
- 6.1.3.1 ~~[Open to CLECs]~~ Common (Shared) Transport provided on DS1, DS3, and STS-1 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 applicable industry standards.
- 6.1.3.2 ~~[Open to CLECs]~~ BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport.
- 6.1.3.3 ~~[Open to CLECs]~~ At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the applicable industry standards.

6.2 Dedicated Transport

6.2.1 ~~[Open to CLECs] BellSouth shall offer Dedicated Transport in each of the following ways:~~

6.2.1.1 ~~[Open to CLECs] As capacity on a shared facility.~~

6.2.1.2 ~~[Open to CLECs] As a circuit (e.g., DS0, DS1, DS3) dedicated to <<customer_short_name>>.~~

6.2.2 Dedicated 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.

6.2.3 ~~[Open to CLECs] <<customer_short_name>> may obtain a maximum of twelve (12) unbundled dedicated DS3 circuits, or their equivalent, for any single route at the UNE rates set forth in Exhibit A of this Attachment for which dedicated DS3 transport is available as unbundled transport. Additional capacity may be purchased pursuant to the rates, terms and conditions as set forth in the applicable tariff. 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.~~

6.2.4 Any request to re-terminate one (1) end of a circuit will require the issuance of new service and disconnection of the existing service and the applicable charges in Exhibit A of this Attachment shall apply, and the re-terminated circuit shall be considered a new circuit as of the installation date.

6.2.5 Technical Requirements

6.2.5.1 ~~[Open to CLECs] The entire designated transmission service (e.g., DS0, DS1, DS3 or voice grade) shall be dedicated to <<customer_short_name>> designated traffic.~~

6.2.5.2 ~~[Open to CLECs] For DS1 or DS3 circuits, Dedicated Transport shall at a minimum meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office (CI to CO) connections in the applicable industry standards.~~

6.2.5.3 ~~[Open to CLECs] BellSouth shall offer DS0 Equivalent interface transmission rates for DS0 or voice grade the following interface transmission rates for Dedicated Transport:~~

6.2.5.3.1 ~~[Open to CLECs] DS0 Equivalent;~~

- 6.2.5.3.2 ~~[Open to CLECs] DS1;~~
- 6.2.5.3.3 ~~[Open to CLECs] DS3; and~~
- 6.2.5.3.4 ~~[Open to CLECs] SDH (Synchronous Digital Hierarchy) Standard interface rates are in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.~~
- 6.2.5.4 BellSouth shall design Dedicated Transport according to its network infrastructure. <<customer_short_name>> shall specify the termination points for Dedicated Transport.
- 6.2.5.5 ~~[Open to CLECs] At a minimum, Dedicated Transport shall meet each of the requirements set forth in the applicable industry technical references: BellSouth Technical References: TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.~~
- 6.2.5.6 ~~[Open to CLECs] BellSouth Technical References:~~
- 6.2.5.6.1 ~~[Open to CLECs] TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.~~
- 6.2.5.6.2 ~~[Open to CLECs] TR 73501 LightGate® Service Interface and Performance Specifications, Issue D, June 1995.~~
- 6.2.5.6.3 ~~[Open to CLECs] TR 73525 MegaLink® Service, MegaLink Channel Service and MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.~~
- 6.3 ~~[Open to CLECs] Unbundled Channelization (Multiplexing)~~
- 6.3.1 ~~[Open to CLECs] Unbundled Channelization (UC) provides the optional multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 (51.84 Mbps) UNE or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. Channelization can be accomplished through the use of a multiplexer or a digital cross-connect system at the discretion of BellSouth. Once UC has been installed, <<customer_short_name>> may request channel activation on an as-needed basis and BellSouth shall connect the requested facilities via Central Office Channel Interfaces (COCIs). The COCI must be compatible with the lower capacity facility and ordered with the lower capacity facility. This service is available as defined in NECA 4. Channelization may be incorporated within dedicated transport or ordered as a stand-alone capability, which requires either the high or low speed side to be connected to collocation.~~

- 6.3.2 [Open to CLECs] BellSouth shall make available the following channelization systems and interfaces:
- 6.3.2.1 [Open to CLECs] DS1 Channelization System: channelizes a DS1 signal into a maximum of twenty-four (24) DS0s. The following Central Office Channel Interfaces (COCI) are available: Voice Grade, Digital Data and ISDN.
- 6.3.2.2 [Open to CLECs] DS3 Channelization System: channelizes a DS3 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.3.2.3 [Open to CLECs] STS-1 Channelization System: channelizes a STS-1 signal into a maximum of twenty-eight (28) DS1s. A DS1 COCI is available with this system.
- 6.3.2.4 [Open to CLECs] AMI and B8ZS line coding with either Super Frame (SF) and Extended Super Frame (ESF) framing formats will be supported as an optional feature on DS1 facilities.
- 6.3.3 [Open to CLECs] Technical Requirements
- 6.3.3.1 [Open to CLECs] In order to assure proper operation with BellSouth provided central office multiplexing functionality, <<customer_short_name>>'s channelization equipment must adhere strictly to form and protocol standards. <<customer_short_name>> must also adhere to such applicable industry standards for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for sub-rate digital access.
- 6.3.3.2 [Open to CLECs] TR 73501 LightGate[®] Service Interface and Performance Specifications, Issue D, June 1995
- 6.4 [Open to CLECs] Dark Fiber Transport
- 6.4.1 [Open to CLECs] BellSouth shall provide access to Dark Fiber Transport for test access and testing at termination points (demarcation points) within the relevant Serving Wire Centers. For maintenance troubles after acceptance of the Dark Fiber Transport, <<customer_short_name>> should use the normal trouble reporting process and BellSouth will isolate and correct the problem.
- 6.4.1 [Open to CLECs] BellSouth shall make Dark Fiber Transport available in accordance with FCC Rule 51.319 (e)(3). Dark Fiber Transport consists of unactivated optical interoffice transmission facilities existing in aerial or underground structures. After <<customer_short_name>> requests Dark Fiber Transport, BellSouth shall provide <<customer_short_name>> with the DB loss report for such Dark Fiber Transport that will reflect the engineered to DB loss.
- 6.4.2 [Open to CLECs] <<customer_short_name>> may test Dark Fiber Transport obtained from BellSouth using CLEC or CLEC designated personnel. BellSouth shall provide appropriate interfaces to allow <<customer_short_name>> to test

6.4.3	<p>Dark Fiber Transport. For maintenance troubles after acceptance of the Dark Fiber Transport, <<customer_short_name>> should use the normal trouble reporting process and BellSouth will isolate and correct the problem to the same engineered to DB loss levels that were met when BellSouth originally provisioned the Dark Fiber Transport to <<customer_short_name>> or BellSouth shall provide <<customer_short_name>> access to other existing, spare strands of Dark Fiber Transport that meet such engineered to DB loss levels.</p> <p>[Open to CLECs] Requirements</p>
6.4.3.1	<p>[Open to CLECs] BellSouth shall make available in a reasonable and nondiscriminatory manner 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) it is used by BellSouth 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 of transmission problems or 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 planning period. BellSouth is not required to place fibers for Dark Fiber Transport if there are none available.</p>
6.4.3.2	<p>[Open to CLECs] <<customer_short_name>> may test the quality of the Dark Fiber Transport to determine its usability and performance specifications.</p>
6.4.3.3	<p>[Open to CLECs] BellSouth shall use its best efforts to provide to <<customer_short_name>> information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business days after receiving a request from <<customer_short_name>>. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport.</p>
6.4.3.4	<p>[Open to CLECs] If the requested Dark Fiber Transport is available, BellSouth shall use its commercially reasonable efforts to provision the Dark Fiber Transport to <<customer_short_name>> within twenty (20) business days after <<customer_short_name>> submits a valid, error free LSR. Provisioning includes identification of appropriate connection points (e.g., LGX) to enable <<customer_short_name>> to connect <<customer_short_name>> provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport [Open to CLECs] If requested dark fiber has any lightwave repeater equipment interfaced to it, BellSouth will remove such equipment at <<customer_short_name>>'s request subject to time and materials charges.</p>
6.4.4	<p>[Open to CLECs] If deployed in BellSouth's network, on a case by case basis, BellSouth may provide wave division multiplexer ("WDM") applications at rates to be negotiated by the Parties. For WDM applications, BellSouth shall provide to <<customer_short_name>> an interface to an existing WDM device or allow <<customer_short_name>> to install its own WDM device (where sufficient</p>

system loss margins exist or where <<customer_short_name>> provides the necessary loss compensation) to multiplex the traffic at wavelengths. This applies to both the transmit and the receive ends of the Dark Fiber.

7 **[Open to CLECs] Service Control Points (SCPs)/Call Related Databases**

7.1 911 and E911 databases. BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to 911 and E911 databases on an unbundled basis, in accordance with 47 CFR 319(f).

7.2 **[Open to CLECs]** 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. BellSouth shall only provide unbundled access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, Line Information Database (LIDB), Signaling, Signaling Link Transport, Signaling Transfer Points, SS7 AIN Access, Service Control Point Databases, Local Number Portability Databases, SS7 Network Interconnection, and Calling Name (CNAM) Database Service at the prices set forth herein where BellSouth is required to provide and is providing unbundled access to local circuit switching to <<customer_short_name>>. SS7 Network Interconnection and Signaling Link Transport shall be provided at the TELRIC compliant, Commission approved rates set forth in Exhibit A of Attachment 3, regardless of whether BellSouth is required to provide and is providing unbundled access to local circuit switching to <<customer_short_name>>.

7.3 **[Open to CLECs]** To the extent unbundled local circuit switching is converted to market based switching pursuant to Section 4.2.2 above, BellSouth may, at its discretion, provide access to BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service, LIDB, Signaling, Signaling Transfer Points, SS7 AIN Access, Service Control Point Databases, Local Number Portability Databases, Calling Name (CNAM) at market based rates pursuant to a separate agreement or tariff.

7.4 **[Open to CLECs] [Parties Disagree]**

[<<customer_short_name>> Version] The Parties agree that they will perform CNAM queries and pass such information on all calls exchanged between the Parties, regardless of whether that would require BellSouth to query a third party database provider.

