

**BellSouth Telecommunications, Inc.**

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TN REGULATORY AUTHORITY  
DOCKET ROOM

December 6, 2002

**VIA HAND DELIVERY**

Hon. Sara Kyle  
Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, Tennessee 37243-0505

**DOCKET NO.**

02-01295

Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Birch Telecom of the South, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*  
Docket No. 02-01109

Dear Chairman Kyle:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, Birch Telecom of the South, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority ("TRA") the original and thirteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated July 14, 2000. The Amendment extends the Term of the Agreement, modifies Attachments 2,3,4,7 and 9 and replaces the rates in Attachments 1,2,3,4,5 and 7.

Thank you for your attention to this matter.

Sincerely yours,

  
Guy M. Hicks

GMH/dt

Enclosure

cc: Greg Lawhon, Attorney for Birch Telecom of the South, Inc.

BEFORE THE TENNESSEE REGULATORY AUTHORITY  
Nashville, Tennessee

In re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and Birch Telecom of the South, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996*

Docket No. 02-01109

**PETITION FOR APPROVAL OF THE**  
**AMENDMENT TO THE INTERCONNECTION AGREEMENT**  
**NEGOTIATED BETWEEN BELL SOUTH TELECOMMUNICATIONS, INC.**  
**AND BIRCH TELECOM OF THE SOUTH, INC.**  
**PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996**

COME NOW, Birch Telecom of the South, Inc. ("Birch") and BellSouth Telecommunications, Inc., ("BellSouth"), and file this request for approval of the Amendment to the Interconnection Agreement dated July 14, 2000 (the "Amendments") negotiated between the two companies pursuant to Sections 251 and 252 of the Telecommunications Act of 1996, (the "Act"). In support of their request, Birch and BellSouth state the following:

1. Birch and BellSouth have successfully negotiated an agreement for interconnection of their networks, the unbundling of specific network elements offered by BellSouth and the resale of BellSouth's telecommunications services to Birch. The Interconnection Agreement was approved by the Tennessee Regulatory Authority ("TRA") on March 20, 2001.

2. The parties have recently negotiated an Amendment to the Agreement. The Amendment extends the Term of the Agreement, modifies Attachments 2, 3, 4, 7 and 9 and replaces the rates in Attachments 1,2,3,4,5 and 7. A copy of the Amendment is attached hereto and incorporated herein by reference.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, Birch and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The



**AMENDMENT TO INTERCONNECTION AGREEMENT  
BETWEEN  
BELLSOUTH TELECOMMUNICATIONS, INC.  
AND  
BIRCH TELECOM OF THE SOUTH, INC.**

Pursuant to this Amendment, (the "Amendment") to that certain Interconnection Agreement dated July 14, 2000, is executed this 1<sup>st</sup> day of October, 2002, by and between BellSouth Telecommunications, Inc. ("BellSouth"), a Georgia corporation, and Birch Telecom of the South, Inc. ("Birch"), a Delaware corporation, and shall be deemed effective as of the date of signatures by both parties. This Amendment may refer to either BellSouth or Birch as a "Party" or "Parties."

**W I T N E S S E T H**

WHEREAS, BellSouth is a local exchange telecommunications company authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee; and

WHEREAS, Birch is or seeks to become an alternative local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties entered into the above-referenced Interconnection Agreement to resell BellSouth's telecommunications services and/or interconnect their facilities, purchase network elements and other services, and exchange traffic specifically for the purposes of fulfilling their obligations pursuant to sections 251 and 252 of the Telecommunications Act of 1996 ("the Act"), and the Parties desire to continue such Interconnection Agreement as modified herein.

**NOW THEREFORE**, in consideration of the mutual provisions contained herein, BellSouth and Birch agree as follows:

1. General Terms and Conditions – Part A, sections(s) 1.1, 11, 16.1, 16.6 and 27 of the Agreement are hereby deleted and replaced by the terms and conditions in Exhibit 1 to this Agreement, incorporated herein by reference.
2. General Terms and Conditions – Part A, section(s) 9.7, 28, 29 and 30 are hereby added by the terms and conditions in Exhibit 1 to this Agreement, incorporated herein by reference.

3. Attachment 2, section 5.2.6 of the Agreement is hereby deleted and replaced by the terms and conditions in Exhibit 2 to this Agreement, incorporated by reference.
4. Attachment 2, section 2.1 of the Agreement is hereby added by the terms and conditions in Exhibit 2 to this Agreement, incorporated by reference.
5. Attachment 3, of the Agreement is hereby deleted and replaced in its entirety by the terms and conditions in Exhibit 3 of this Agreement, incorporated by reference.
6. Attachment 4, of the Agreement is hereby deleted and replaced in its entirety by the terms and conditions in Exhibit 4 of this Agreement, incorporated by reference.
7. Attachment 7, section 1.8 of the Agreement is hereby deleted and replaced by the terms and conditions in Exhibit 5 to this Agreement, incorporated by reference.
8. Attachment 9, of the Agreement is hereby deleted and replaced in its entirety by the terms and conditions in Exhibit 6 to this Agreement, incorporated by reference.
9. Rates contained in Attachment 1, Exhibits A and G of the Agreement for all states are hereby deleted and replaced by rates contained in Exhibit 7 to this Agreement, incorporated herein by reference.
10. Rates contained in Attachment 2, Exhibit C of the Agreement for all states are hereby deleted and replaced by rates contained in Exhibit 8 to this Agreement, incorporated herein by reference.
11. Rates contained in Attachment 3, Exhibit A of the Agreement for all states are hereby deleted and replaced by rates contained in Exhibit 9 to this Agreement, incorporated herein by reference.
12. Rates contained in Attachment 4, Exhibit A of the Agreement for all states are hereby deleted and replaced by rates contained in Exhibit 10 to this Agreement, incorporated herein by reference.
13. Rates contained in Attachment 5, Exhibit A of the Agreement for all states are hereby deleted and replaced by rates contained in Exhibit 11 to this Agreement, incorporated herein by reference.
14. Rates contained in Attachment 7, Exhibit A of the Agreement for all states are hereby deleted and replaced by rates contained in Exhibit 12 to this Agreement, incorporated herein by reference.

15. All of the other provisions of the Agreement, dated July 14, 2000, shall remain in full force and effect.

16. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment to be executed by their respective duly authorized representatives on the day and year above first written.

**BellSouth Telecommunications, Inc.**

*Elizabeth R. A. Shiroishi*  
Signature

Elizabeth R. A. Shiroishi

Assistant Director

10/2/02  
Date

**Birch Telecom of the South, Inc.**

*John Ivanuska*  
Signature

John Ivanuska

Vice President, Regulatory and  
Carrier Relations

10/1/02  
Date

General Terms and Conditions – Part A

**1. Term of the Agreement**

- 1.1 The term of this Agreement shall be five years, beginning as of the date of signature by both Parties and shall apply to the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee. If as of the expiration of this Agreement, a Subsequent Agreement (as defined in Section 1.2 below) has not been executed by the Parties, this Agreement shall continue on a month-to-month basis at the same terms, conditions and prices as those in effect as of the expiration date hereof while a Subsequent Agreement is being negotiated. The Parties' rights and obligations with respect to this Agreement after expiration shall be as set forth in Section 1.4 below.

**9. Intellectual Property Rights and Indemnification**

- 9.7 Dispute Resolution. Any claim arising under this Section 9 shall be excluded from the dispute resolution procedures set forth in Section 10 and shall be brought in a court of competent jurisdiction.

**11. Assignments**

Any assignment by either Party to any non-affiliated entity of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. A Party may assign this Agreement in its entirety to an Affiliate of the Party without the consent of the other Party; provided, however, that the assigning Party shall notify the other Party in writing of such assignment thirty (30) days prior to the Effective Date thereof and, provided further, if the assignee is an assignee of Birch, the assignee must provide evidence of Commission CLEC certification. The Parties shall amend this Agreement to reflect such assignments and shall work cooperatively to implement any changes required due to such assignment. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement in the event that the assignee fails to perform such obligations. Notwithstanding anything to the contrary in this Section, Birch shall not assign this Agreement to any Affiliate or non-affiliated entity unless either (1) Birch pays all bills, past due and current, under this Agreement, or (2) Birch's assignee expressly assumes liability for payment of such bills.

**16. Modification of Agreement**

- 16.1 BellSouth shall make available, pursuant to 47 USC § 252 and the FCC rules and regulations regarding such availability, to Birch any interconnection, service, or network element provided under any other agreement filed and approved pursuant to 47 USC § 252 provided a minimum of six months remains on the term of such agreement. The Parties shall adopt all rates, terms and conditions concerning such other interconnection, service or network element and any other rates, terms and conditions that are legitimately related. The adopted interconnection, service, or network element, provision and/or agreement shall apply to the same states as such other agreement and for the identical term of such other agreement.

**27. Entire Agreement**

- 27.1 This Agreement means the General Terms and Conditions, the Attachments identified below, and all documents identified therein, as such may be amended from time to time and which are incorporated herein by reference, all of which, when taken together, are intended to constitute one indivisible agreement. This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained in this Agreement and merges all prior discussions between them. Any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and Birch acknowledges and agrees that any and all amounts and obligations owed for services provisioned or orders placed under prior agreements between the Parties, related to the subject matter hereof, shall be due and owing under this Agreement and be governed by the terms and conditions of this Agreement as if such services or orders were provisioned or placed under this Agreement. Neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

This Agreement may include attachments with provisions for the following services:

Network Elements and Other Services  
Local Interconnection  
Resale  
Collocation

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

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

**28. Compliance with Applicable Law**

Each Party shall comply at its own expense with Applicable Law.

**29. Survival**

The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement Shall survive the termination or expiration of this Agreement.

**30. Indivisibility**

The Parties intend that this Agreement be indivisible and nonseverable, and each of the Parties acknowledges that it has assented to all of the covenants and promises in this Agreement as a single whole and that all of such covenants and promises, taken as a whole, constitute the essence of the contract. Without limiting the generality of the foregoing, each of the Parties acknowledges that any provision by BellSouth of collocation space under this Agreement is solely for the purpose of facilitating the provision of other services under this Agreement and that neither Party would have contracted with respect to the provisioning of collocation space under this Agreement if the covenants and promises of the other Party with respect to the other services provided under this Agreement had not been made. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, that the obligations of the Parties under this Agreement are interdependent, and that payment obligations under this Agreement are intended to be recouped against other payment obligations under this Agreement. Nothing in this section shall affect any telecommunications carrier's ability to exercise its rights under section 252(i) of the Telecommunications Act.

Attachment 2 - Network Elements and Other Services

**2.1 Unbundled Loops**

**2.1.24 Conversions for Unbundled Loops**

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

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

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

**5. Port/Loop Combinations**

**5.2.6** BellSouth shall make 911 updates in BellSouth 911 database for Birch's UNE port/loop combinations. BellSouth will not bill Birch for 911 surcharges. Birch is responsible for paying all 911 surcharges to the applicable governmental agency.

**Attachment 3**  
**Network Interconnection**



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The Parties shall provide interconnection with each other's networks for the transmission and routing of telephone exchange service (local) and exchange access (intraLATA toll and switched access) on the following terms:

**1. Network Interconnection and the Corresponding Bill and Keep Compensation Mechanism**

All negotiated rates, terms and conditions set forth in this Attachment pertain only to the provision of network interconnection between Birch as a Facility Based CLEC and BellSouth where Birch owns and provides its own switching.