[BellSouth Version] Nothing in this Agreement will be construed to require BellSouth to query a third party database. Should BellSouth query a third party database then it will be performed subject to a separate agreement. If BellSouth terminates an agreement with a third party database provider,

~~then BellSouth will provide notice pursuant to a carrier notification letter to the CLECs.~~

- 7.5 ~~[Open to CLECs] Service management systems are defined as computer databases or systems not part of the public switched network that interconnect to the service control point and send to the service control point information and call processing instructions needed for a network switch to process and complete a telephone call, and provide a telecommunications carrier with the capability of entering and storing data regarding the processing and completing of a telephone call. Where <<customer_short_name>> purchases unbundled local circuit switching BellSouth, BellSouth shall allow <<customer_short_name>> carrier to use BellSouth's service management systems by providing <<customer_short_name>> with the information necessary to enter correctly, or format for entry, the information relevant for input into the BellSouth's service management system, including access to design, create, test, and deploy advanced intelligent network-based services at the service management system, through a service creation environment, that BellSouth provides to itself.~~
- 8 ~~**[Open to CLECs] Toll Free Number Database / BellSouth Switched Access (SWA) 8XX Toll Free Dialing Ten Digit Screening Service**~~
- 8.1 ~~[Open to CLECs] The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (8XX SCP Database) is a SCP that contains customer record information and the functionality to provide call handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS/8XX database 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 (8XX TFD Service) utilizes the 8XX SCP Database to provide identification and routing of the 8XX calls, based on the ten digits dialed. At <<customer_short_name>>'s option, 8XX TFD Service is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by <<customer_short_name>>.~~
- 8.2 ~~[Open to CLECs] The 8XX SCP Database is designated to receive and respond to queries using the ANSI Specification of Signaling System Seven (SS7) protocol.~~
- 8.3 ~~[Open to CLECs] BellSouth provides four (4) options of this service, two (2) that provide POTS number delivery and two (2) that provide Toll Free Dialing Number Delivery.~~
- 9 ~~**[Open to CLECs] Line Information Database**~~
- 9.1 ~~[Open to CLECs] LIDB is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. For access to LIDB, <<customer_short_name>> must purchase appropriate signaling links pursuant to Section 10 below. LIDB contains records associated with End User Line Numbers and Special Billing Numbers. LIDB accepts queries from other~~

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

- 9.2 [Open to CLECs] Technical Requirements
- 9.2.1 [Open to CLECs] BellSouth will offer to <<customer_short_name>> any additional capabilities that are developed for LIDB during the life of this Agreement.
- 9.2.2 [Open to CLECs] BellSouth shall process <<customer_short_name>>'s customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to <<customer_short_name>> what additional functions (if any) are performed by LIDB in the BellSouth network.
- 9.2.3 [Open to CLECs] Within two (2) weeks after a request by <<customer_short_name>>, BellSouth shall provide <<customer_short_name>> with a list of the customer data items, which <<customer_short_name>> would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.
- 9.2.4 [Open to CLECs] BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked shall not exceed thirty (30) minutes per year.
- 9.2.5 [Open to CLECs] BellSouth shall provide LIDB systems for which operating deficiencies that would not result in calls being blocked shall not exceed twelve (12) hours per year.
- 9.2.6 [Open to CLECs] BellSouth shall provide LIDB systems for which the LIDB function shall be in overload no more than twelve (12) hours per year.
- 9.2.7 [Open to CLECs] All additions, updates and deletions of <<customer_short_name>> data to the LIDB shall be solely at the direction of <<customer_short_name>>. Such direction from <<customer_short_name>> will not be required where the addition, update or deletion is necessary to perform standard fraud control measures (e.g., calling card auto-deactivation).
- 9.2.8 [Open to CLECs] BellSouth shall provide priority updates to LIDB for <<customer_short_name>> data upon <<customer_short_name>>'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.

- 9.2.9 **[Open to CLECs]** BellSouth shall provide LIDB systems such that no more than 0.01% of <<customer_short_name>> customer records will be missing from LIDB, as measured by <<customer_short_name>> audits. BellSouth will audit <<customer_short_name>> records in LIDB against Data Base Administration System (DBAS) to identify record mismatches and provide this data to a designated <<customer_short_name>> contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to <<customer_short_name>> within one (1) business day of audit. Once reconciled records are received back from <<customer_short_name>>, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact <<customer_short_name>> to negotiate a time frame for the updates, not to exceed three (3) business days.
- 9.2.10 **[Open to CLECs]** BellSouth shall perform backup and recovery of all of <<customer_short_name>>'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.
- 9.2.11 **[Open to CLECs]** BellSouth shall provide <<customer_short_name>> with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between <<customer_short_name>> and BellSouth.
- 9.2.12 **[Open to CLECs]** BellSouth shall prevent any access to or use of <<customer_short_name>> data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by <<customer_short_name>> in writing.
- 9.2.13 **[Open to CLECs]** BellSouth shall provide <<customer_short_name>> performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by <<customer_short_name>> at least at parity with BellSouth Customer Data. BellSouth shall obtain from <<customer_short_name>> the screening information associated with LIDB Data Screening of <<customer_short_name>> 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 <<customer_short_name>> under the BFR/NBR process as set forth in Attachment 11.

- 9.2.14 ~~[Open to CLECs] BellSouth shall accept queries to LIDB associated with <<customer_short_name>> customer records and shall return responses in accordance with industry standards.~~
- 9.2.15 ~~[Open to CLECs] BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.~~
- 9.2.16 ~~[Open to CLECs] BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.~~
- 9.3 ~~[Open to CLECs] Interface Requirements~~
- 9.3.1 ~~[Open to CLECs] BellSouth shall offer LIDB in accordance with the requirements of this subsection.~~
- 9.3.2 ~~[Open to CLECs] The interface to LIDB shall be in accordance with the technical references contained within.~~
- 9.3.3 ~~[Open to CLECs] [Open to CLECs] The CCS interface to LIDB shall be the standard interface described herein.~~
- 9.3.4 ~~[Open to CLECs] The LIDB Data Base interpretation of the ANSI TCAP messages shall comply with the technical reference herein. Global Title Translation (GTT) shall be maintained in the signaling network in order to support signaling network routing to the LIDB.~~
- 9.3.5 ~~[Open to CLECs] The application of the LIDB rates contained in Exhibit A of this Attachment will be based on a Percent CLEC LIDB Usage (PCLU) factor. <<customer_short_name>> shall provide BellSouth a PCLU. The PCLU will be applied to determine the percentage of total LIDB usage to be billed to the other Party at local rates. Requirements associated with PCLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time, attached to Attachment 3 as Exhibit F.~~
- 10 ~~[Open to CLECs] Signaling~~
- 10.1 ~~[Open to CLECs] BellSouth shall offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in Exhibit A 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.~~
- 10.2 ~~[Open to CLECs] Signaling Link Transport~~
- 10.2.1 ~~[Open to CLECs] Signaling Link Transport is a set of two (2) or four (4) dedicated 56 kbps transmission paths between <<customer_short_name>>~~

designated Signaling Points of Interconnection that provide appropriate physical diversity.

10.2.2 [Open to CLECs] Technical Requirements

10.2.3 [Open to CLECs] Signaling Link Transport shall consist of full duplex mode 56 kbps transmission paths and shall perform in the following two ways:

10.2.3.1 [Open to CLECs] As an "A-link" Signaling Link Transport is a connection between a switch or SCP and a home Signaling Transfer Point switch pair; and

10.2.3.2 [Open to CLECs] As a "B-link" Signaling Link Transport is a connection between two Signaling Transfer Point switch pairs in different company networks (e.g., between two Signaling Transfer Point switch pairs for two CLECs).

10.2.4 [Open to CLECs] Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:

10.2.4.1 [Open to CLECs] An A-link layer shall consist of two (2) links. There shall be no more than two minutes down-time per year for an A-link layer.

10.2.4.2 [Open to CLECs] A B-link layer shall consist of four (4) links. There shall be negligible (less than 2 seconds) down time per year for a B-link layer. A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:

10.2.4.2.1 [Open to CLECs] 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 (2) separate physical paths end-to-end); and

10.2.4.2.2 [Open to CLECs] No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three separate physical paths end-to-end).

10.2.5 [Open to CLECs] Interface Requirements

10.2.5.1 [Open to CLECs] There shall be a DS1 (1.544 Mbps) interface at <<customer_short_name>>'s designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

10.3 [Open to CLECs] Signaling Transfer Points

10.3.1 [Open to CLECs] A STP is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPS) and their associated signaling links that enables the exchange of SS7 messages among and between switching elements, database elements and STPSs.

10.3.2 [Open to CLECs] Technical Requirements

- 10.3.2.1 **[Open to CLECS]** STPs shall provide access to BellSouth Local Switching or Tandem Switching and to BellSouth Service Control Points/Databases connected to BellSouth SS7 network. STPs also provide access to third party local or tandem switching and third party provided STPs.
- 10.3.2.2 **[Open to CLECS]** The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to the BellSouth SS7 network. This includes the use of the BellSouth SS7 network to convey messages that neither originate nor terminate at a signaling end point directly connected to the BellSouth SS7 network (i.e., transit messages). When the BellSouth SS7 network is used to convey transit messages, there shall be no alteration of the Integrated Services Digital Network User Part or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.
- 10.3.2.3 **[Open to CLECS]** If a BellSouth tandem switch routes traffic, based on dialed or translated digits, on SS7 trunks between a <<customer_short_name>> local switch and third party local switch, the BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management Features (Automatic Callback, Automatic Recall, and Screening List Editing) between <<customer_short_name>> 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.
- 10.3.2.4 **[Open to CLECS]** STPs shall provide all functions of the SCP necessary for Class 0 (basic connectionless) service as defined in Telecordia ANSI Interconnection Requirements. This includes GTT and SSCP Management procedures, as specified in ANSITI-112.4. Where the destination signaling point is a <<customer_short_name>> or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SSCP 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 SSCP Subsystem Management of the destination. If BellSouth performs final GTT to a <<customer_short_name>> database, then <<customer_short_name>> agrees to provide BellSouth with the Destination Point Code for <<customer_short_name>> database.
- 10.3.2.5 **[Open to CLECS]** STPs shall provide all functions of the Operations, Maintenance and Administration Part (OMAP) as specified in applicable industry standard technical references, which may include, where available in BellSouth's network, MTP Routing Verification Test (MRVT) and SSCP Routing Verification Test (SRVT).
- 10.3.2.6 **[Open to CLECS]** Where the destination signaling point is a BellSouth local or tandem switching system or database, or is a <<customer_short_name>> or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point.

In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement may be superseded by the specifications for Internetwork MRVT and SRVT when these become approved ANSI standards and available capabilities of BellSouth STPs.

- 10.3.2.7 [Open to CLECs] <<customer_short_name>> may choose to route SS7 signaling information (e.g., ISUP, TSAP) from <<customer_short_name>>'s signaling network to another LECs or CMRS provider's signaling network via BellSouth's signaling network for the purpose of exchanging call processing/network information between <<customer_short_name>> and the other LEC's or CMRS provider's network, whether or not BellSouth has a trunk to the terminating switching, provided that, where BellSouth does not have such a trunk, <<customer_short_name>> furnishes BellSouth with:
 - 10.3.2.7.1 [Open to CLECs] the destination point codes ("DPCs") of all the LEC or CMRS provider switches to which it wishes to send transit signaling;
 - 10.3.2.7.2 [Open to CLECs] the identify of the STPs in BellSouth's network in which each DPC will be translated; and
 - 10.3.2.7.3 [Open to CLECs] the identity of the STPs in the other signaling network to which such transit signaling will be sent.
- 10.4 [Open to CLECs] SS7 Advanced Intelligent Network (AIN) Access
 - 10.4.1 [Open to CLECs] When technically feasible and upon request by <<customer_short_name>>, SS7 AIN Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with <<customer_short_name>>'s SS7 network to exchange TCAP queries and responses with a <<customer_short_name>> SCP.
 - 10.4.2 [Open to CLECs] SS7 AIN Access shall provide <<customer_short_name>> SCP access to an equipped BellSouth local switch via interconnection of BellSouth's SS7 and <<customer_short_name>> SS7 Networks. BellSouth shall offer SS7 AIN 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 <<customer_short_name>> SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
 - 10.4.3 [Open to CLECs] Interface Requirements

- 10.4.3.1 [Open to CLECs] BellSouth shall provide the following STP options to connect <<customer_short_name>> or <<customer_short_name>> designated local switching systems to the BellSouth SS7 network:
- 10.4.3.1.1 [Open to CLECs] An A-link interface from <<customer_short_name>> local switching systems; and,
- 10.4.3.1.2 [Open to CLECs] A B-link interface from <<customer_short_name>> local STPs.
- 10.4.3.2 [Open to CLECs] Each type of interface shall be provided by one or more layers of signaling links.
- 10.4.3.3 [Open to CLECs] The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the CO where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 10.4.3.4 [Open to CLECs] BellSouth shall provide intraoffice diversity between the SPOI and BellSouth STPs so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 10.4.3.5 [Open to CLECs] STPs shall provide all functions of the MTP as defined in the applicable industry standard technical references.
- 10.4.4 [Open to CLECs] Message Screening
- 10.4.4.1 [Open to CLECs] BellSouth shall set message screening parameters so as to accept valid messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship.
- 10.4.4.2 [Open to CLECs] BellSouth shall set message screening parameters so as to pass valid messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the <<customer_short_name>> switching system has a valid signaling relationship.
- 10.4.4.3 [Open to CLECs] BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from <<customer_short_name>> from any signaling point or network interconnected through BellSouth's SS7 network where the <<customer_short_name>> SCP has a valid signaling relationship.
- 10.5 [Open to CLECs] Service Control Points (SCP)/Databases

10.5.1	<p>[Open to CLECS] Call Related Databases provide the storage of, access to, and manipulation of information required to offer a particular service and/or capability. BellSouth shall provide access to the following Databases: Local Number Portability, LIDB, Toll-Free Number Database, Automatic Location Identification/Data Management System, and Calling Name Database. BellSouth also provides access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.</p> <p>[Open to CLECS] A SCP is deployed in a 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.</p>
10.5.2	<p>[Open to CLECS] Technical Requirements for SCPs/Databases</p>
10.5.3.1	<p>[Open to CLECS] BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCP/IP as the application layer protocol.</p>
10.5.3.2	<p>[Open to CLECS] BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).</p>
10.5.3.3	<p>[Open to CLECS] The reliability of interconnection options shall be consistent with requirements for diversity and survivability.</p>
10.6	<p>[Open to CLECS] Database Availability</p>
10.6.1	<p>[Open to CLECS] 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.</p>
10.6.2	<p>[Open to CLECS] The operational interface provided by BellSouth shall complete Database transactions (i.e., add, modify, delete) for NewSouth customer records stored in BellSouth databases within three (3) business days, or sooner where BellSouth provisions its own customer records within a shorter interval.</p>
10.7	<p>[Open to CLECS] Local Number Portability Database</p>
10.7.1	<p>[Open to CLECS] The Permanent Number Portability (PNP) database supplies routing numbers for calls involving numbers that have been ported from one local service provider to another. 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.</p>

- 10.8 **[Open to CLECs]** SS7 Network Interconnection
- 10.8.1 **[Open to CLECs]** SS7 Network Interconnection is the interconnection of <<customer_short_name>> local signaling transfer point switches or <<customer_short_name>> local or tandem switching systems with BellSouth signaling transfer point switches. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases, <<customer_short_name>> local or tandem switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.
- 10.8.2 **[Open to CLECs]** The connectivity provided by SS7 Network Interconnection shall fully support the functions of BellSouth switching systems and databases and <<customer_short_name>> or other third-party switching systems with A-link access to the BellSouth SS7 network.
- 10.8.3 **[Open to CLECs]** If traffic is routed based on dialed or translated digits between a <<customer_short_name>> local switching system and a BellSouth or other third-party local switching system, either directly or via a BellSouth tandem switching system, then it is a requirement that the BellSouth SS7 network convey via SS7 Network Interconnection the TCAP messages that are necessary to provide Call Management services (Automatic Callback, Automatic Recall, and Screening List Editing) between the <<customer_short_name>> local signaling transfer point switches and BellSouth or other third-party local switch.
- 10.8.4 **[Open to CLECs]** SS7 Network Interconnection shall provide:
- 10.7.4.1 **[Open to CLECs]** Signaling Data Link functions, as specified in ANSI T1.111.2;
- 10.7.4.2 **[Open to CLECs]** Signaling Link functions, as specified in ANSI T1.111.3; and
- 10.7.4.3 **[Open to CLECs]** Signaling Network Management functions, as specified in ANSI T1.111.4.
- 10.7.5 **[Open to CLECs]** SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service as specified in ANSI T1.112. This includes GTT and SCCP Management procedures as specified in ANSI T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party local or tandem switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is a <<customer_short_name>> local or tandem switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of <<customer_short_name>> local STPs and shall not include SCCP Subsystem Management of the destination.

- 10.7.6 [Open to CLECs] SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part as specified in ANSI T1.113.
- 10.7.7 [Open to CLECs] SS7 Network Interconnection shall provide all functions of the TCAP as specified in ANSI T1.114.
- 10.7.8 [Open to CLECs] If Internetwork MRVT and SRVT become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection may provide these functions of the OMAP.
- 10.7.9 [Open to CLECs] Interface Requirements
- 10.7.9.1 [Open to CLECs] The following SS7 Network Interconnection interface options are available to connect <<customer_short_name>> or <<customer_short_name>>-designated local or tandem switching systems or signaling transfer point switches to the BellSouth SS7 network:
- 10.7.9.1.1 [Open to CLECs] A-link interface from <<customer_short_name>> local or tandem switching systems; and
- 10.7.9.1.2 [Open to CLECs] B-link interface from <<customer_short_name>> STPs.
- 10.7.9.2 [Open to CLECs] The Signaling Point of Interconnection for each link shall be located at a cross-connect element in the central office where the BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the Signaling Points of interconnection. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface.
- 10.7.9.3 [Open to CLECs] BellSouth shall provide intraoffice diversity between the Signaling Points of Interconnection and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP.
- 10.7.9.4 [Open to CLECs] The protocol interface requirements for SS7 Network Interconnection include the MTP, ISDNUP, SCCP, and TCAP. These protocol interfaces shall conform to the applicable industry standard technical references.
- 10.7.9.5 [Open to CLECs] BellSouth shall set message screening parameters to accept messages from <<customer_short_name>> local or tandem switching systems destined to any signaling point in the BellSouth SS7 network with which the <<customer_short_name>> switching system has a valid signaling relationship.
- 10.7.9.6 [Open to CLECs] SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the applicable industry standard technical references.
- 11 Automatic Location Identification / Data Management System (ALI/DMS)**

11.1 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. <<customer_short_name>> will be required to provide BellSouth daily updates to the E911 database. <<customer_short_name>> shall also be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 service to <<customer_short_name>>'s End Users.

11.2 Technical Requirements

11.2.1 BellSouth shall provide <<customer_short_name>> the capability of providing updates to the ALI/DMS database. BellSouth shall provide error reports from the ALI/DMS database to <<customer_short_name>> after <<customer_short_name>> provides End User information for input into the ALI/DMS database.

11.2.2 <<customer_short_name>> shall conform to the National Emergency Number Association (NENA) recommended standards for LNP and updating the ALI/DMS database.

12 [Open to CLECs] ~~Calling Name Database Service~~

12.1 [Open to CLECs] ~~CNAM is the ability to associate a name with the calling party number, allowing the End User (to which a call is being terminated) to view the calling party's name before the call is answered. The calling party's information is accessed by queries launched to the CNAM database. This service also provides <<customer_short_name>> the opportunity to load and store its subscriber names in the BellSouth CNAM SCPs.~~

12.2 [Open to CLECs] ~~<<customer_short_name>> shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services. Said notice shall be in writing no less than sixty (60) calendar days prior to <<customer_short_name>>'s access to BellSouth's CNAM Database Services and shall be addressed to <<customer_short_name>>'s Local Contract Manager.~~

12.3 [Open to CLECs] ~~BellSouth's provision of CNAM Database Services to <<customer_short_name>> requires interconnection from <<customer_short_name>> to BellSouth CNAM SCPs. Such interconnections shall be established pursuant to Attachment 3 of this Agreement.~~

12.4 [Open to CLECs] ~~In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, <<customer_short_name>> shall provide its own CNAM SSP. <<customer_short_name>>'s CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".~~

- 12.5 [Open to CLECs] If <<customer_short_name>> elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telecordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that <<customer_short_name>> desires to query.
- 12.6 [Open to CLECs] If <<customer_short_name>> queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telecordia's CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway STPs. The payment of all costs associated with the transport of SS7 signals via a third party will be established by BellSouth and the third party or by mutual agreement of the Parties.
- 12.7 [Open to CLECs] The mechanism to be used by <<customer_short_name>> for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by <<customer_short_name>> in the BellSouth specified format and shall contain records for every working telephone number that can originate phone calls. It is the responsibility of <<customer_short_name>> to provide accurate information to BellSouth on a current basis.
- 12.8 [Open to CLECs] Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 12.9 [Open to CLECs] <<customer_short_name>> CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.
- 13 [Open to CLECs] Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network Access (AIN Tool Kit)**
- 13.1 [Open to CLECs] BellSouth's AIN Tool Kit shall provide <<customer_short_name>> the capability to create service applications in a BellSouth SCE and deploy those applications in a BellSouth SMS to a BellSouth SCP.
- 13.2 [Open to CLECs] BellSouth's AIN Tool Kit shall provide access to SCE hardware, software, testing and technical support (e.g., help desk, system administrator) resources available to <<customer_short_name>>. 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. Scheduling procedures shall provide <<customer_short_name>> with access at parity to these resources.