1.1 Interconnection is available to both Parties through: (1) delivery of a Party's facilities to a collocation arrangement as defined in this Agreement; or (2) interconnection by one Party via dedicated transport facilities purchased from the other Party. Interconnection may be provided by the Parties at any other technically feasible point through the Bona Fide Request/New Business Request process set out in General Terms and Conditions.

**1.2 Interconnection Points**

1.2.1 An Interconnection Point (IP) is the physical telecommunications equipment interface that performs the interconnection function for BellSouth and Birch. Each Party is responsible for providing the network on its side of the IP

1.2.2 A Geographically Relevant Interconnection Point (GR-IP) is an IP located within the BellSouth basic local calling area where the Parties have assigned NXXs to provide service to their end users.

1.2.2.1 Birch shall locate at least one GR-IP, in order to exchange Local Traffic between Birch's end users and BellSouth's end users within that basic local calling area. Birch shall establish such GR-IP at the BellSouth local tandem and establish interconnection trunking to each BellSouth end office subtending such local tandem when the actual or reasonably forecasted traffic for such end office meets or exceeds a DS1's worth of traffic. If there is not a BellSouth local tandem, Birch shall establish a GR-IP at a mutually acceptable BellSouth end office and the Parties shall establish interconnection trunking between Birch's end office and the BellSouth end offices serving the basic local calling area.

1.2.2.2 Birch shall establish GR-IP(s) prior to the activation of new NXXs. If Birch fails to establish GR-IP(s) as provided herein, then BellSouth shall bill and Birch shall pay nonrecurring and monthly recurring transport

charges based on the cost-based dedicated interoffice transport rates in Exhibit A. The charges shall be calculated from a designated BellSouth local tandem or end office, pursuant to 1.2.2.1 and within the basic local calling area where Birch has assigned NXXs, to Birch's IP for BellSouth originated traffic from such basic local calling area that is delivered to Birch's IP.

- 1.2.3. In addition to establishing GR-IP(s) in the LATA where Birch is serving end users, Birch shall establish IP(s) and interconnection trunking at each BellSouth access tandem in the LATA, as follows. To the extent either Party has the capability to measure the amount of traffic between a Birch switching center and a BellSouth access tandem, either Party shall install and retain direct end office trunking sufficient to handle actual or reasonably forecasted traffic volumes, whichever is greater, between a Birch switching center and a BellSouth access tandem where the traffic exceeds or is forecasted to exceed a single DS1 of local traffic per month. Either Party will install additional capacity between such points when overflow traffic between Birch's switching center and BellSouth's access tandem exceeds or is forecasted to exceed a single DS1 of local traffic per month. In the case of one way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold. This interconnection shall provide for the exchange of traffic between BellSouth and Birch end users in basic local calling areas other than those where Birch is required to establish a GR-IP. It shall also allow Birch to exchange Transit Traffic with third Parties subtending such tandems including Interexchange Carriers with whom Birch shall exchange Switched Access Traffic.
- 1.2.4 Birch shall fulfill its IP and GR-IP obligations set forth herein by establishing collocation arrangements at the applicable BellSouth tandems or end offices to serve as the IP(s) or GR-IP(s); or if existing BellSouth facilities are in place, by establishing a Virtual IP(s) as defined in Section 1.2.5.
- 1.2.5 A Virtual IP allows Birch to establish an IP or GR-IP at a BellSouth tandem or end office without providing the physical facilities to and establishing a collocation arrangement within such BellSouth office. In lieu of providing an IP in a collocation arrangement and if existing BellSouth facilities are in place, Birch may choose to designate a Virtual IP and BellSouth shall charge and Birch shall pay the nonrecurring and monthly recurring cost-based dedicated interoffice transport rates from the Virtual IP location to the physical Birch IP location. A Virtual IP arrangement shall be used if collocation within a BellSouth tandem or end office is not feasible.

- 1.2.5 At any time that Birch establishes a collocation arrangement at a BellSouth local tandem or end office, then either Party may request that such Birch collocation arrangement be established as a GR-IP for the exchange of Local Traffic between Birch's end users and BellSouth end users for that end office, provided the traffic exchanged between BellSouth and Birch exceeds the equivalent of one DS1. Such request and approval shall not be unreasonably withheld or delayed.
- 1.2.6 To the extent that the Parties have already implemented network interconnection in a LATA, then upon the execution of the terms and conditions of this section, the Parties shall negotiate a mutually acceptable transition process and schedule to implement the IP(s) and GR-IP(s) and any additional trunking in accordance with this section. The transition shall not exceed six (6) months unless otherwise agreed to by the Parties.
- 1.2.7 Furthermore, the Originating Party must establish direct end office trunking to a Terminating Party's end office (which may have a Tandem routed overflow) if the traffic destined for that end office exceeds the equivalent of one DS1. This refers to trunking only, and does not require the Originating Party to physically provision facilities to the end office, but rather provide a segregated end-office trunk group to the existing IP(s) and/or GR-IP(s) in that LATA.
- 1.2.8 Should Birch fail to comply with this end office trunking requirement, then the Bill and Keep compensation arrangement set forth in section 1.2.9 shall no longer apply for Birch traffic terminated by BellSouth. Birch shall pay the call transport and termination rates for the elemental functions performed. Notwithstanding the forgoing, in the event Birch has properly forecasted and ordered the required trunking from BellSouth and BellSouth has been unable to provision the ordered trunking, Birch shall not be obligated to pay such reciprocal compensation until BellSouth is able to provide the requested trunking and such reciprocal compensation will be paid on a prospective basis only.
- 1.2.9 Bill and Keep Compensation
- 1.2.9.1 Upon the implementation of Sections 1.2.2.1 – 1.2.7., the Parties shall institute a bill and keep compensation plan under which neither Party will charge the other Party for call transport and termination compensation for Local and Enhanced Service Provider/Information Service Provider Traffic ("ISP-Bound Traffic") between the Parties.

- 1.2.9.2 For purposes of this Attachment, Local Traffic is defined as any telephone call that is originated by an end user of one Party and terminated to an end user of the other Party on that other Party's network within a given LATA, except for those calls that are originated or terminated through switched access arrangements as established by the ruling regulatory body. Additionally, Local Traffic includes any intrastate, interLATA call that has been required by an applicable regulatory body to be provided as a local call, such as, but not limited to, mandatory EAS. IntraLATA calls originated on a 1+ presubscription basis or a casual dialed (101XXXX) basis are not considered Local Traffic. To qualify as Local Traffic for the purposes of this Attachment, the call must have originated from the originating Party's own switch that it uses to provide its local exchange service to its end users.
- 1.2.9.3 For purposes of this Attachment, Enhanced Service Provider/Information Service Provider Traffic ("ISP-Bound Traffic") is defined as switched traffic that is originated by an end user subscriber of one Party in one LATA, is transmitted to the switched network of the other Party within the same LATA, and is handed off by that other Party to an Enhanced Service Provider /Information Service Provider or Internet Service Provider ("ISP") within the same LATA. ISP-Bound Traffic is not Local Traffic subject to reciprocal compensation, but instead is information access traffic subject to the FCC's jurisdiction.
- 1.2.9.4 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's end users may make calls which that party rates as "local" in its end users tariffs.
- 1.2.9.5 Neither Party shall represent access services traffic as Local Traffic.
- 1.2.9.6 The jurisdiction of a call is determined by its originating and terminating (end-to-end) points. If Birch assigns NPA/NXXs to specific BellSouth rate centers within a LATA and assigns numbers from those NPA/NXXs to Birch end users physically located outside of that LATA, BellSouth traffic originating from within the BellSouth rate center where the NPA/NXX is assigned and terminating to a Birch customer physically located outside of that LATA shall not be deemed Local Traffic.
- 1.2.9.6.1 To the extent Birch utilizes its NPA/NXXs to collect traffic from BellSouth end users that appears local, but then delivers that traffic to Birch's end users located outside the LATA in which the call originated, Birch shall identify such traffic to BellSouth and compensate BellSouth based on the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff.

- 1.2.9.6.2 If Birch does not identify such traffic to BellSouth, to the best of BellSouth's ability BellSouth will determine which whole Birch NPA/NXXs on which to charge the applicable rates for originating intrastate network access service as reflected in BellSouth's Intrastate Access Service Tariff. BellSouth shall make appropriate billing adjustments if Birch can provide sufficient information for BellSouth to determine whether said traffic is Local.
- 1.2.9.7 BellSouth shall be compensated for Birch's ordering of trunks and facilities transporting Transit Traffic as well as the elemental functions BellSouth performs in the transport and termination of Birch's Transit Traffic in accordance with this Agreement.
- 1.2.10 If Birch should fail to establish IP(s) and GR-IP(s) pursuant to this section or if the Parties have been unable to agree upon a schedule for completing a transition from existing arrangements to the arrangements required within this section within thirty (30) days following BellSouth's request, BellSouth shall bill and Birch shall pay nonrecurring and monthly recurring transport charges based on the cost-based dedicated interoffice transport rates in Exhibit A. The charges shall be calculated from: (1) a designated BellSouth local tandem or end office within the basic local calling area, where Birch has assigned NXXs, to Birch's IP for BellSouth originated traffic from such basic local calling area that is delivered to Birch's IP; and (2) each BellSouth access tandem to Birch's IP for BellSouth originated traffic from such basic local calling areas other than where Birch has assigned NXXs.
- 2. Interconnection Trunking Architectures**
- 2.1 BellSouth and Birch shall establish interconnecting trunk groups and trunking architectures between networks including the establishment of one-way and two-way trunks in accordance with the following provisions set forth in this Agreement.
- 2.2 Any Birch interconnection request that deviates from the trunking architectures as described in this Agreement that affects traffic delivered to Birch from a BellSouth switch that requires special BellSouth switch translations and other network modifications will require Birch to submit a Bona Fide Request/New Business Request via the Bona Fide Request/New Business Request Process set forth in General Terms and Conditions.
- 2.3 Birch shall assign or home NPA/NXXs on the BellSouth tandems that serve the Exchange Rate Center Areas where the-subscribers who use such NPA/NXXs are located. The specified association between BellSouth

tandems and Exchange Rate Centers is defined in the national Local Exchange Routing Guide (LERG). Birch shall enter its NPA/NXX access and/or local tandem homing arrangement into the LERG.

- 2.4 Switched Access traffic will be delivered to and by IXC's based on Birch's NXX Access Tandem homing arrangement as specified by Birch in the national Local Exchange Routing Guide (LERG).
- 2.5 All trunk groups will be provisioned as Signaling System 7 (SS7) capable where technically feasible. If SS7 is not technically feasible multi-frequency (MF) protocol signaling shall be used.
- 2.6 In cases where Birch is also an IXC, the IXC's Feature Group D (FG D) trunk groups must remain separate from the local interconnection trunk groups. These segregated trunk groups may ride the same interconnection facilities between Birch and BellSouth.
- 2.7 BellSouth Access Tandem Trunking Interconnection Architectures
  - 2.7.1 BellSouth Access Tandem Trunking Interconnection provides intratandem access to subtending end offices.
  - 2.7.2 Basic Trunking Architecture
    - 2.7.2 In this architecture, Birch's originating Local and IntraLATA Toll and originating and terminating Transit Traffic is transported on a single two-way trunk group between Birch and BellSouth access tandem(s) within a LATA. This group carries intratandem Transit Traffic between Birch and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Birch desires interconnection and has the proper contractual arrangements. This group also carries Birch originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. BellSouth originated Local and IntraLATA Toll traffic is transported on a single one-way trunk group terminating to Birch. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The Basic Architecture is illustrated in Exhibit B.
  - 2.7.3 One-Way Trunking Architecture
    - 2.7.4 In this architecture, the Parties interconnect using two one-way trunk groups. One one-way trunk group carries Birch-originated local and intraLATA toll traffic destined for BellSouth end-users. The other one-

way trunk group carries BellSouth-originated local and intraLATA toll traffic destined for Birch end-users. A third two-way trunk group is established for Birch's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Birch and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Birch desires interconnection and has the proper contractual arrangements. This group also carries Birch originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. The One-Way Trunking Architecture is illustrated in Exhibit C.