- 13.3 **[Open to CLECs]** BellSouth SCP shall partition and protect <<customer_short_name>> service logic and data from unauthorized access.
- 13.4 **[Open to CLECs]** When <<customer_short_name>> selects AIN Tool Kit, BellSouth shall provide training, documentation, and technical support to enable <<customer_short_name>> to use BellSouth's AIN Tool Kit to create and administer applications.
- 13.5 **[Open to CLECs]** <<customer_short_name>> access will be provided via remote data connection (e.g., dial-in, ISDN).
- 13.6 **[Open to CLECs]** BellSouth shall allow <<customer_short_name>> to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth.

14 [Open to CLECs] Operational Support Systems (OSS)

- 14.1 **[Open to CLECs]** BellSouth shall provide <<customer_short_name>> with nondiscriminatory access to operations support systems on an unbundled basis, in accordance with 47 CFR 51.319(g) and as set forth in Attachment 6. Operations support system ("OSS") functions consist of pre-ordering, ordering, provisioning, maintenance and repair, and billing functions supported by BellSouth's databases and information. BellSouth, as part of its duty to provide access to the pre-ordering function, shall provide <<customer_short_name>> with nondiscriminatory access to the same detailed information about the loop that is available to BellSouth.
- 14.2 **[Open to CLECs]** Denial/Restoral OSS Charge
 - 14.2.1 **[Open to CLECs]** In the event <<customer_short_name>> 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.
- 14.3 **[Open to CLECs]** Cancellation OSS Charge
 - 14.3.1 **[Open to CLECs]** <<customer_short_name>> will incur an OSS charge for an accepted LSR that is later canceled.
- 14.4 **[Open to CLECs]** Supplements or clarifications to a previously billed LSR will not incur another OSS charge.
- 14.5 **[Open to CLECs]** Network Elements and Other Services Manual Additive

14.6

~~[Open to CLECs] The Commissions in some states have ordered per element manual additive nonrecurring 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 A of this Attachment.~~

ATTACHMENT 2

2 Unbundled Loops

- 2.2.1 ~~[Open to CLECs]~~ The For this Exhibit B, the loop is the physical medium or functional path (i.e., DSL, DS3 or STS-1) on which a subscriber's traffic is carried from the MDF or similar terminating device in a central office up to the termination at the NID at the customer's premise. Each loop will be provisioned with a NID.

7 Local Switching

~~[Open to CLECs]~~ 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 Attachment 2 Section 7.1.2 1.5 to NuVox for the provision of a telecommunications service. BellSouth shall ~~provide non-discriminatory access to packet switching capability on an unbundled basis to NuVox for the provision of a telecommunications service only in the limited circumstance described below in Section 7.1.2.~~

- 7.1.1. Except as otherwise provided herein, BellSouth shall not impose any restrictions on NuVox regarding the use of Switching Capabilities purchased from BellSouth provided such use does not result in demonstrable harm to either the BellSouth network or personnel or the use of the BellSouth network by BellSouth or any other telecommunication carrier.

- 7.1.2. Local Circuit Switching Capability, including Tandem Switching Capability

- 7.1.2.1 Definition

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) All features, functions, and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, white page listings, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local

area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch; (D) switching provided by remote switching modules.

- 7.1.5 ~~[Open to CLECs]~~ A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port that includes all features then capable or a number of then capable features specifically requested by NuVox. ~~Any features that are not currently then capable but are technically feasible through the switch can be requested through the BFR process.~~
- 7.1.6 ~~[Open to CLECs]~~ BellSouth will provide to NuVox customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to Section 11 of Attachment 2; (iii) for NuVox's PIC'ed toll traffic in a two (2) PIC environment to an alternative ~~Operator services/DA directory assistance~~ platform designated by NuVox. NuVox customers may use the same dialing arrangements as BellSouth customers.
- 7.1.7 Switching Capability will also be capable of routing (1) local, intraLATA, interLATA, and calls to international customer's preferred carrier; (2) call features (e.g. call forwarding) and (3) Centrex capabilities.
- 7.1.8 Switching Capability will also be capable of routing (1) local, intraLATA, interLATA, and calls to international customer's preferred carrier; (2) call features (e.g. call forwarding) and (3) Centrex capabilities.
- 7.1.9 Where required to do so in order to comply with an effective Commission order, BellSouth will provide to NuVox purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. NuVox customers may use the same dialing arrangements as BellSouth customers, but obtain a NuVox branded service.
- 7.2 Technical Requirements
- 7.2.1 The requirements set forth in this Section apply to Local Switching, but not to the Data Switching function of Local Switching.
- 7.2.1.1 Local Switching shall be equal to or better than the requirements for Local Switching set forth in Telcordia (formerly BellCore)'s Local Switching Systems General Requirements (FR-NWT-000064).
- 7.2.1.2 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

- 7.2.1.3 ~~[Open to CLECs]~~ Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms, other than BellSouth's operator services or directory assistance, providing Network Elements or additional requirements (2) ~~Operator operator Services services~~ platforms, (3) ~~Directory directory Assistance-assistance~~ platforms, and (4) Repair Centers. Any other routing requests by NuVox will be made pursuant to the ~~Bona Fide Request~~/New Business Request Process as set forth in General Terms and Conditions.
- 7.2.1.4 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.
- 7.2.1.5 BellSouth shall activate service for a NuVox customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to NuVox's services without loss of switch feature functionality as defined in this Agreement.
- 7.2.1.6 BellSouth shall perform routine testing (e.g., Mechanized Loop Tests (MLT) and test calls such as 105, 107 and 108 type calls) and fault isolation on a mutually agreed upon schedule.
- 7.2.1.7 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.
- 7.2.1.8 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a nondiscriminatory manner.
- 7.2.1.9 BellSouth shall perform manual call trace and permit customer originated call trace.
- 7.2.1.10 Special Services provided by BellSouth will include the following:
- 7.2.1.10.1 Telephone Service Prioritization;
- 7.2.1.10.2 Related services for handicapped;
- 7.2.1.10.3 Soft dial tone where required by law; and
- 7.2.1.10.4 Any other service required by law.
- 7.2.1.11 BellSouth shall provide Switching Service Point (SSP) capabilities and signaling software to interconnect the signaling links destined to the Signaling Transfer Point Switch (STPS). These capabilities shall adhere to

Telcordia (formerly BellCore) specifications - TCAP (GR-1432-CORE), ISUP (GR-905-CORE), Call Management (GR-1429-CORE), Switched Fractional DS1 (GR-1357-CORE), Toll Free Service (GR-1428-CORE), Calling Name (GR-1597-CORE), Line Information Database (GR-954-CORE), and Advanced Intelligent Network (GR-2863-CORE).

- 7.2.1.12 BellSouth shall provide interfaces to adjuncts through Telcordia (formerly BellCore) standard interfaces. These adjuncts can include, but are not limited to, the Service Circuit Node and Automatic Call Distributors.
- 7.2.1.13 BellSouth shall provide performance data regarding a customer line, traffic characteristics or other measurable elements to NuVox, upon a reasonable request from NuVox. CLEC will pay BellSouth for all costs incurred to provide such performance data through the Business Opportunity Request process.
- 7.2.1.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party. Such feature offerings shall include but are not limited to:
- 7.2.1.14.1 [Open to CLECs] Basic and primary rate ISDN;
- 7.2.1.14.2 Residential features;
- 7.2.1.14.3 Customer Local Area Signaling Services (CLASS/LASS);
- 7.2.1.14.4 CENTREX (including equivalent administrative capabilities, such as customer accessible reconfiguration and detailed message recording); and
- 7.2.1.14.5 Advanced intelligent network triggers supporting NuVox and BellSouth service applications.
- BellSouth shall offer to NuVox all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Triggers that are currently available are:
- 7.2.1.14.5.1 Off-Hook Immediate
- 7.2.1.14.5.2 Off-Hook Delay
- 7.2.1.14.5.3 Termination Attempt
- 7.2.1.14.5.4 6/10 Public Office Dialing Plan
- 7.2.1.14.5.5 Feature Code Dialing

- 7.2.1.14.5.6 Customer Dialing Plan
- 7.2.1.14.6 When the following triggers are supported by BellSouth, BellSouth will make these triggers available to NuVox:
 - 7.2.1.14.6.1 Private EAMF Trunk
 - 7.2.1.14.6.2 Shared Interoffice Trunk (EAMF, SS7)
 - 7.2.1.14.6.3 N11
 - 7.2.1.14.6.4 Automatic Route Selection
 - 7.2.1.14.6.5 9XX Blocking and Toll Blocking
- 7.2.1.15 Where capacity exists, BellSouth shall assign each NuVox customer line the class of service designated by NuVox (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from NuVox customers to NuVox directory assistance operators at NuVox's option.
- 7.2.1.16 Where capacity exists, BellSouth shall assign each NuVox customer line the class of services designated by NuVox (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from NuVox customers to NuVox operators at NuVox's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to a NuVox Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.
- 7.2.1.17 Local Switching shall be offered in accordance with the technical specifications set forth in the following technical references:
 - 7.2.1.17.1 Telcordia (formerly BellCore) GR-1298-CORE, AIN Switching System Generic Requirements, as implemented in BellSouth's switching equipment;
 - 7.2.1.17.2 Telcordia (formerly BellCore) GR-1299-CORE, AIN Switch-Service Control Point (SCP)/Adjunct Interface Generic Requirements;
 - 7.2.1.17.3 Telcordia (formerly BellCore) TR-NWT-001284, AIN 0.1 Switching System Generic Requirements;
 - 7.2.1.17.4 Telcordia (formerly BellCore) SR-NWT-002247, AIN Release 1 Update.
- 7.2.2 Interface Requirements
 - 7.2.2.1 BellSouth shall provide the following interfaces to loops:

- 7.2.2.2 Standard Tip/Ring interface including loopstart or groundstart, on-hook signaling (e.g., for calling number, calling name and message waiting lamp);
- 7.2.2.3 Coin phone signaling;
- 7.2.2.4 Basic Rate Interface ISDN adhering to appropriate Telcordia (formerly BellCore) Technical Requirements;
- 7.2.2.5 Two-wire analog interface to PBX;
- 7.2.2.5.1 Four-wire analog interface to PBX;
- 7.2.2.11 BellSouth shall provide access to the following but not limited to:
- 7.2.2.12 SS7 Signaling Network or Multi-Frequency trunking if requested by NuVox;
- 7.2.2.13 [Open to CLECs] Interface to NuVox operator services systems or ~~Operator operator Services-services~~ through appropriate trunk interconnections for the system; and
- 7.2.2.14 [Open to CLECs] Interface to NuVox Directory Assistance Services through the NuVox switched network or to ~~Directory directory Assistancee assistance Services-services~~ through the appropriate trunk interconnections for the system; and 950 access or other NuVox required access to interexchange carriers as requested through appropriate trunk interfaces.
- 8.1 Interoffice transmission facility network elements include:
1. [Open to CLECs] Dedicated transport, defined as BellSouth's transmission facilities, including all technically feasible capacity-related services ~~including, but not limited to,~~ at DS1, DS3 and ~~STS-1OCn~~ levels, dedicated to a particular customer or carrier, that provide telecommunications between wire centers or switches owned by BellSouth.
 2. [Open to CLECs] Dark Fiber transport, defined as BellSouth's optical transmission facilities without attached multiplexing, aggregation or other electronics between BellSouth wire centers or switches;
 3. [Open to CLECs] Shared transport for use only with Local Switching, defined as transmission facilities shared by more than one carrier, including BellSouth, between BellSouth end office switches, between BellSouth end office switches and BellSouth

tandem switches, and between BellSouth tandem switches, in BellSouth's network.

8.1.1 BellSouth shall:

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

8.1.2 Provided that the facility is used to transport a significant amount of local exchange services, NuVox shall be entitled to convert existing interoffice transmission facilities (i.e., special access) to the corresponding interoffice transport network element option.

8.2 Technical Requirements of Common (Shared) Transport

8.2.1 Common (Shared) Transport provided on DS1 or VT1.5 circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Central Office to Central Office ("CO to CO") connections in the appropriate industry standards.

8.2.2 Common (Shared) Transport provided on DS3 circuits, STS-1 circuits, and higher transmission bit rate circuits, shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CO to CO connections in the appropriate industry standards.

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

8.2.4 At a minimum, Common (Shared) Transport shall meet all of the requirements set forth in the following technical references (as applicable for the transport technology being used):

- 8.2.4.1 ANSI T1.101-1994, American National Standard for Telecommunications - Synchronization Interface Standard Performance and Availability;
- 8.2.4.2 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
- 8.2.4.3 ANSI T1.102.01-199x, American National Standard for Telecommunications - Digital Hierarchy - VT1.5;
- 8.2.4.4 ANSI T1.105-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Basic Description including Multiplex Structure, Rates and Formats;
- 8.2.4.5 ANSI T1.105.01-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Automatic Protection Switching;
- 8.2.4.6 ANSI T1.105.02-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Payload Mappings;
- 8.2.4.7 ANSI T1.105.03-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Jitter at Network Interfaces;
- 8.2.4.8 ANSI T1.105.03a-1995, American National Standard for Telecommunications - Synchronous Optical Network (SONET): Jitter at Network Interfaces - DS1 Supplement;
- 8.2.4.9 ANSI T1.105.05-1994, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Tandem Connection;
- 8.2.4.10 ANSI T1.105.06-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Physical Layer Specifications;
- 8.2.4.11 ANSI T1.105.07-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Sub STS-1 Interface Rates and Formats;
- 8.2.4.12 ANSI T1.105.09-199x, American National Standard for Telecommunications - Synchronous Optical Network (SONET) - Network Element Timing and Synchronization;

- 8.2.4.13 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
- 8.2.4.14 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
- 8.2.4.15 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
- 8.2.4.16 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
- 8.2.4.17 ANSI T1.117-1991, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (SONET) (Single Mode - Short Reach);
- 8.2.4.18 ANSI T1.403-1989, Carrier to Customer Installation, DS1 Metallic Interface Specification;
- 8.2.4.19 ANSI T1.404-1994, Network-to-Customer Installation - DS3 Metallic Interface Specification;
- 8.2.4.20 ITU Recommendation G.707, Network node interface for the synchronous digital hierarchy (SDH);
- 8.2.4.21 ITU Recommendation G.704, Synchronous frame structures used at 1544, 6312, 2048, 8488 and 44736 kbps hierarchical levels;
- 8.2.4.22 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
- 8.2.4.23 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
- 8.2.4.24 Telcordia (formerly BellCore) GR-253-CORE, Synchronous Optical Network Systems (SONET); Common Generic Criteria;
- 8.2.4.25 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FRNWT- 000064.);
- 8.2.4.26 Telcordia (formerly BellCore) TR-NWT-000776, Network Interface Description for ISDN Customer Access;

- 8.2.4.27 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.2.4.28 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.2.4.29 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.
- 8.3.1.2 ~~[Open to CLECs]~~ As a circuit (i.e., DS0, DS1, or DS3 or STS-1) dedicated to NuVox .
- 8.3.4 Technical Requirements
- This Section sets forth technical requirements for all Dedicated Transport.
- 8.3.4.1 ~~[Open to CLECs]~~ When BellSouth provides Dedicated Transport as a circuit or a system, the entire designated transmission circuit or system (i.e., DS0, DS1, DS3 or STS-1) shall be dedicated to NuVox designated traffic.
- 8.3.4.2 ~~[Open to CLECs]~~ BellSouth shall offer Dedicated Transport in all technologies that become available including, but not limited to, DS1, and DS3 and STS-1 transport systems, SONET (or SDH) Bi-directional Line Switched Rings, SONET (or SDH) Unidirectional Path Switched Rings, and SONET (or SDH) point-to-point transport systems (including linear add-drop systems), at all available transmission bit rates. While SONET Ring facilities are not available in every application, they are typically available in the major metropolitan areas.
- 8.3.4.3 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.
- 8.3.4.4 Where applicable, for DS3 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for CI to CO connections in the appropriate industry standards.
- 8.3.4.5 BellSouth shall offer the following interface transmission rates for Dedicated Transport:

- 8.3.4.5.2 DS1 (Extended SuperFrame - ESF and D4 channel bank shall be provided);
- 8.3.4.5.3 DS3 where applicable (M13 multiplexer shall be provided);
- 8.3.4.5.4 SDH Standard interface rates in accordance with International Telecommunications Union (ITU) Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.
- 8.3.4.6 When Dedicated Transport is provided as a system, BellSouth shall design the system according to our network infrastructure to allow for the termination points specified by NuVox .
- 8.3.5 At a minimum, Dedicated Transport shall meet each of the requirements set forth in the following technical references:
 - 8.3.5.1 ANSI T1.231-1993 -American National Standard for Telecommunications - Digital Hierarchy - Layer 1 In-Service Digital Transmission performance monitoring.
 - 8.3.5.1.1 ANSI T1.102-1993, American National Standard for Telecommunications - Digital Hierarchy - Electrical Interfaces;
 - 8.3.5.1.2 ANSI T1.106-1988, American National Standard for Telecommunications - Digital Hierarchy - Optical Interface Specifications (Single Mode);
 - 8.3.5.1.3 ANSI T1.107-1988, American National Standard for Telecommunications - Digital Hierarchy - Formats Specifications;
 - 8.3.5.1.4 ANSI T1.107a-1990 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications (DS3 Format Applications);
 - 8.3.5.1.5 ANSI T1.107b-1991 - American National Standard for Telecommunications - Digital Hierarchy - Supplement to Formats Specifications;
 - 8.3.5.1.6 Telcordia (formerly BellCore) FR-440 and TR-NWT-000499, Transport Systems Generic Requirements (TSGR): Common Requirements;
 - 8.3.5.1.7 Telcordia (formerly BellCore) GR-820-CORE, Generic Transmission Surveillance: DS1 & DS3 Performance;
 - 8.3.5.1.8 Telcordia (formerly BellCore) TR-NWT 000507, Transmission, Section 7, Issue 5 (Telcordia (formerly BellCore), December 1993). (A module of LSSGR, FRNWT- 000064.);

- 8.3.5.1.9 Telcordia (formerly BellCore) TR-INS-000342, High-Capacity Digital Special Access Service-Transmission Parameter Limits and Interface Combinations, Issue 1 February 1991;
- 8.3.5.1.10 Telcordia (formerly BellCore) ST-TEC 000052, Telecommunications Transmission Engineering Textbook, Volume 2: Facilities, Third Edition, Issue I May 1989;
- 8.3.5.1.11 Telcordia (formerly BellCore) ST-TEC-000051, Telecommunications Transmission Engineering Textbook Volume 1: Principles, Third Edition. Issue 1 August 1987.

9. Tandem Switching

9.1 Definition

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

9.2 Technical Requirements

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

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

9.2.1.2 Tandem Switching will provide screening as jointly agreed to by NuVox and BellSouth;

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

9.2.1.4 Tandem Switching shall provide access to Toll Free number portability database as designated by NuVox;

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

- 9.2.1.6 Tandem Switching shall provide connectivity to PSAPs where 911 solutions are deployed and the tandem is used for 911; and
- 9.2.1.7 Where appropriate, Tandem Switching shall provide connectivity to transit traffic to and from other carriers.
- 9.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.
- 9.2.3 Tandem Switching shall provide local tandem functionality between two end offices including two offices belonging to different CLEC's (e.g., between a CLEC end office and the end office of another CLEC).
- 9.2.4 Tandem Switching shall preserve CLASS/LASS features and Caller ID as traffic is processed.
- 9.2.5 Tandem Switching shall record billable events and send them to the area billing centers designated by NuVox. Tandem Switching will provide recording of all billable events as jointly agreed to by NuVox and BellSouth.
- 9.2.6 Upon a reasonable request from NuVox, 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 NuVox.
- 9.2.7 BellSouth shall maintain NuVox's trunks and interconnections associated with Tandem Switching at least at parity to its own trunks and interconnections.
- 9.2.8 BellSouth shall control congestion points and network abnormalities. All traffic will be restricted in a non discriminatory manner.
- 9.2.9 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 NuVox and BellSouth.
- 9.2.10 Tandem Switching shall process originating toll-free traffic received from NuVox local switch.
- 9.2.11 In support of AIN triggers and features, Tandem Switching shall provide SSP capabilities when these capabilities are not available from the Local Switching Network Element, to the extent such Tandem Switch has such capability.