2.7.5      Two-Way Trunking Architecture

2.7.6      The Two-Way Trunking Architecture establishes one two-way trunk group to carry local and intraLATA toll traffic between Birch and BellSouth. Because both Parties' local and intraLATA toll traffic shall utilize the same two-way trunk group, the Parties must mutually agree to use this type of architecture and the trunks shall be jointly provisioned. Birch shall order the two-way trunks using the access service request process after the Parties' joint planning meeting. In addition to the two-way local and intraLATA toll trunk group, a two-way transit trunk group must be established for Birch's originating and terminating Transit Traffic. This group carries intratandem Transit Traffic between Birch and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Birch desires interconnection and has the proper contractual arrangements. This group also carries Birch originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. Establishment of this architecture does not preclude the Parties from establishing additional one-way trunk groups for its originated local and intraLATA toll within the same Local Calling Area. The Two-Way Trunking Architecture is illustrated in Exhibit D.

2.7.7      Supergroup Trunking Architecture

2.7.8      In the Supergroup Trunking Architecture, the Parties Local and IntraLATA



Toll and Birch's Transit Traffic is exchanged on a single two-way trunk group between Birch and BellSouth. Because both Parties' local and intraLATA toll traffic shall utilize the same two-way trunk group, the Parties must mutually agree to use this type of architecture and the trunks shall be jointly provisioned. Birch shall order the two-way trunks using the access service request process after the Parties' joint planning meeting. In addition, this group carries intratandem Transit Traffic between Birch and Independent Companies, Interexchange Carriers, other CLECs and other network providers with which Birch desires interconnection and has the proper contractual arrangements. This group also carries Birch originated intertandem traffic transiting a single BellSouth access tandem destined to third party tandems such as an Independent Company tandem or other CLEC tandem. Other trunk groups for operator services, directory assistance, emergency services and intercept may be established if required. The LERG should be referenced for current routing and tandem serving arrangements. Establishment of this architecture does not preclude the Parties from establishing additional one-way trunk groups for its originated local and intrLATA toll within the same Local Calling Area. The Supergroup Architecture is illustrated in Exhibit E.

2.7.9 End Office Trunking Interconnection

2.7.9.1 The Parties shall utilize direct end office-to-end office trunk groups under any one of the following conditions:

2.7.9.1.1 Tandem Exhaust - If a tandem through which the Parties are interconnected is unable to, or is forecasted to be unable to support additional traffic loads for any period of time, the Parties will mutually agree on an end office trunking plan that will alleviate the tandem capacity shortage and ensure completion of traffic between Birch and BellSouth.

2.7.9.1.2. Traffic Volume - To the extent either Party has the capability to measure the amount of traffic between Birch's switch and a BellSouth end office and where such traffic exceeds or is forecasted to exceed a single DS1 of traffic per month, then the Parties shall install and retain direct end office trunking sufficient to handle such traffic volumes. Either Party will install additional capacity between such points when overflow traffic exceeds or is forecasted to exceed a single DS1 of traffic per month. In the case of one-way trunking, additional trunking shall only be required by the Party whose trunking has achieved the preceding usage threshold.

2.7.9.2 Mutual Agreement - The Parties may install direct end office trunking upon mutual agreement in the absence of conditions (1) or (2) above.

When end office trunking is ordered by BellSouth to deliver BellSouth originated traffic to Birch, BellSouth will provide overflow routing through BellSouth access tandems consistent with how BellSouth overflows its own traffic. The overflow will be based on the homing arrangements Birch displays in the LERG. Likewise, if Birch interconnects to a BellSouth end office for delivery of Birch originated traffic, Birch will overflow the traffic through the BellSouth access tandems based on the BellSouth homing arrangements shown in the LERG. In the event of an overflow, the parties will endeavor to resolve the condition expeditiously through the establishment of additional trunks.

2.7.10 Local Tandem Trunking Interconnection.

- 2.7.10.1 This interconnection trunking arrangement allows Birch to establish interconnection trunk groups at BellSouth local tandems for: (1) the delivery of Birch-originated local traffic transported and terminated by BellSouth to BellSouth end offices within the local calling area as defined in BellSouth's General Subscriber Services Tariff (GSST), section A3 served by those BellSouth local tandems, and (2) for local transit traffic transported by BellSouth for third party network providers who have also established interconnection at those BellSouth local tandems.
- 2.7.10.2 When a specified local calling area is served by more than one BellSouth local tandem, Birch must designate a "home" local tandem for each of its assigned NPA/NXXs and establish trunk connections to such local tandems. Additionally, Birch may choose to establish interconnection trunk groups at the BellSouth local tandems where it has no codes homing but is not required to do so. Birch may deliver local traffic to a "home" BellSouth local tandem that is destined for other BellSouth or third party network provider end offices subtending other BellSouth local tandems in the same local calling area where Birch does not choose to establish interconnection. It is Birch's responsibility to enter its own NPA/NXX local tandem homing arrangements into the Local Exchange Routing Guide (LERG) either directly or via a vendor in order for other third party network providers to determine appropriate traffic routing to Birch's codes. Likewise, Birch shall obtain its routing information from the LERG.
- 2.7.10.3 Notwithstanding establishing interconnection to BellSouth's local tandems, Birch must establish interconnection trunk groups to BellSouth access tandems within the LATA on which Birch has NPA/NXXs homed for the delivery of Interexchange Carrier Switched Access (SWA) and toll traffic, and traffic to Type 2A CMRS connections located at the access tandems. BellSouth shall not switch SWA traffic through more than one BellSouth access tandem. SWA, Type 2A CMRS or toll traffic routed to the local tandem in error will not be backhauled to the BellSouth access tandem for

completion. (Type 2A CMRS interconnection is defined in BellSouth's A35 General Subscriber Services Tariff.)

- 2.7.10.4 BellSouth's provisioning of local tandem interconnection assumes that Birch has executed any necessary agreements with the other third party network providers subtending those local tandems to the extent required by the Act.

**3. Network Design And Management For Interconnection**

- 3.1 Network Management and Changes. Both Parties will work cooperatively with each other to install and maintain the most effective and reliable interconnected telecommunications networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. Both Parties agree to provide public notice of changes in the information necessary for the transmission and routing of services using its local exchange facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks.
- 3.2 Interconnection Technical Standards. The interconnection of all networks will be based upon accepted industry/national guidelines for transmission standards and traffic blocking criteria. Interconnecting facilities shall conform, at a minimum, to the telecommunications industry standard of DS-1 pursuant to Telcordia Standard No. TR-NWT-00499. Where Birch chooses to utilize Signaling System 7 signaling, also known as Common Channel Signaling ("SS7"), SS7 connectivity is required between the Birch switch and the BellSouth Signaling Transfer Point ("STP"). BellSouth will provide SS7 signaling using Common Channel Signaling Access Capability in accordance with the technical specifications set forth in the BellSouth Guidelines to Technical Publication, TR-TSV-000905. Facilities of each Party shall provide the necessary on-hook, off-hook answer and disconnect supervision and shall provide calling number ID (Calling Party Number) when technically feasible.
- 3.3 Quality of Interconnection. The local interconnection for the transmission and routing of telephone exchange service and exchange access that each Party provides to each other will be at least equal in quality to what it provides to itself and any subsidiary or affiliate, where technically feasible, or to any other Party to which each Party provides local interconnection.
- 3.4 Network Management Controls. Both Parties will work cooperatively with each other to apply sound network management principles by invoking

appropriate network management controls (e.g., call gapping) to alleviate or prevent network congestion.

- 3.5      Common Channel Signaling. Both Parties will provide LEC-to-LEC Common Channel Signaling ("CCS") to each other, where available, in conjunction with all traffic in order to enable full interoperability of CLASS features and functions except for call return. All CCS signaling parameters will be provided, including automatic number identification ("ANI"), originating line information ("OLI") calling company category, charge number, etc. All privacy indicators will be honored, and each Party will cooperate with each other on the exchange of Transactional Capabilities Application Part ("TCAP") messages to facilitate full interoperability of CCS-based features between the respective networks. Neither Party shall alter the CCS parameters, or be a party to altering such parameters, or knowingly pass CCS parameters that have been altered in order to circumvent appropriate interconnection charges.
- 3.6      Signaling Call Information. BellSouth and Birch will send and receive 10 digits for local traffic. Additionally, BellSouth and Birch will exchange the proper call information, i.e. originated call company number and destination call company number, CIC, and OZZ, including all proper translations for routing between networks and any information necessary for billing.

3.7 Forecasting for Trunk Provisioning

3.7.1 In the event Birch intends to interconnect its network with BellSouth, within six (6) months after execution of this Agreement, Birch shall provide an initial interconnection trunk group forecast for each LATA in which it plans to provide service via its own network within BellSouth's region. Upon receipt of Birch's forecast, the Parties shall conduct a joint planning meeting to develop a joint interconnection trunk group forecast. Each forecast provided under this Section shall be deemed "Confidential Information" under the General Terms and Conditions of this Agreement.

3.7.1.1 At a minimum, the forecast shall include the projected quantity of Transit Trunks, Birch-to-BellSouth one-way trunks ("Birch Trunks"), BellSouth-to-Birch one-way trunks ("Reciprocal Trunks") and/or two-way interconnection trunks, if the Parties have agreed to interconnect using two-way trunking to transport the Parties' Local Traffic and IntraLATA Toll Traffic. The quantities shall be projected for a minimum of six months and shall include an estimate of the current year plus the next two years total forecasted quantities. The Parties shall mutually develop Reciprocal Trunk and/or two-way interconnection trunk forecast quantities.

3.7.1.2 All forecasts shall include, at a minimum, Access Carrier Terminal Location ("ACTL"), trunk group type (local/intraLATA toll, Transit, Operator Services, 911, etc.), A location/Z location (CLLI codes for Birch location and BellSouth location where the trunks shall terminate), interface type (e.g., DS1), Direction of Signaling, Trunk Group Number, if known, (commonly referred to as the 2-6 code) and forecasted trunks in service each year (cumulative).

3.7.2 Once initial interconnection trunk forecasts have been developed, Birch shall continue to provide interconnection trunk forecasts on a semiannual basis or at otherwise mutually agreeable intervals. Birch shall use its best efforts to make the forecasts as accurate as possible based on reasonable engineering criteria. The Parties shall continue to develop Reciprocal Trunk and/or two-way interconnection trunk forecasts as described in Section 3.7.1.1.

3.7.3 The submitting and development of interconnection trunk forecasts shall not replace the ordering process for local interconnection trunks. Each Party shall exercise its best efforts to provide the quantity of interconnection trunks mutually forecasted. However, the provision of the forecasted quantity of interconnection trunks is subject to trunk terminations and facility capacity existing at the time the trunk order is submitted. Furthermore, the receipt and development of trunk forecasts

does not imply any liability for failure to perform if capacity (trunk terminations or facilities) is not available for use at the forecasted time.

3.8 Trunk Utilization

3.8.1 BellSouth and Birch shall monitor traffic on each interconnection trunk group that is ordered and installed. Within 180 days of the installation of a trunk or trunks, the trunks will be utilized at 60 percent (60%) of the time consistent busy hour utilization level. Within 365 days of the installation of a trunk or trunks, the trunk or trunks will be utilized at eighty percent (80%) of the time consistent busy hour utilization level. Any trunk or trunks not meeting the minimum threshold set forth in this Section are defined as "Under-utilized" trunks. Subject to the requirements of Section 3.8.1.2 below, BellSouth may disconnect any under-utilized reciprocal trunk(s) and the Party whose trunks are disconnected shall refund to the other Party associated trunk and facility charges paid by such other Party, if any.

3.8.1.1 BellSouth's Local Interconnection Switching Center (LISC) will notify Birch of any under-utilized reciprocal trunk groups and the number of trunks that BellSouth wishes to disconnect. BellSouth will provide supporting information either by email or facsimile to the designated Birch interface. Birch will provide concurrence with the disconnection in seven (7) business days or will provide specific information supporting why the trunks should not be disconnected. Such supporting information should include expected traffic volumes (including traffic volumes generated due to Local Number Portability) and the timeframes within which Birch expects to need such trunks. BellSouth's LISC Project Manager and Circuit Capacity Manager will discuss the information with Birch to determine if agreement can be reached on the number of trunks to be removed, if any. If no agreement can be reached, BellSouth will issue disconnect orders to Birch. The due date of these orders will be four weeks after Birch was first notified in writing of the underutilization of the trunk groups.

3.8.1.2 In no event shall the disconnection of trunks be allowed to affect the exchange of live traffic between Birch and BellSouth.

3.8.2 To the extent that any interconnection trunk group is utilized at a time-consistent busy hour of eighty percent (80%) or greater, the Parties shall negotiate in good faith for the installation of augmented facilities.

4. Local Dialing Parity

- 4.1 BellSouth and Birch shall provide local and toll dialing parity to each other with no unreasonable dialing delays. Dialing parity shall be provided for all originating telecommunications services that require dialing to route a call. BellSouth and Birch shall permit similarly situated telephone exchange service end users to dial the same number of digits to make a local telephone call notwithstanding the identity of the end user's or the called party's telecommunications service provider.

**5. Interconnection Compensation for Traffic Other Than Local and ESP/ISP Traffic as Provided in Section 1.2.9**

**5.1 Billing Factors**

- 5.1.1 Percent Local Use. Each Party will report to the other a Percentage Local Usage ("PLU"). The application of the PLU will determine the amount of local minutes to be billed to the other Party. For purposes of developing the PLU, each Party shall consider every local call and every long distance call, excluding intermediary traffic. By the first of January, April, July and October of each year, each Party shall provide a positive report updating the PLU. Requirements associated with PLU calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

- 5.1.2 Percent Local Facility. Each Party shall report to the other a Percent Local Facility ("PLF") factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

- 5.1.3 Percentage Interstate Usage. Each Party shall report to the other the projected Percent Interstate Usage ("PIU") factor. All jurisdictional report requirements, rules and regulations for Interexchange Carriers specified in

BellSouth's Intrastate Access Services Tariff will apply to Birch. After interstate and intrastate traffic percentages have been determined by use of PIU procedures, the PLU and PLF factors will be used for application and billing of local interconnection. Each Party shall update its PIUs on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 20 days after the first of each such month, for all services showing the percentages of use (PIUs, PLU, and PLF) for the past three months ending the last day of December, March, June and September. Notwithstanding the foregoing, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information, in lieu of the PIU and PLU factor, shall at the terminating Party's option be utilized to determine the appropriate local usage compensation to be paid.

5.1.4 Notwithstanding the provisions in Section 5.1.1, 5.1.2, and 5.1.3 above, where the terminating Party has message recording technology that identifies the jurisdiction of traffic terminated as defined in this Agreement, such information shall, at the terminating Party's option, be utilized to determine the appropriate jurisdictional reporting factors (PLU, PIU, and/or PLF), in lieu of those provided by the originating Party. In the event that the terminating Party opts to utilize its own data to determine jurisdictional reporting factors, such terminating Party shall notify the originating Party at least thirty (30) days prior to the beginning of the calendar quarter in which the terminating Party will begin to utilize its own data. Such factors shall be subject to the Dispute Resolution provisions in this Agreement, as well as the Audit provisions set forth in 5.1.4 below. In addition, notwithstanding the provisions in Section 5.1.1, 5.1.2, and 5.1.3, if Birch does not provide a quarterly update in any instance, BellSouth shall utilize the PIU, PLU, and PLF most recently provided by Birch.

5.1.4 Audits. On thirty (30) days written notice, each Party must provide the other the ability and opportunity to conduct an annual audit to ensure the proper billing of traffic. BellSouth and Birch shall retain records of call detail for a minimum of nine months from which a PLU and/or PIU can be ascertained. The audit shall be accomplished during normal business hours at an office designated by the Party being audited. Audit requests shall not be submitted more frequently than one (1) time per calendar year. Audits shall be performed by a mutually acceptable independent auditory paid for by the Party requesting the audit. The PLU and/or PIU shall be adjusted based upon the audit results and shall apply to the usage for the quarter the audit was completed, to the usage for the quarter prior to the completion of the audit, and to the usage for the two quarters following the completion of the audit. If, as a result of an audit, either Party is found to have overstated the PLU and/or PIU by ten percentage points (10%) or more, that Party shall reimburse the auditing Party for the cost of the audit.



5.2 8XX Traffic

5.2.1 Compensation for 8XX Traffic. Each Party shall compensate the other pursuant to the appropriate switched access charges, including the database query charge as set forth in the BellSouth intrastate or interstate switched access tariffs.

5.2.2 Records for 8XX Billing. Each Party will provide to the other the appropriate records necessary for billing intraLATA 8XX customers. The records provided will be in a standard EMI format at no charge.

5.2.3 8XX Access Screening. BellSouth's provision of 8XX TFD to Birch requires interconnection from Birch to BellSouth 8XX SCP. Such interconnections shall be established pursuant to BellSouth's Common Channel Signaling Interconnection Guidelines and Bellcore's CCS Network Interface Specification document, TR-TSV-000905. Birch shall establish CCS7 interconnection at the BellSouth Local Signal Transfer Points serving the BellSouth 8XX SCPs that Birch desires to query. The terms and conditions for 8XX TFD are set out in BellSouth's Intrastate Access Services Tariff as amended.

5.3 Mutual Provision of Switched Access Service

Switched Access Traffic. Switched Access Traffic is defined in the BellSouth Access Tariff. Therefore, any Public Switched Telephone Network interexchange telecommunications traffic, regardless of transport method or transport protocol used, where the physical location of the calling party and the physical location of the called party are in different LATAs, or are in the same LATA and the Parties' Switched Access services are used for the origination or termination of the call, shall be considered Switched Access Traffic. Birch agrees to properly identify such traffic to BellSouth at the time the call is made using the calling party's ANI and the called party's DNIS.

5.3.1 When Birch's end office switch, subtending the BellSouth Access Tandem switch for receipt or delivery of switched access traffic, provides an access service connection to or from an interexchange carrier ("IXC") by either a direct trunk group to the IXC utilizing BellSouth facilities, or via BellSouth's tandem switch, each Party will provide its own access services to the IXC on a multi-bill, multi-tariff meet-point basis. Each Party will bill its own access services rates to the IXC with the exception of the interconnection charge. The interconnection charge will be billed by the Party providing the end office function. Each party will use the Multiple Exchange Carrier Access Billing (MECAB) system to establish meet point

billing for all applicable traffic. Thirty (30)-day billing periods will be employed for these arrangements. The recording Party agrees to provide to the initial billing Party, at no charge, the switched access detailed usage data within no more than sixty (60) days after the recording date. The initial billing Party will provide the switched access summary usage data to all subsequent billing Parties within 10 days of rendering the initial bill to the IXC. Each Party will notify the other when it is not feasible to meet these requirements so that the customers may be notified for any necessary revenue accrual associated with the significantly delayed recording or billing. As business requirements change data reporting requirements may be modified as necessary.

- 5.3.2 Where the originating Party delivers a call to the terminating Party over switched access facilities, the originating Party will pay the terminating Party terminating, switched access charges as set forth in the terminating party's Intrastate or Interstate Access Services Tariff, as appropriate.
- 5.3.3 Each Party will retain for a minimum period of sixty (60) days, access message detail sufficient to recreate any data which is lost or damaged by their company or any third party involved in processing or transporting data.
- 5.3.4 Each Party agrees to recreate the lost or damaged data within forty-eight (48) hours of notification by the other or by an authorized third party handling the data.
- 5.3.5 Each Party also agrees to process the recreated data within forty-eight (48) hours of receipt at its data processing center.
- 5.3.6 All claims should be filed with the other Party within 120 days of the receipt of the date of the unbillable usage.
- 5.3.7 The Initial Billing Party shall keep records of its billing activities relating to jointly-provided Intrastate and Interstate access services in sufficient detail to permit the Subsequent Billing Party to, by formal or informal review or audit; to verify the accuracy and reasonableness of the jointly-provided access billing data provided by the Initial billing Party. Each Party agrees to cooperate in such formal or informal reviews or audits and further agrees to jointly review the findings of such reviews or audits in order to resolve any differences concerning the findings thereof.
- 5.3.8 Birch agrees not to deliver switched access traffic to BellSouth for termination except over Birch ordered switched access trunks and facilities.
- 5.4 Transit Traffic Service

5.4.1

BellSouth shall provide tandem switching and transport services for Birch's transit traffic. Transit Traffic is traffic originating on Birch's network that is switched and/or transported by BellSouth and delivered to a third party's network, or traffic originating on a third Party's network that is switched and/or transported by BellSouth and delivered to Birch's network. Rates for local transit traffic shall be the applicable call transport and termination charges as set forth in Exhibit A to this Attachment. Rates for intraLATA toll and Switched Access transit traffic shall be the applicable call transport and termination charges as set forth in BellSouth Interstate or Intrastate Switched Access tariffs. Switched Access transit traffic presumes that Birch's end office is subtending the BellSouth Access Tandem for switched access traffic to and from Birch's end users utilizing BellSouth facilities, either by direct trunks with the IXC, or via the BellSouth Access Tandem. Billing associated with all transit traffic shall be pursuant to Multiple Exchange Carrier Access Billing (MECAB) procedures. Wireless Type 1 traffic shall not be treated as transit traffic from a routing or billing perspective. Wireless Type 2A traffic shall not be treated as transit traffic from a routing or billing perspective until BellSouth and the Wireless carrier have the capability to properly meet-point-bill in accordance with MECAB guidelines.

5.4.2

The delivery of traffic which transits the BellSouth network and is transported to another carrier's network is excluded from any BellSouth billing guarantees and will be delivered at the rates stipulated in this Agreement to a terminating carrier. BellSouth agrees to deliver this traffic to the terminating carrier; provided, however, that Birch is solely responsible for negotiating and executing any appropriate contractual agreements with the terminating carrier for the receipt of this traffic through the BellSouth network. BellSouth will not be liable for any compensation to the terminating carrier or to Birch. Birch agrees to compensate BellSouth for any charges or costs for the delivery of transit traffic to a connecting carrier on behalf of Birch. Additionally, the Parties agree that any billing to a third party or other telecommunications carrier under this section shall be pursuant to MECAB procedures.