- 9.3 Interface Requirements
 - 9.3.1 Tandem Switching shall provide interconnection to the E911 PSAP where the underlying Tandem is acting as the E911 Tandem.
 - 9.3.2 Tandem Switching shall interconnect, with direct trunks, to all carriers with which BellSouth interconnects.
 - 9.3.3 BellSouth shall provide all signaling necessary to provide Tandem Switching with no loss of feature functionality.
 - 9.3.4 Tandem Switching shall interconnect with NuVox's switch, using two-way trunks, for traffic that is transiting via BellSouth network to interLATA or intraLATA carriers. At NuVox's request, Tandem Switching shall record and keep records of traffic for billing.
 - 9.3.5 Tandem Switching shall provide an alternate final routing pattern for NuVox traffic overflowing from direct end office high usage trunk groups.
- 9.4 Tandem Switching shall meet or exceed (i.e., be more favorable to NuVox) each of the requirements for Tandem Switching set forth in the following technical references:
 - 9.4.1 Bell Communications Research TR-TSY-000540 Issue 2R2, Tandem Supplement, 6/1/90;
 - 9.4.2 GR-905-CORE covering CCSNIS;
 - 9.4.3 GR-1429-CORE for call management features; and
 - 9.4.4 GR-2863-CORE and Telcordia (formerly BellCore) GR-2902-CORE covering CCS AIN interconnection
- 10.7 Port/Loop Combinations
 - 10.7.1 ~~[Open to CLECs]~~ Except as specified in Section 10.7.1.1 below, at NuVox's request, BellSouth shall provide access to Existing Combinations of port and loop network elements, as set forth in Section 10.7.4 below. Such port and loop combinations will provide local exchange service for the origination and termination of calls.
 - 10.7.1.1 BellSouth shall not provide access to combinations of port and loop network elements in locations where, pursuant to FCC rules, BellSouth is not required to provide circuit switching as an unbundled network element.

- 10.7.4 Port/Loop Combination Offerings
 - 10.7.4.1 2-wire voice grade port, voice grade loop, virtual cross connect, 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.
 - 10.7.4.2 2-wire voice grade DID port, voice grade loop, virtual cross connect, 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.
 - 10.7.4.3 2-wire CENTREX port, voice grade loop virtual cross connect, 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.
 - 10.7.4.4. 2-wire ISDN Basic Rate Interface, voice grade loop virtual cross connect, 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 Signaling

[Open to CLECs] BellSouth agrees to offer access to signaling and access to BellSouth's signaling databases subject to compatibility testing and at the rates set forth in this Attachment only in conjunction with NuVox's purchase of Local Switching pursuant to this Exhibit B. 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.

- 12.1 Definition of Signaling Link Transport

Signaling Link Transport is a set of two (2) or four (4) dedicated 56 Kbps. transmission paths between CLEC-designated Signaling Points of Interconnection (SPOI) that provides appropriate physical diversity.
- 12.2 Technical Requirements
 - 12.2.1 Signaling Link Transport shall consist of full duplex mode fifty-six (56) kbps transmission paths.
 - 12.2.2 Of the various options available, Signaling Link Transport shall perform in the following two (2) ways:

- 12.2.2.1 As an “A-link” which is a connection between a switch or SCP and a home Signaling Transfer Point Switch (STP) pair; and
- 12.2.2.2 As a “B-link” which is a connection between two (2) STP pairs in different company networks (e.g., between two (2) STP pairs for two (2) Competitive Local Exchange Carriers (CLECs)).
- 12.2.3 Signaling Link Transport shall consist of two (2) or more signaling link layers as follows:
 - 12.2.3.1 An A-link layer shall consist of two (2) links.
 - 12.2.3.2 A B-link layer shall consist of four (4) links.
- 12.2.4 A signaling link layer shall satisfy a performance objective such that:
 - 12.2.4.1 There shall be no more than two (2) minutes down time per year for an A-link layer; and
 - 12.2.4.2 There shall be negligible (less than two (2) seconds) down time per year for a B-link layer.
- 12.2.5 A signaling link layer shall satisfy interoffice and intraoffice diversity of facilities and equipment, such that:
 - 12.2.5.1 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 (2) separate physical paths end-to-end); and
 - 12.2.5.2 No two (2) concurrent failures of facilities or equipment shall cause the failure of all four (4) links in a B-link layer (i.e., the links should be provided on a minimum of three (3) separate physical paths end-to-end).
- 12.3 Interface Requirements
 - 12.3.1 There shall be a DS1 (1.544 Mbps) interface at the NuVox-designated SPOIs. Each fifty-six (56) kbps transmission path shall appear as a DS0 channel within the DS1 interface.
- 13. Signaling Transfer Points (STPs)**
 - 13.1 Definition - Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the

exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches.

- 13.2 Technical Requirements
 - 13.2.1 STPs shall provide access to Network Elements connected to BellSouth SS7 network. These include:
 - 13.2.1.1 BellSouth Local Switching or Tandem Switching;
 - 13.2.1.2 BellSouth Service Control Points/DataBases;
 - 13.2.1.3 Third-party local or tandem switching;
 - 13.2.1.4 Third-party-provided STPs.
 - 13.2.2 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.
 - 13.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between a NuVox local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between NuVox 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.
 - 13.2.4 STPs shall provide all functions of the MTP as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. This includes:
 - 13.2.4.1 Signaling Data Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements,
 - 13.2.4.2 Signaling Link functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements, and
 - 13.2.4.3 Signaling Network Management functions, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements.

- 13.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Telcordia (formerly BellCore) ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a NuVox or third party local or tandem switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a NuVox database, then NuVox agrees to provide BellSouth with the Destination Point Code for the NuVox database.
- 13.2.6 **[Open to CLECs]** STPs shall provide on a non-discriminatory basis all **functions of the OMAP** commonly provided by STPs, as specified in the reference in Section 13.4.5 of this Attachment **Exhibit**. All OMAP functions will be on a "where available" basis and can include:
- 13.2.6.1 MTP Routing Verification Test (MRVT) and
- 13.2.6.2 SCCP Routing Verification Test (SRVT)
- 13.2.7 In cases where the destination signaling point is a BellSouth local or tandem switching system or database, or is a NuVox or third party local or tandem switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by NuVox and BellSouth.
- 13.2.8 STPs shall be on parity with BellSouth.
- 13.2.9 SS7 Advanced Intelligent Network (AIN) Access
- 13.2.9.1 When technically feasible and upon request by NuVox, SS7 Access shall be made available in association with switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the NuVox SS7 network to exchange TCAP queries and responses with a NuVox SCP.

- 13.2.9.2 SS7 AIN Access shall provide NuVox SCP access to BellSouth local switch in association with switching via interconnection of BellSouth SS7 and NuVox 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 NuVox SCP as at least at parity with BellSouth's SCPs in terms of interfaces, performance and capabilities.
- 13.3 Interface Requirements
- 13.3.1 BellSouth shall provide the following STPs options to connect NuVox or NuVox -designated local switching systems or STPs to BellSouth SS7 network:
- 13.3.1.1 An A-link interface from NuVox local switching systems; and.
- 13.3.1.2 A B-link interface from NuVox local STPs.
- 13.3.2 Each type of interface shall be provided by one (1) or more sets (layers) of signaling links.
- 13.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting NuVox local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and NuVox will work jointly to establish mutually acceptable SPOIs.
- 13.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and NuVox will work jointly to establish mutually acceptable SPOIs.
- 13.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:
- 13.3.5.1 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network

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

- 13.3.5.2 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).
- 13.3.6 Message Screening
 - 13.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from NuVox local or tandem switching systems destined to any signaling point within BellSouth's SS7 network where the NuVox switching system has a legitimate signaling relation.
 - 13.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from NuVox local or tandem switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the NuVox switching system has a legitimate signaling relation.
 - 13.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from NuVox from any signaling point or network interconnected through BellSouth's SS7 network where the NuVox SCP has a legitimate signaling relation.
- 13.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:
 - 13.4.1 ANSI T1.111-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP);
 - 13.4.2 ANSI T1.111A-1994 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Message Transfer Part (MTP) Supplement;
 - 13.4.3 ANSI T1.112-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Signaling Connection Control Part (SCCP);
 - 13.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;
 - 13.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

- 13.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);
- 13.4.7 Telcordia (formerly BellCore) GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and
- 13.4.8 Telcordia (formerly BellCore) GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP).

14. Service Control Points/DataBases

14.1 Definition

14.1.1 [Open to CLÉCs] Databases are the Network Elements that provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability only in conjunction with NuVox's purchase of Local Switching pursuant to this Exhibit B. Databases include, but are not limited to: Local Number Portability, LIDB, Toll Free Number Database, Automatic Location Identification/Data Management System, Calling Name Database, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

14.1.2 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.

14.2 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 NuVox in accordance with the following requirements.

14.2.1 BellSouth shall provide physical access to SCPs through the SS7 network and protocols with TCAP as the application layer protocol.

14.2.2 BellSouth shall provide physical interconnection to databases via industry standard interfaces and protocols (e.g. SS7, ISDN and X.25).

14.2.3 The reliability of interconnection options shall be consistent with requirements for diversity and survivability.

14.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of thirty (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.

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

14.3 Local Number Portability Database

14.3.1 Definition

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

14.4 Line Information Database (LIDB)

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

14.4.1 Definition

The Line Information Database (LIDB) is a transaction-oriented database accessible through Common Channel Signaling (CCS) networks. It contains records associated with end user Line Numbers and Special Billing Numbers. LIDB accepts queries from other Network Elements and provides appropriate responses. The query originator need not be the

owner of LIDB data. LIDB queries include functions such as screening billed numbers that provides the ability to accept Collect or Third Number Billing calls and validation of Telephone Line Number based non-proprietary calling cards. The interface for the LIDB functionality is the interface between BellSouth CCS network and other CCS networks. LIDB also interfaces to administrative systems.

14.4.2 Technical Requirements

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

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

- 14.4.2.8 BellSouth shall provide LIDB systems such that no more than 0.01% of NuVox customer records will be missing from LIDB, as measured by NuVox audits. BellSouth will audit NuVox records in LIDB against DBAS to identify record mismatches and provide this data to a designated NuVox contact person to resolve the status of the records and BellSouth will update system appropriately. BellSouth will refer record of mismatches to NuVox within one business day of audit. Once reconciled records are received back from NuVox, BellSouth will update LIDB the same business day if less than 500 records are received before 1:00PM Central Time. If more than 500 records are received, BellSouth will contact NuVox to negotiate a time frame for the updates, not to exceed three (3) business days.
- 14.4.2.9 BellSouth shall perform backup and recovery of all of NuVox'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.
- 14.4.2.10 BellSouth shall provide NuVox with LIDB reports of data which are missing or contain errors, as well as any misrouted errors, within a reasonable time period as negotiated between NuVox and BellSouth.
- 14.4.2.11 BellSouth shall prevent any access to or use of NuVox data in LIDB by BellSouth personnel that are outside of established administrative and fraud control personnel, or by any other Party that is not authorized by NuVox in writing.
- 14.4.2.12 BellSouth shall provide NuVox performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by NuVox at least at parity with BellSouth Customer Data. BellSouth shall obtain from NuVox the screening information associated with LIDB Data Screening of NuVox 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 NuVox under the Bona Fide Request/New Business Process as set forth in General Terms and Conditions.
- 14.4.2.13 BellSouth shall accept queries to LIDB associated with NuVox customer records, and shall return responses in accordance with industry standards.