## Basic Trunking Architecture

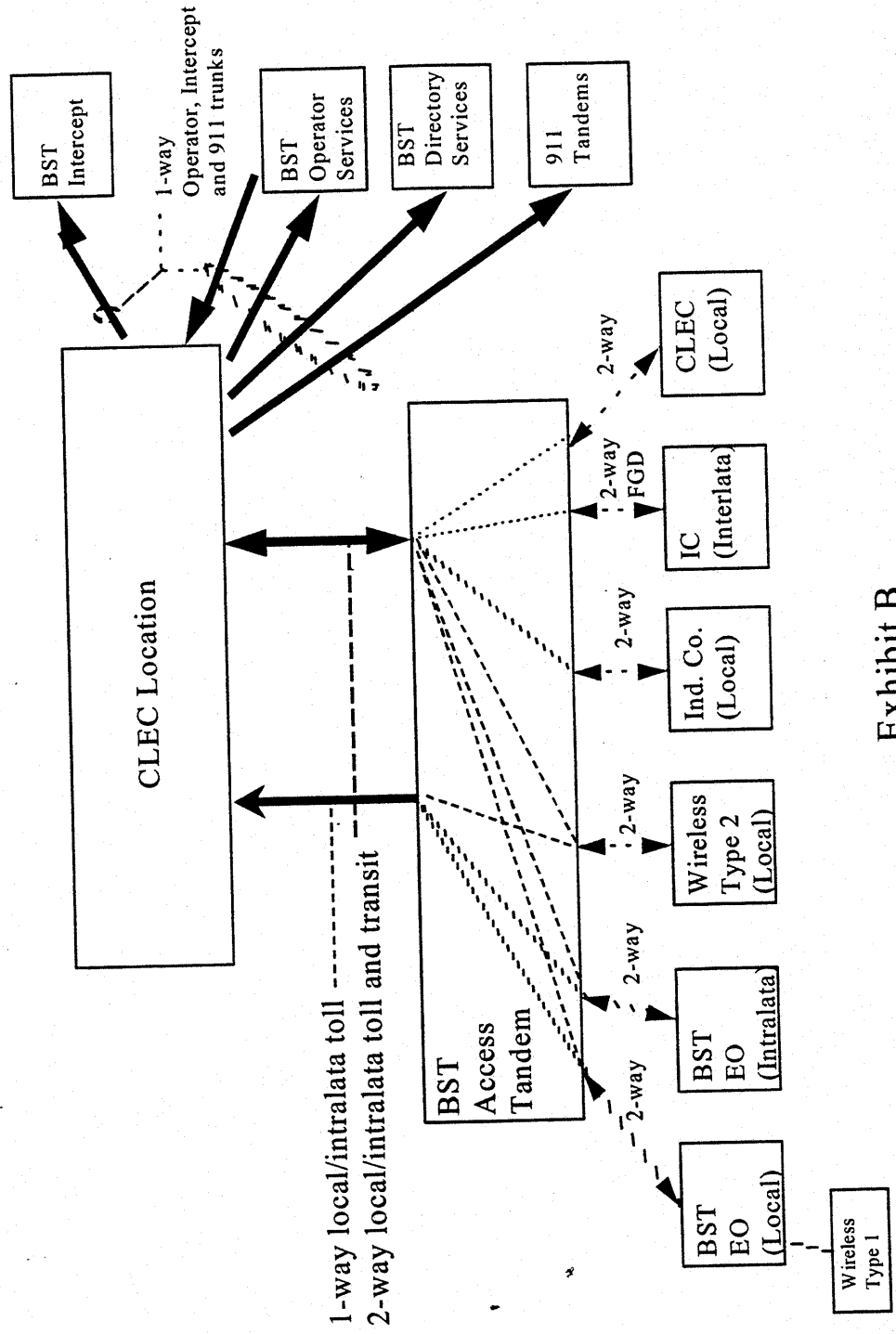


Exhibit B

# One-Way Trunking Architecture

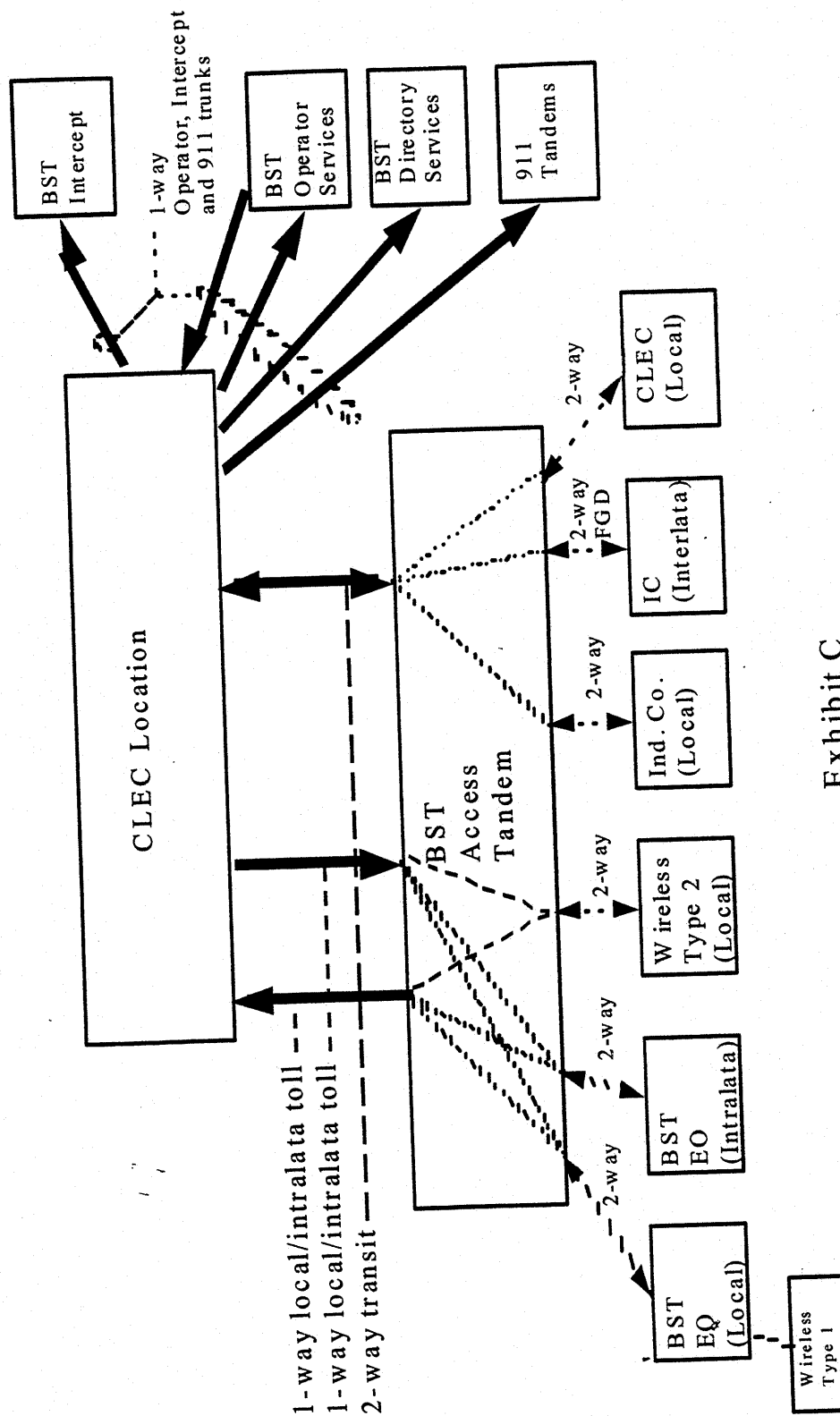


Exhibit C

## Two-Way Trunking Architecture

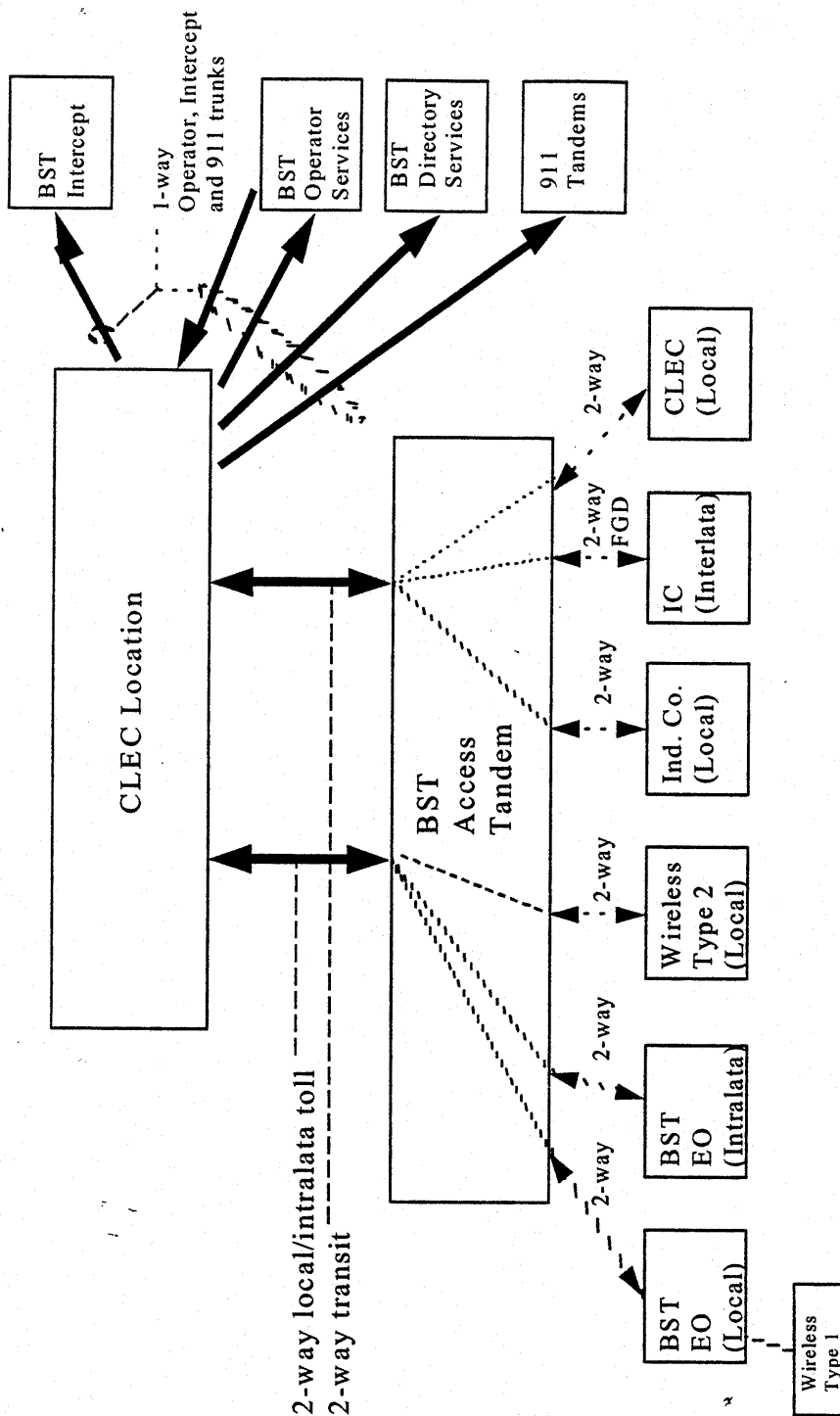


Exhibit D

## SuperGroup Trunking Architecture

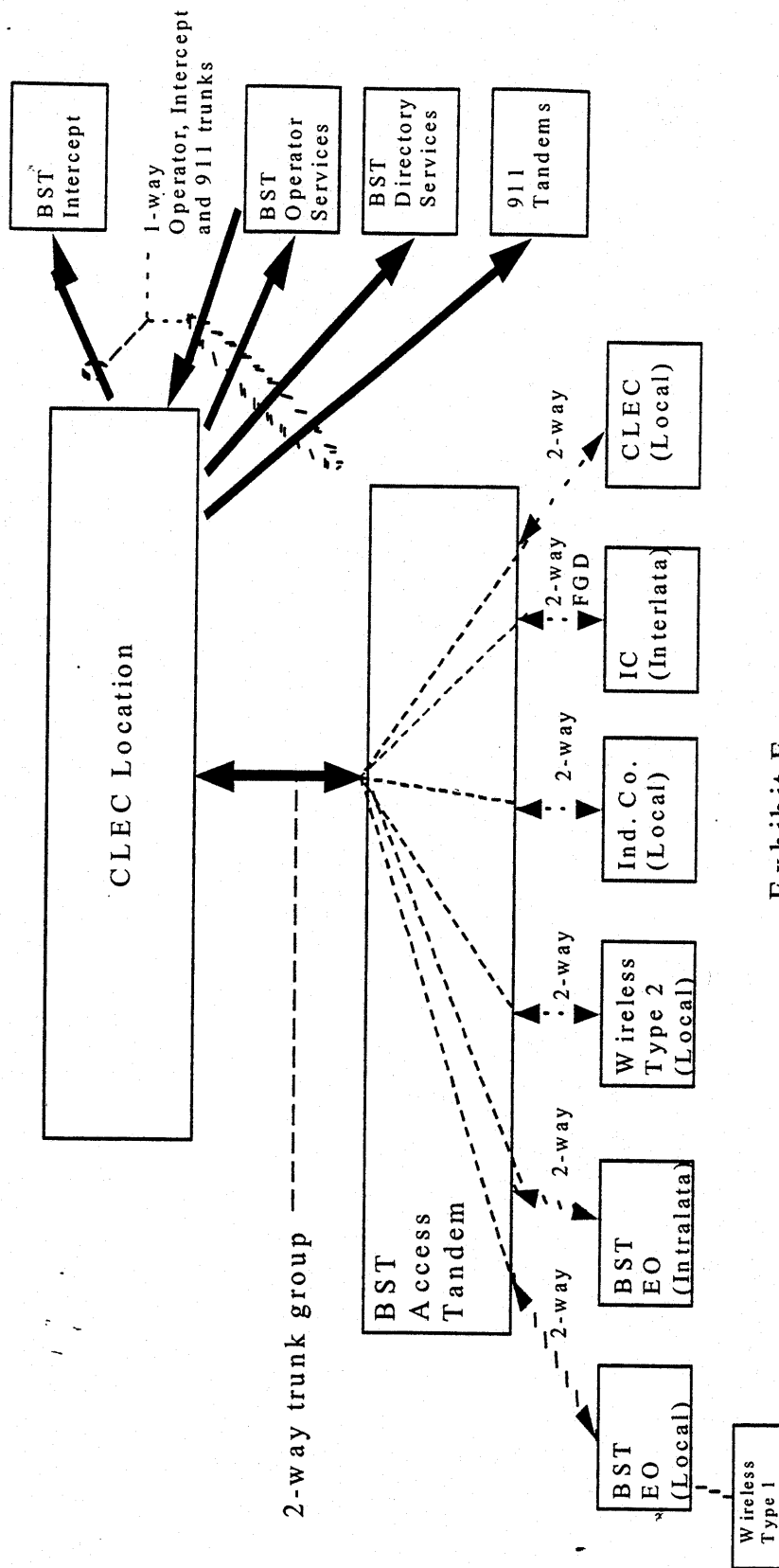


Exhibit E

**Attachment 4**  
**Physical Collocation**

Version 2Q02: 5/31/02



**BELLSOUTH**  
**PHYSICAL COLLOCATION**

1. **Scope of Attachment**
  - 1.1 The rates, terms, and conditions contained within this Attachment shall only apply when Birch is physically collocated as a sole occupant or as a Host within a Premises location pursuant to this Attachment. BellSouth Premises include BellSouth Central Offices and Serving Wire Centers (hereinafter "Premises"). This Attachment is applicable to Premises owned or leased by BellSouth. However, if the Premises occupied by BellSouth is leased by BellSouth from a third party, special considerations and intervals may apply in addition to the terms and conditions of this Attachment.
  - 1.2 **Right to Occupy.** BellSouth shall offer to Birch collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms and conditions of this Attachment where space is available and it is technically feasible, BellSouth will allow Birch to occupy that certain area designated by BellSouth within a BellSouth Premises, or on BellSouth property upon which the BellSouth Premises is located, of a size which is specified by Birch and agreed to by BellSouth (hereinafter "Collocation Space"). The necessary rates, terms and conditions for BellSouth locations other than BellSouth Premises shall be negotiated upon request for collocation at such location(s).
    - 1.2.1 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth below.
      - 1.2.1.1 In all states other than Florida, the size specified by Birch may contemplate a request for space sufficient to accommodate Birch's growth within a two-year period.
      - 1.2.1.2 In the state of Florida, the size specified by Birch may contemplate a request for space sufficient to accommodate Birch's growth within an eighteen (18) month period.
  - 1.3 **Space Allocation.** BellSouth shall attempt to accommodate Birch's requested preferences if any. In allocating Collocation Space, BellSouth shall not materially increase Birch's cost or materially delay Birch's occupation and use of the Collocation Space, shall not assign Collocation Space that will impair the quality of service or otherwise limit the service Birch wishes to offer, and shall not reduce unreasonably the total space available for physical collocation or preclude unreasonably physical collocation within the Premises. Space shall not be available for collocation if it is: (a) physically occupied by non-obsolete equipment; (b) assigned to another collocater; (c) used to provide physical access to occupied space; (d) used to enable technicians to work on equipment located within occupied space; (e) properly reserved for future use, either by BellSouth or by another carrier; or (f) essential for the administration

and proper functioning of BellSouth's Premises. BellSouth may segregate Collocation Space and require separate entrances in accordance with FCC rules.

- 1.4 Space Reclamation. In the event of space exhaust within a Central Office Premises, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Central Office Premises. Birch will be responsible for any justification of unutilized space within its space, if the appropriate state commission requires such justification.
- 1.5 Use of Space. Birch shall use the Collocation Space for the purposes of installing, maintaining and operating Birch's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements for the provision of telecommunications services, as specifically set forth in this Attachment. The Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.6 Rates and Charges. Birch agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.7 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.8 The parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.

## **2. Space Availability Report**

- 2.1 Space Availability Report. Upon request from Birch, BellSouth will provide a written report ("Space Availability Report") describing in detail the space that is available for collocation and specifying the amount of Collocation Space available at the Premises requested, the number of collocators present at the Premises, any modifications in the use of the space since the last report on the Premises requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Premises.
  - 2.1.1 The request from Birch for a Space Availability Report must be written and must include the Premises street address, as identified in the Local Exchange Routing Guide ("LERG"), and Common Language Location Identification ("CLLI") code of the Premises. CLLI code information is located in the National Exchange Carriers Association ("NECA") Tariff FCC No. 4.
  - 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Premises within ten (10) calendar days of receipt of such request. BellSouth will make

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best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Premises within the same state. The response time for requests of more than five (5) Premises shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Birch and inform Birch of the time frame under which it can respond.

### 3. Collocation Options

3.1 Cageless. BellSouth shall allow Birch to collocate Birch's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Birch to have direct access to Birch's equipment and facilities. BellSouth shall make cageless collocation available in single bay increments. Except where Birch's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Birch must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment.

3.2 Caged. At Birch's expense, Birch may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard enclosure specification, Birch and Birch's Certified Supplier must comply with the more stringent local building code requirements. Birch's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Birch and provide, at Birch's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Birch to obtain the zoning, permits and/or other licenses. Birch's Certified Supplier shall bill Birch directly for all work performed for Birch pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Birch's Certified Supplier. Birch must provide the local BellSouth building contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Birch's locked enclosure prior to notifying Birch. Upon request, BellSouth shall construct the enclosure for Birch.

3.2.1 BellSouth may elect to review Birch's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Birch indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Birch has indicated its desire to construct its own enclosure. If Birch's Initial Application does not indicate its desire to construct its own enclosure, but its subsequent firm order

does indicate its desire to construct its own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Birch's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Birch to remove or correct within seven (7) calendar days at Birch's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Caged Collocation. Birch may allow other telecommunications carriers to share Birch's caged collocation arrangement pursuant to terms and conditions agreed to by Birch ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Premises is located within a leased space and BellSouth is prohibited by said lease from offering such an option. Birch shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Birch that said agreement imposes upon the Guest(s) the same terms and conditions for Collocation Space as set forth in this Attachment between BellSouth and Birch.
- 3.3.1 Birch, as the Host, shall be the sole interface and responsible Party to BellSouth for the assessment and billing of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest(s), its employees and agents. BellSouth shall provide Birch with a proration of the costs of the Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In all states other than Florida, and in addition to the foregoing, Birch shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of the Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be billed to the Host on the date that BellSouth provides its written response ("Application Response").
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.

- 3.3.3 Birch shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Birch's Guests in the Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.
- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent collocation arrangements ("Adjacent Arrangement") on the Premises' property, where the Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Premises property. The Adjacent Arrangement shall be constructed or procured by Birch and in conformance with BellSouth's design and construction specifications. Further, Birch shall construct, procure, maintain and operate said Adjacent Arrangement(s) pursuant to all of the rates, terms and conditions set forth in this Attachment.
- 3.4.1 Should Birch elect Adjacent Collocation, Birch must arrange with a Certified Supplier to construct an Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. BellSouth will provide guidelines and specifications upon request. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Birch and Birch's Certified Supplier must comply with the more stringent local building code requirements. Birch's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Birch's Certified Supplier shall bill Birch directly for all work performed for Birch pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Birch's Certified Supplier. Birch must provide the local BellSouth building contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Birch's locked enclosure prior to notifying Birch.
- 3.4.2 Birch must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Birch's plans and specifications prior to construction of an Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Adjacent Arrangement during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Birch to remove or correct within seven (7) calendar days at Birch's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth's guidelines and specifications.
- 3.4.3 Birch shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Birch's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other

physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has been defined by the FCC, and subject to individual case basis pricing. Birch's Certified Supplier shall be responsible, at Birch's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Caged Collocation within an Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-Carrier Cross Connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or to access BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Birch to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same central office. Both Birch's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall Birch use the Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 Birch must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Birch. Such connections to other carriers may be made using either optical or electrical facilities. Birch may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. Birch may not self-provision CCXC on any BellSouth distribution frame, POT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Birch is responsible for ensuring the integrity of the signal.

3.5.2 Birch shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Birch-provisioned CCXC shall utilize common cable support structure. There will be a recurring charge per linear foot, per cable, of common cable support structure used. In the case of two contiguous caged collocation arrangements, Birch may have the option of constructing its own dedicated support structure.

3.5.3 To order CCXCs Birch must submit an Initial Application or Subsequent Application. If no modification to the Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.