- 14.4.2.14 BellSouth shall provide mean processing time at the LIDB within 0.50 seconds under normal conditions as defined in industry standards.
- 14.4.2.15 BellSouth shall provide processing time at the LIDB within 1 second for 99% of all messages under normal conditions as defined in industry standards.
- 14.4.3 Interface Requirements
 - BellSouth shall offer LIDB in accordance with the requirements of this subsection.
 - 14.4.3.1 The interface to LIDB shall be in accordance with the technical references contained within.
 - 14.4.3.2 The CCS interface to LIDB shall be the standard interface described herein.
 - 14.4.3.3 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.
- 14.5 Toll Free Number Database
 - The Toll Free Number Database is a SCP that provides functionality necessary for toll free (e.g., 800 and 888) number services by providing routing information and additional so-called vertical features during call set-up in response to queries from SSPs. BellSouth shall provide the Toll Free Number Database in accordance with the following:
 - 14.5.1 Technical Requirements
 - 14.5.1.1 BellSouth shall make BellSouth Toll Free Number Database available for NuVox to query with a toll-free number and originating information.
 - 14.5.1.2 The Toll Free Number Database shall return carrier identification and, where applicable, the queried toll free number, translated numbers and instructions as it would in response to a query from a BellSouth switch.
 - 14.5.1.3 The SCP shall also provide, at NuVox 's option, such additional feature as described in SR-TSV-002275 (BOC Notes on BellSouth Networks, SR-TSV- 002275, Issue 2, (Telcordia (formerly BellCore), April 1994)) as are available to BellSouth. These may include but are not limited to:
 - 14.5.1.3.1 Network Management;

- 14.5.1.3.2 Customer Sample Collection; and
- 14.5.1.3.3 Service Maintenance
- 14.8 Calling Name (CNAM) Database Service

[Open to CLECs] The Agreement for Calling Name (CNAM) with standard pricing is included as ~~Exhibit Addendum B~~ to this Amendment~~Exhibit~~. NuVox must provide to its account manager a written request with a requested activation date to activate this service. If NuVox is interested in requesting CNAM with volume and term pricing, NuVox must contact its account manager to request a separate CNAM volume and term Agreement.

- 14.9 SCPs/Databases shall be equal to or better than all of the requirements for SCPs/Databases set forth in the following technical references:
 - 14.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Telcordia (formerly BellCore), December 199);
 - 14.9.2 GR-1432-CORE, CCS Network Interface Specification (CCSNIS) Supporting Signaling Connection Control Part (SCCP) and Transaction Capabilities Application Part (TCAP). (Telcordia (formerly BellCore), March 1994);
 - 14.9.3 GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service 6, Issue 1, Rev. 1 (Telcordia (formerly BellCore), October 1995);
 - 14.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Telcordia (formerly BellCore), October 1995) (Replaces TR-NWT-001149);
 - 14.9.5 Telcordia (formerly BellCore) GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Telcordia (formerly BellCore), October 1995);
 - 14.9.6 Telcordia (formerly BellCore) GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Telcordia (formerly BellCore), May 1995); and
 - 14.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Telcordia (formerly BellCore), April 1994).

- 14.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.
- 14.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide NuVox the capability that will allow NuVox 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.
- 14.10.2 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 NuVox. Scheduling procedures shall provide NuVox equivalent priority to these resources.
- 14.10.3 BellSouth SCP shall partition and protect NuVox service logic and data from unauthorized access, execution or other types of compromise.
- 14.10.4 When NuVox selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable NuVox 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.
- 14.10.5 When NuVox selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. NuVox access will be provided via remote data connection (*e.g.*, dial-in, ISDN).
- 14.10.6 When NuVox selects SCE/SMS AIN Access, BellSouth shall allow NuVox to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and end user subscription).

15. Dark Fiber

15.1 Definition

[Open to CLECs] Dark Fiber is optical transmission facilities without attached multiplexing, aggregation or other electronics that connects two (2) points within BellSouth's network for loops, i.e. the distribution frame in BellSouth's central office and the loop demarcation point at an End User's premises and for transport, that constitute transport as defined in 6.1 of Attachment 2. Dark Fiber also includes strands of optical fiber existing in aerial or underground cable which may have lightwave repeater

(regenerator or optical amplifier) equipment interspliced to it at appropriate distances, but which has no line terminating elements terminated to such strands to operationalize its transmission capabilities.

- 15.2 Requirements
- 15.2.1 BellSouth shall make available Dark Fiber where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. If BellSouth has plans to use the fiber within a two-year planning period, there is no requirement to provide said fiber to NuVox.
- 15.2.2 If the requested dark fiber has any lightwave repeater equipment interspliced to it, BellSouth will remove such equipment at NuVox's request subject to time and materials charges.
- 15.2.3 BellSouth shall use its best efforts to provide to NuVox information regarding the location, availability and performance parameters of Dark Fiber within ten (10) business days, after receiving a request from NuVox ("Request"). Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber ("Confirmation").
- 15.2.4 BellSouth shall use its best efforts to make Dark Fiber available to NuVox within thirty (30) business days after it receives written confirmation from NuVox that the Dark Fiber previously deemed available by BellSouth is wanted for use by NuVox. This includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX) or splice points) to enable NuVox to connect or splice NuVox provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber.

Addendum A

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

I. SCOPE

- A. This Agreement sets forth the terms and conditions pursuant to which BST agrees to store in its LIDB certain information at the request of the Local Exchange Company and pursuant to which BST, its LIDB customers and the Local Exchange Company shall have access to such information. Local Exchange Company understands that BST provides access to information in its LIDB to various telecommunications service providers pursuant to applicable tariffs and agrees that information stored at the request of Local Exchange Company, pursuant to this Agreement, shall be available to those telecommunications service providers. The terms and conditions contained in the attached Addendum(s) are hereby made a part of this Agreement as if fully incorporated herein.
- B. LIDB is accessed for the following purposes:
1. Billed Number Screening
 2. Calling Card Validation
 3. Fraud Control
- C. BST will provide seven days per week, 24-hours per day, fraud monitoring on Calling Cards, bill-to-third and collect calls made to numbers in BST's LIDB, provided that such information is included in the LIDB query. BST will establish fraud alert thresholds and will notify the Local Exchange Company of fraud alerts so that the Local Exchange Company may take action it deems appropriate. Local Exchange Company understands and agrees BST will administer all data stored in the LIDB, including the data provided by Local Exchange Company pursuant to this Agreement, in the same manner as BST's data for BST's End User customers. BST shall not be responsible to Local Exchange Company for any lost revenue which may result from BST's administration of the LIDB pursuant to its established practices and procedures as they exist and as they may be changed by BST in its sole discretion from time to time.

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

Addendum A

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

- (a) The Local Exchange Company agrees that it will accept responsibility for telecommunications services billed by BST for its billing and collection customers for Local Exchange Company's End User accounts which are resident in LIDB pursuant to this Agreement. Local Exchange Company authorizes BST to place such charges on Local Exchange Company's bill from BST and agrees that it shall pay all such charges. Charges for which Local Exchange Company hereby takes responsibility include, but are not limited to, collect and third number calls.
- (b) Charges for such services shall appear on a separate BST bill page identified with the name of the entity for which BST is billing the charge.
- (c) Local Exchange Company shall have the responsibility to render a billing statement to its End Users for these charges, but Local Exchange Company's obligation to pay BST for the charges billed shall be independent of whether Local Exchange Company is able or not to collect from the Local Exchange Company's End Users.
- (d) BST shall not become involved in any disputes between Local Exchange Company and the entities for which BST performs billing and collection. BST will not issue adjustments for charges billed on behalf of an entity to Local Exchange Company. It shall be the responsibility of the Local Exchange Company and the other entity to negotiate and arrange for any appropriate adjustments.

II. TERM

This Agreement will be effective as of June 30, 2000 and will continue in effect for one year, and thereafter may be continued until terminated by either Party upon thirty (30) days written notice to the other Party.

III. FEES FOR SERVICE AND TAXES

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

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

IV. INDEMNIFICATION

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

V. LIMITATION OF LIABILITY

~~[Open to CLECs]~~ Except in cases of gross negligence or willful misconduct, neither Party shall be liable to the other Party for any lost profits or revenues or for any indirect, incidental or consequential damages incurred by the other Party arising from this Agreement or the services performed or not performed hereunder, regardless of the cause of such loss or damage.

VI. MISCELLANEOUS

- A. It is understood and agreed to by the Parties that BST may provide similar services to other companies.
- B. All terms, conditions and operations under this Agreement shall be performed in accordance with, and subject to, all applicable local, state or federal legal and regulatory tariffs, rulings, and other requirements of the federal courts, the U. S. Department of Justice and state and federal regulatory agencies.

Addendum A

Nothing in this Agreement shall be construed to cause either Party to violate any such legal or regulatory requirement and either Party's obligation to perform shall be subject to all such requirements.

- C. The Local Exchange Company agrees to submit to BST all advertising, sales promotion, press releases, and other publicity matters relating to this Agreement wherein BST's corporate or trade names, logos, trademarks or service marks or those of BST's affiliated companies are mentioned or language from which the connection of said names or trademarks therewith may be inferred or implied; and the Local Exchange Company further agrees not to publish or use advertising, sales promotions, press releases, or publicity matters without BST's prior written approval.
- D. This Agreement constitutes the entire Agreement between the Local Exchange Company and BST which supersedes all prior Agreements or contracts, oral or written representations, statements, negotiations, understandings, proposals and undertakings with respect to the subject matter hereof.
- E. Except as expressly provided in this Agreement, if any part of this Agreement is held or construed to be invalid or unenforceable, the validity of any other Section of this Agreement shall remain in full force and effect to the extent permissible or appropriate in furtherance of the intent of this Agreement.
- F. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement for any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, strikes, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.
- G. This Agreement shall be deemed to be a contract made under the laws of the State of Georgia, and the construction, interpretation and performance of this Agreement and all transactions hereunder shall be governed by the domestic law of such State.

Addendum B

CALLING NAME DELIVERY (CNAM) DATABASE SERVICES

1. Definitions

[Open to CLECs] For the purpose of this Attachment Addendum, the following terms shall be defined as:

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

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

COMMON CHANNEL SIGNALING SYSTEM 7 (CCS7) - A network signaling technology in which all signaling information between two (2) or more nodes is transmitted over high-speed data links, rather than over voice circuits.