#### 4. Occupancy

4.1 Occupancy. BellSouth will notify Birch in writing that the Collocation Space is ready for occupancy ("Space Ready Date"). Birch will schedule and complete an acceptance

walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Birch that the Collocation Space is ready for occupancy. In the event that Birch fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Birch. Billing will commence on the Space Ready Date or the date Birch accepts the space ("Space Acceptance Date"), whichever is sooner. Birch must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Birch's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provisioning.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Agreement, Birch may terminate occupancy in a particular Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Birch's right to occupy the Collocation Space in the event Birch fails to comply with any provision of this Agreement including the payment of applicable fees.

Upon termination of occupancy, Birch at its expense shall remove its equipment and other property from the Collocation Space. Birch shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Birch's Guests, unless Birch's Guest has assumed responsibility for the Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Birch shall continue payment of monthly fees to BellSouth until such date as Birch, and if applicable Birch's Guest, has fully vacated the Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Birch or Birch's Guest fail to vacate the Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Birch or Birch's Guest(s), in any manner that BellSouth deems fit, at Birch's expense and with no liability whatsoever for Birch's property or Birch's Guest(s)'s property. Upon termination of Birch's right to occupy Collocation Space, the Collocation Space will revert back to BellSouth, and Birch shall surrender such Collocation Space to BellSouth in the same condition as when first occupied by Birch except for ordinary wear and tear, unless otherwise agreed to by the Parties. Birch's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Central Office Record Drawings and ERMA Records. Birch shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

5. **Use of Collocation Space**

5.1 **Equipment Type.** BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Premises must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.

5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.

5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 1 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Birch's failure to comply with this Section.

5.1.3 Birch shall not request more DS0, DS1, DS3 and optical terminations for a collocation arrangement than the total port or termination capacity of the equipment physically installed in the arrangement. The total capacity of the equipment collocated in the arrangement will include equipment contained in the application in question as well as equipment already placed in the arrangement. If full network termination capacity of the equipment being installed is not requested in the application, additional network terminations for the installed equipment will require the submission of another application. In the event that Birch submits an application for terminations that exceed the total capacity of the collocated equipment, Birch will be informed of the discrepancy and will be required to submit a revision to the application.

5.2 Birch shall identify to BellSouth whenever Birch submits a Method of Procedure ("MOP") adding equipment to Birch's Collocation Space all entities that have an interest, secured and otherwise, in the equipment in Birch's Collocation Space.

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- 5.3 Birch shall not use the Collocation Space for marketing purposes nor shall it place any identifying signs or markings outside the Collocation Space or on the grounds of the Premises.
- 5.4 Birch shall place a plaque or other identification affixed to Birch's equipment necessary to identify Birch's equipment, including a list of emergency contacts with telephone numbers.
- 5.5 Entrance Facilities. Birch may elect to place Birch-owned or Birch-leased fiber entrance facilities into the Collocation Space. BellSouth will designate the point of interconnection in close proximity to the Premises building housing the Collocation Space, such as an entrance manhole or a cable vault, which are physically accessible by both Parties. Birch will provide and place fiber cable at the point of entrance of sufficient length to be pulled through conduit and into the splice location. Birch will provide and install a sufficient length of fire retardant riser cable, to which the entrance cable will be spliced by BellSouth, which will extend from the splice location to Birch's equipment in the Collocation Space. In the event Birch utilizes a non-metallic, riser-type entrance facility, a splice will not be required. Birch must contact BellSouth for instructions prior to placing the entrance facility cable in the manhole. Birch is responsible for maintenance of the entrance facilities. At Birch's option BellSouth will accommodate where technically feasible a microwave entrance facility pursuant to separately negotiated terms and conditions. In the case of adjacent collocation, unless BellSouth determines that limited space is available for the entrance facilities, copper facilities may be used between the adjacent collocation arrangement and the central office demarcation point.
- 5.5.1 Dual Entrance. BellSouth will provide at least two interconnection points at each Premises where there are at least two such interconnection points available and where capacity exists. Upon receipt of a request for physical collocation under this Attachment, BellSouth shall provide Birch with information regarding BellSouth's capacity to accommodate dual entrance facilities. If conduit in the serving manhole(s) is available and is not reserved for another purpose for utilization within 12 months of the receipt of an application for collocation, BellSouth will make the requested conduit space available for installing a second entrance facility to Birch's arrangement. The location of the serving manhole(s) will be determined at the sole discretion of BellSouth. Where dual entrance is not available due to lack of capacity, BellSouth will so state in the Application Response.
- 5.5.2 Shared Use. Birch may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Birch's collocation arrangement within the same BellSouth Premises. BellSouth shall allow the splice, provided that the fiber is non-working fiber. Birch must arrange with BellSouth for BellSouth to splice the Birch provided riser cable to the spare capacity on the entrance facility. The rates set forth in Exhibit C will apply. If Birch desires to allow another

telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.

5.6 Demarcation Point. BellSouth will designate the point(s) of demarcation between Birch's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For 2-wire and 4-wire connections to BellSouth's network, the demarcation point shall be a common block on the BellSouth designated conventional distributing frame (CDF). Birch shall be responsible for providing, and a supplier certified by BellSouth ("BellSouth Certified Supplier") shall be responsible for installing and properly labeling/stenciling the common block and necessary cabling pursuant to Section 7. For all other terminations BellSouth shall designate a demarcation point on a per arrangement basis. Birch or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests.

5.6.1 In Tennessee, BellSouth will designate the point(s) of demarcation between Birch's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. For connections to BellSouth's network, the demarcation point shall be a Birch provided Point of Termination Bay (POT Bay) in a common area within the Premises. Birch shall be responsible for providing, and a supplier certified by BellSouth shall be responsible for installing and properly labeling/stenciling the POT Bay as well as installing the necessary cabling between Birch's Collocation Space and the demarcation point. Birch or its agent must perform all required maintenance to equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following, and may self-provision cross-connects that may be required within the Collocation Space to activate service requests. BellSouth will negotiate alternative rates, terms and conditions related to the demarcation point in Tennessee in the event that Birch desires to avoid the use of an intermediary device as contemplated by the Tennessee Regulatory Authority.

5.7 Birch's Equipment and Facilities. Birch, or if required by this Attachment, Birch's BellSouth Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Birch which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Birch and its selected BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.

5.8 BellSouth's Access to Collocation Space. From time to time BellSouth may require access to the Collocation Space. BellSouth retains the right to access such space for the purpose of making BellSouth equipment and building modifications (e.g., running,

altering or removing racking, ducts, electrical wiring, HVAC, and cables). BellSouth will give notice to Birch at least forty-eight (48) hours before access to the Collocation Space is required. Birch may elect to be present whenever BellSouth performs work in the Collocation Space. The Parties agree that Birch will not bear any of the expense associated with this work.

- 5.9 Access. Pursuant to Section 12, Birch shall have access to the Collocation Space twenty-four (24) hours a day, seven (7) days a week. Birch agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agent of Birch or Birch's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Birch and returned to BellSouth Access Management within fifteen (15) calendar days of Birch's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Birch agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Birch's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Birch or upon the termination of this Attachment or the termination of occupancy of an individual collocation arrangement.
- 5.9.1 BellSouth will permit one accompanied site visit to Birch's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to Birch. Birch must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Premises a minimum of thirty (30) calendar days prior to the date Birch desires access to the Collocation Space. In order to permit reasonable access during construction of the Collocation Space, Birch may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Birch desires access to the Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Birch to access the Collocation Space accompanied by a security escort at Birch's expense. Birch must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.10 Lost or Stolen Access Keys. Birch shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key buildings or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Birch shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.11 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Birch shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment or facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its

telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or facilities of Birch violates the provisions of this paragraph, BellSouth shall give written notice to Birch, which notice shall direct Birch to cure the violation within forty-eight (48) hours of Birch's actual receipt of written notice or, at a minimum, to commence curative measures within twenty-four (24) hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.11.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Birch fails to take curative action within forty-eight (48) hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or another entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Birch's equipment. BellSouth will endeavor, but is not required, to provide notice to Birch prior to taking such action and shall have no liability to Birch for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.11.2 For purposes of this Section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Birch fails to take curative action within forty-eight (48) hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Birch or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Birch shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

5.12 Personalty and its Removal. Facilities and equipment placed by Birch in the Collocation Space shall not become a part of the Collocation Space, even if nailed, screwed or otherwise fastened to the Collocation Space, but shall retain their status as personal property and may be removed by Birch at any time. Any damage caused to

the Collocation Space by Birch's employees, agents or representatives during the removal of such property shall be promptly repaired by Birch at its expense.

- 5.12.1 If Birch decides to remove equipment from its Collocation Space and the removal requires no physical changes, BellSouth will bill Birch an Administrative Only Application Fee as set forth in Exhibit C for these charges. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.

- 5.13 Alterations. In no case shall Birch or any person acting on behalf of Birch make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Collocation Space or the BellSouth Premises without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any such specialized alterations shall be paid by Birch. Any such material rearrangement, modification, improvement, addition, or other alteration shall require a Subsequent Application and Subsequent Application Fee which will be billed by BellSouth on the date that BellSouth makes an Application Response.

- 5.14 Janitorial Service. Birch shall be responsible for the general upkeep of the Collocation Space. Birch shall arrange directly with a BellSouth Certified Supplier for janitorial services applicable to Caged Collocation Space. BellSouth shall provide a list of such suppliers on a site-specific basis upon request.

6. **Ordering and Preparation of Collocation Space**

- 6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Birch and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof.

- 6.2 Initial Application. For Birch or Birch's Guest(s) initial equipment placement, Birch shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The Initial Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.

- 6.3 Subsequent Application. In the event Birch or Birch's Guest(s) desires to modify the use of the Collocation Space after a BFFO, Birch shall complete an application detailing all information regarding the modification to the Collocation Space ("Subsequent Application"). The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the Subsequent Application are completed with the appropriate type of information. BellSouth shall determine what modifications, if any, to the Premises are required to accommodate the change

requested by Birch in the application. Such necessary modifications to the Premises may include, but are not limited to, floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.3.1 Subsequent Application Fee. The application fee paid by Birch for its request to modify the use of the Collocation Space shall be dependent upon the level of assessment needed for the modification requested. The fee for a Subsequent Application where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. If the modification requires capital expenditure, an Initial Application Fee shall apply. This non-recurring fee will be billed on the date that BellSouth makes an Application Response.
- 6.4 Space Preferences. If Birch has previously requested and received a Space Availability Report for the Premises, Birch may submit up to three (3) space preferences on its application identifying specific space identification numbers as referenced on the Space Availability Report. In the event that BellSouth can-not accommodate the Birch's preference(s), Birch may elect to accept the space allocated by BellSouth or may cancel its application and submit another application requesting additional preferences, which will be treated as a new application and an application fee will apply which will be billed by BellSouth on the date that BellSouth makes an Application Response.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Birch of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by Birch or differently configured, Birch must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Premises. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an application fee will be billed by BellSouth on the date that BellSouth makes an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Birch or differently configured, Birch must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for

eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received within five (5) business days. If the amount of space requested is not available, BellSouth will notify Birch of the amount of space that is available and no application fee shall apply. When BellSouth's response includes an amount of space less than that requested by Birch or differently configured, Birch must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide, the items necessary to cause the application to become Bona Fide.