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

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

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

SUBSYSTEM NUMBER (SSN) - The address used in the Signaling Connection Control Part (SCCP) layer of the SS7 protocol to designate an application at an end signaling point. A SSN for CNAM at the end office designates the CNAM application within the end office. BellSouth uses the CNAM SSN of 232.

2.0 [Open to CLECs] ATTACHMENT Addendum B

2.01 [Open to CLECs] This Attachment Addendum contains the terms and conditions where BellSouth will provide to NuVox access to the BellSouth CNAM SCP for query or record storage purposes.

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2.02 **[Open to CLECs]** NuVox shall submit to BellSouth a notice of its intent to access and utilize BellSouth CNAM Database Services pursuant to the terms and conditions of this Attachment ~~Addendum~~. Said notice shall be in writing, no less than sixty (60) days prior to NuVox's access to BellSouth's CNAM Database Services and shall be addressed to NuVox's Account Manager.

3.0 PHYSICAL CONNECTION AND COMPENSATION

3.01 **[Open to CLECs]** BellSouth's provision of CNAM Database Services to NuVox requires interconnection from NuVox to BellSouth CNAM Service Control Points (SCPs). Such interconnections shall be established pursuant to Attachment 3 of this Agreement. The appropriate charge for access to and use of the BellSouth CNAM Database service shall be as set forth in this Attachment ~~Addendum~~.

3.02 In order to formulate a CNAM query to be sent to the BellSouth CNAM SCP, NuVox shall provide its own CNAM SSP. NuVox's CNAM SSPs must be compliant with TR-NWT-001188, "CLASS Calling Name Delivery Generic Requirements".

3.03 If NuVox elects to access the BellSouth CNAM SCP via a third party CCS7 transport provider, the third party CCS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia (formerly BellCore)'s CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points (LSTPs) serving the BellSouth CNAM SCPs that NuVox desires to query.

3.04 Out-Of-Region Customers

If the customer queries the BellSouth CNAM SCP via a third party national SS7 transport provider, the third party SS7 provider shall interconnect with the BellSouth CCS7 network according to BellSouth's Common Channel Signaling Interconnection Guidelines and Telcordia's (formerly BellCore's) CCS Network Interface Specification document, TR-TSV-000905. In addition, the third party provider shall establish SS7 interconnection at one or more of the BellSouth Gateway Signal Transfer Points (STPs). The payment of all costs associated with the transport of SS7 signals via a third party will be established by mutual agreement of the Parties in writing and shall, by this reference become an integral part of this Agreement.

4.0 CNAM RECORD INITIAL LOAD AND UPDATES

4.1 The mechanism to be used by NuVox for initial CNAM record load and/or updates shall be determined by mutual agreement. The initial load and all updates shall be provided by NuVox in the BellSouth specified format and shall

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contain records for every working telephone number that can originate phone calls. It is the responsibility of NuVox to provide accurate information to BellSouth on a current basis.

- 4.2 Updates to the SMS shall occur no less than once a week, reflect service order activity affecting either name or telephone number, and involve only record additions, deletions or changes.
- 4.3 NuVox CNAM records provided for storage in the BellSouth CNAM SCP shall be available, on a SCP query basis only, to all Parties querying the BellSouth CNAM SCP. Further, CNAM service shall be provided by each Party consistent with state and/or federal regulation.

ATTACHMENT 7

5. OPTIONAL DAILY USAGE FILE

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

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

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

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

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

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

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

5.6.1 USAGE TO BE TRANSMITTED

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

- Message recording for per use/per activation type services (examples: Three Way Calling, Verify, Interrupt, Call Return, ETC.)
- Measured billable Local
- Directory Assistance messages
- IntraLATA Toll
- WATS & 800 Service
- N11
- Information Service Provider Messages
- Operator Services Messages
- Operator Services Message Attempted Calls (Network Element only)
- Credit/Cancel Records
- Usage for Voice Mail Message Service

- 5.6.1.2 Rated Incollects (originated in BellSouth and from other companies) can also be on Optional Daily Usage File. Rated Incollects will be intermingled with BellSouth recorded rated and unrated usage. Rated Incollects will not be packed separately.
- 5.6.1.3 BellSouth will perform duplicate record checks on records processed to Optional Daily Usage File. Any duplicate messages detected will be deleted and not sent to NuVox.
- 5.6.1.4 In the event that NuVox detects a duplicate on Optional Daily Usage File they receive from BellSouth, NuVox will drop the duplicate message (NuVox will not return the duplicate to BellSouth).
- 5.6.2 PHYSICAL FILE CHARACTERISTICS
 - 5.6.2.1 The Optional Daily Usage File will be distributed to NuVox via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a variable block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (175 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN.
 - 5.6.2.2 Data circuits (private line or dial-up) may be required between BellSouth and NuVox for the purpose of data transmission. Where a dedicated line is required, NuVox will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NuVox will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to NuVox. Additionally, all message toll charges associated with the use of the dial circuit by NuVox will be the responsibility of NuVox. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software that is required on the NuVox end for the purpose of data transmission will be the responsibility of NuVox.
- 5.6.3 PACKING SPECIFICATIONS
 - 5.6.3.1 A pack will contain a minimum of one (1) message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record.

One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

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

The data will be packed using ATIS EMI records.

5.6.4 PACK REJECTION

- 5.6.4.1 NuVox will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. NuVox will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NuVox by BellSouth.

5.6.5 CONTROL DATA

NuVox will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate NuVox received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by NuVox for reasons stated in the above section.

5.6.6 TESTING

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

6. ACCESS DAILY USAGE FILE

- 6.1. Upon written request from NuVox, BellSouth will provide the Access Daily Usage File (ADUF) service to NuVox pursuant to the terms and conditions set forth in this section.

- 6.2 NuVox shall furnish all relevant information required by BellSouth for the provision of the Access Daily Usage File.
- 6.3 The Access Daily Usage Feed will contain access messages associated with a port that NuVox has purchased from BellSouth.
- 6.4 Charges for delivery of the Access Daily Usage File will appear on NuVox's monthly bills. The charges are as set forth in Exhibit C to this Attachment. All messages will be in the standard Alliance for Telecommunications Industry Solutions (ATIS) EMI record format.
- 6.5 Messages that error in the billing system of NuVox will be the responsibility of NuVox. If, however, NuVox should encounter significant volumes of errored messages that prevent processing by NuVox within its systems, BellSouth will work with NuVox to determine the source of the errors and the appropriate resolution.
- 6.6 USAGE TO BE TRANSMITTED
- 6.6.1 The following messages recorded by BellSouth will be transmitted to NuVox:
- Interstate and intrastate access records associated with a port.
 - Undetermined jurisdiction access records associated with a port.
- 6.6.2 When NuVox purchases Network Element ports from BellSouth and calls are made using these ports, BellSouth will handle the calls as follows:
- Originating from Network Element and carried by Interexchange Carrier:
 - BellSouth will bill network element to CLEC and send access record to the CLEC via ADUF
 - Originating from network element and carried by BellSouth (NuVox is BellSouth's toll customer):
 - BellSouth will bill resale toll rates to NuVox and send toll record for the End User toll billing purposes via ODUF (Optional Daily Usage File). Access record will be sent to NuVox via ADUF.
 - Terminating on network element and carried by Interexchange Carrier:
 - BellSouth will bill network element to NuVox and send access record to NuVox.

Terminating on network element and carried by BellSouth:

BellSouth will bill network element to NuVox and send access record to NuVox.

- 6.6.3 BellSouth will perform duplicate record checks on records processed to the Access Daily Usage File. Any duplicate messages detected will be dropped and not sent to NuVox.
- 6.6.4 In the event that NuVox detects a duplicate on the Access Daily Usage File they receive from BellSouth, NuVox will drop the duplicate message (NuVox will not return the duplicate to BellSouth.)
- 6.6.5 **PHYSICAL FILE CHARACTERISTICS**
 - 6.6.5.1 The Access Daily Usage File will be distributed to NuVox via an agreed medium with CONNECT:Direct being the preferred transport method. The Daily Usage Feed will be a fixed block format (2476) with an LRECL of 2472. The data on the Daily Usage Feed will be in a non-compacted EMI format (210 byte format plus modules). It will be created on a daily basis (Monday through Friday except holidays). Details such as dataset name and delivery schedule will be addressed during negotiations of the distribution medium. There will be a maximum of one (1) dataset per workday per OCN.
 - 6.6.5.2 Data circuits (private line or dial-up) may be required between BellSouth and NuVox for the purpose of data transmission. Where a dedicated line is required, NuVox will be responsible for ordering the circuit, overseeing its installation and coordinating the installation with BellSouth. NuVox will also be responsible for any charges associated with this line. Equipment required on the BellSouth end to attach the line to the mainframe computer and to transmit successfully ongoing will be negotiated on a case by case basis. Where a dial-up facility is required, dial circuits will be installed in the BellSouth data center by BellSouth and the associated charges assessed to NuVox. Additionally, all message toll charges associated with the use of the dial circuit by NuVox will be the responsibility of NuVox. Associated equipment on the BellSouth end, including a modem, will be negotiated on a case by case basis between the Parties. All equipment, including modems and software that is required on the NuVox end for the purpose of data transmission will be the responsibility of NuVox.
- 6.6.6 **PACKING SPECIFICATIONS**
 - 6.6.6.1 A pack will contain a minimum of one (1) message record or a maximum of 99,999 message records plus a pack header record and a pack trailer record. One (1) transmission can contain a maximum of ninety-nine (99) packs and a minimum of one (1) pack.

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

The data will be packed using ATIS EMI records.

6.6.7 PACK REJECTION

- 6.6.7.1 NuVox will notify BellSouth within one (1) business day of rejected packs (via the mutually agreed medium). Packs could be rejected because of pack sequencing discrepancies or a critical edit failure on the Pack Header or Pack Trailer records (i.e. out-of-balance condition on grand totals, invalid data populated). Standard ATIS EMI Error Codes will be used. NuVox will not be required to return the actual rejected data to BellSouth. Rejected packs will be corrected and retransmitted to NuVox by BellSouth.

6.6.8 CONTROL DATA

NuVox will send one (1) confirmation record per pack that is received from BellSouth. This confirmation record will indicate NuVox received the pack and the acceptance or rejection of the pack. Pack Status Code(s) will be populated using standard ATIS EMI error codes for packs that were rejected by NuVox for reasons stated in the above section.

6.6.9 TESTING

- 6.6.9.1 Upon request from NuVox, BellSouth shall send test files to NuVox for the Access Daily Usage File. Testing shall consist of actual calls made from live accounts. A call log shall be supplied along with test request information. The Parties agree to review and discuss the file's content and/or format.