- 6.6 Denial of Application. If BellSouth notifies Birch that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Birch that BellSouth has no available space in the requested Premises, BellSouth will allow Birch, upon request, to tour the entire Premises within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Premises must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application, BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Birch to inspect any floor plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Premises is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two (2) business days of the determination that space is available. A

telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.8.2 When space becomes available, Birch must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Birch has originally requested caged Collocation Space and cageless Collocation Space becomes available, Birch may refuse such space and notify BellSouth in writing within that time that Birch wants to maintain its place on the waiting list without accepting such space. Birch may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Birch does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove Birch from the waiting list. Upon request, BellSouth will advise Birch as to its position on the list.

- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Central Offices that are without available space. BellSouth shall update such document within ten (10) calendar days of the date BellSouth becomes aware that there is insufficient space to accommodate physical collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Central Office previously on the space exhaust list.

6.10 Application Response.

- 6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.
- 6.10.2 In North Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.
- 6.10.3 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote, based upon standardized pricing provided that Birch has given BellSouth a forecast of Birch's collocation needs at least ten (10) calendar days prior to submitting an application. If no forecast is provided by Birch the interval for an Application Response will be thirty (30) calendar days.



- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Birch to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Birch submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.
- 6.10.5 In Georgia, Kentucky, Mississippi and South Carolina, when space has been determined to be available for caged or cageless arrangements, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, as described in Section 8.
- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty-five (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Birch or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth may charge Birch an additional application fee. The fee for an application modification where the modification requested has limited effect (e.g., requires labor expenditure but no capital expenditure by BellSouth) shall be the Subsequent Application Fee as set forth in Exhibit C. A modification involving a capital expenditure by BellSouth shall require Birch to submit the application with an Initial Application Fee. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 6.12 Bona Fide Firm Order.
- 6.12.1 In Kentucky and North Carolina, Birch shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Physical Expanded

Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Birch has completed the Application/Inquiry process described in Section 6, preceeding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The BFFO must be received by BellSouth no later than five (5) business days after BellSouth's Application Response to Birch's Bona Fide application in order to receive the intervals set forth in Section 7. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Birch's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in Section 7.1.1 will be extended day for day for each day after the fifth business day the BFFO is received until the application expires.

- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Birch shall indicate its intent to proceed with equipment installation in a BellSouth Premises by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Birch's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Birch's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

## **7. Construction and Provisioning**

### **7.1 Construction and Provisioning Intervals**

- 7.1.1 In North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Birch submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event Birch submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Birch submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days.

BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Birch at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide Collocation Space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis. Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

- 7.1.1.1 To be considered a timely and accurate forecast, Birch must submit to BellSouth the CLEC Collocation Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Alabama, BellSouth will complete construction for caged collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements when preconditioned space is available within thirty (30) calendar days from receipt of a BFFO (ordinary conditions) or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for cageless collocation arrangements as soon as possible within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. Preconditioned space is defined as when all infrastructure is in place and only a record change is required to show that the space has been assigned to Birch. Ordinary conditions are defined as space available with only minor changes to support systems required, such as, but not limited to HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include, but are not limited to, major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.3 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to the Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Birch cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.

- 7.1.4 In Georgia, Kentucky, Mississippi and South Carolina, BellSouth will complete construction for caged collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. BellSouth will complete construction for cageless collocation arrangements under ordinary conditions as soon as possible and within a maximum of sixty (60) calendar days from receipt of a BFFO and ninety (90) calendar days for extraordinary conditions or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). Extraordinary conditions are defined to include but are not limited to major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days for caged and sixty (60) calendar days for cageless from receipt of a BFFO for an initial request, and within sixty (60) calendar days for an Augmentation, or as agreed to by the Parties. Ordinary conditions are defined as space available with only minor changes to support systems required, such as but not limited to, HVAC, cabling and the power plant(s). BellSouth will complete construction of all other Collocation Space ("extraordinary conditions") within one hundred twenty (120) calendar days for caged and ninety (90) calendar days for cageless from the receipt of a BFFO. Examples of extraordinary conditions include but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.6 In Tennessee, BellSouth will complete construction for collocation arrangements under ordinary conditions as follows: (i) for caged collocation arrangements, within a maximum of ninety (90) calendar days from receipt of a BFFO, or as agreed to by the Parties; (ii) for cageless collocation arrangements, within thirty (30) calendar days from receipt of a BFFO when there is conditioned space and Birch installs the bays/racks. In no event shall the provisioning interval for cageless collocation exceed ninety (90) calendar days from the receipt of a BFFO, unless otherwise agreed to by the parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Birch or seek a waiver from this interval from the Commission. For the purpose of defining conditioned space as referenced in the Commission order setting intervals for cageless collocation in Tennessee, conditioned space is defined as follows: i) floor space must be available; ii) floor space must be

equipped with adequate air conditioning to accommodate equipment listed on application; iii) Cable racking, any fiber duct, riser cable support structure and power cable support structure must be in place to support equipment listed on the application; and iv) power plant capacity at BDFB or main power board must be available. If LGX or DGX equipment is requested on the application and adequate existing capacity is not available then conditioned space is considered unavailable. If BellSouth is required by the application to place power cabling, conditioned space is considered unavailable.

- 7.2 Joint Planning. Joint planning between BellSouth and Birch will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Collocation Space completion time period will be provided to Birch during joint planning.
- 7.3 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.4 Acceptance Walk Through. Birch will schedule and complete an acceptance walk through of each Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Birch that the Collocation Space is ready for occupancy (Space Ready Date). In the event that Birch fails to complete an acceptance walk through within this fifteen (15) day interval, the Collocation Space shall be deemed accepted by Birch. BellSouth will correct any deviations to Birch's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.5 Circuit Facility Assignments (CFAs). Unless otherwise specified, BellSouth will provide CFAs to Birch prior to the applicable provisioning interval set forth herein ("Provisioning Interval") for those Premises in which Birch has a physical collocation arrangement with no POT bay or with a POT bay provided by BellSouth prior to 6/1/99. BellSouth cannot provide CFAs to Birch prior to the Provisioning Interval for those Premises in which Birch has a physical collocation arrangement with a POT bay provided by Birch prior to 6/1/99 or a virtual collocation arrangement until Birch provides BellSouth with the following information:

For Birch-provided POT bay - a complete layout of the POT panels (equipment inventory update (EIU) form) showing locations, speeds, etc.

For virtual - a complete layout of Birch's equipment (equipment inventory update (EIU) form), including the locations of the low speed ports and the specific frame terminations to which the equipment will be wired by Birch's BellSouth Certified Supplier

BellSouth cannot begin work on the CFAs until the complete and accurate EIU form is received from Birch. If this EIU is provided ten (10) calendar days prior to the Provisioning Interval, then CFAs will be made available by the Provisioning Interval. If this EIU is not received ten (10) calendar days prior to the Provisioning Interval, then the CFAs will be provided within ten (10) calendar days of receipt of the EIU.

- 7.5.1 BellSouth will bill Birch a nonrecurring charge, as set forth in Exhibit C, each time Birch requests a resend of its CFAs.
- 7.6 Use of BellSouth Certified Supplier. Birch shall select a supplier which has been approved as a BellSouth Certified Supplier to perform all engineering and installation work. Birch and Birch's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Birch must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Birch with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Birch's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's equipment engineers and Birch upon successful completion of installation, etc. The BellSouth Certified Supplier shall bill Birch directly for all work performed for Birch pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Birch or any supplier proposed by Birch. All work performed by or for Birch shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth shall place environmental alarms in the Premises for the protection of BellSouth equipment and facilities. Birch shall be responsible for placement, monitoring and removal of environmental and equipment alarms used to service Birch's Collocation Space. Upon request, BellSouth will provide Birch with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Birch. Both Parties shall use best efforts to notify the other of any verified environmental condition known to that Party.
- 7.8 Virtual to Physical Collocation Relocation. In the event physical Collocation Space was previously denied at a location due to technical reasons or space limitations, and physical Collocation Space has subsequently become available, Birch may relocate its virtual collocation arrangements to physical collocation arrangements and pay the appropriate fees for physical collocation and for the rearrangement or reconfiguration of services terminated in the virtual collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical collocation may become available at the location requested by Birch, such information will be provided to Birch in BellSouth's written denial of physical collocation. To the extent that (i) physical Collocation Space becomes available to Birch within one hundred eighty (180) calendar days of BellSouth's

written denial of Birch's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Birch was not informed in the written denial that physical Collocation Space would become available within such one hundred eighty (180) calendar days, then Birch may relocate its virtual collocation arrangement to a physical collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual collocation. Birch must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Collocation Space to its physical Collocation Space and will bear the cost of such relocation.

- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to cageless physical collocation within sixty (60) calendar days and from virtual collocation to caged physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days. BellSouth will bill Birch an Administrative Only Application Fee as set forth in Exhibit C for these charges on the date that BellSouth provides an Application Response.
- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, Birch cancels its order for the Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Birch cancels its order for Collocation Space at any time prior to space acceptance, BellSouth will bill Birch for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Birch, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Collocation Space.

- 7.12 Environmental Compliance. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
8. Rates and Charges
- 8.1 Recurring Charges. The recurring charges for space preparation begin on the Space Ready Date or on the date Birch accepts the space, whichever is first.
- 8.2 Application Fee. BellSouth shall assess an application fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 6 (Application Response). Payment of said application fee will be due as dictated by Birch's current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable application fee is the planning fee for both Initial Applications and Subsequent Applications placed by Birch. This fee will be billed by Bellsouth on the date that BellSouth provides an Application Response.
- 8.3 Space Preparation. Space preparation fees consist of a nonrecurring charge for firm order processing and monthly recurring charges for central office modifications, assessed per arrangement, per square foot, and common systems modifications, assessed per arrangement, per square foot, for cageless collocation and per cage for caged collocation. Birch shall remit payment of the nonrecurring firm order-processing fee coincident with submission of a BFFO. The charges recover the costs associated with preparing the Collocation Space, which includes survey, engineering of the Collocation Space, design and modification costs for network, building and support systems. In the event Birch opts for cageless space, the space preparation fees will be assessed based on the total floor space dedicated to Birch as prescribed in this Section.
- 8.4 Cable Installation. Cable Installation Fee(s) are assessed per entrance cable placed. This non-recurring fee will be billed by BellSouth upon receipt of the Birch's BFFO.
- 8.5 Floor Space. The Floor Space Charge includes reasonable charges for lighting, HVAC, and other allocated expenses associated with maintenance of the Premises but does not include any power-related costs incurred by BellSouth. When the Collocation Space is enclosed, Birch shall pay floor space charges based upon the number of square feet so enclosed. When the Collocation Space is not enclosed, Birch shall pay floor space charges based upon the following floor space calculation: [(depth of the equipment lineup in which the rack is placed) + (0.5 x maintenance aisle depth) + (0.5 x wiring aisle depth)] X (width of rack and spacers). For purposes of this calculation, the depth of the equipment lineup shall consider the footprint of equipment racks plus any equipment overhang. BellSouth will assign unenclosed Collocation Space in conventional equipment rack lineups where feasible. In the event Birch's collocated equipment requires special cable racking, isolated grounding or other treatment which prevents placement within conventional equipment rack lineups, Birch



shall be required to request an amount of floor space sufficient to accommodate the total equipment arrangement.

- 8.6 Power. BellSouth shall make available -48 Volt (-48V) DC power for Birch's Collocation Space at a BellSouth Power Board or BellSouth Battery Distribution Fuse Bay (BDFB) at Birch's option within the Premises.
- 8.6.1 When obtaining power from a BDFB, fuses and power cables (A&B) must be engineered (sized), and installed by Birch's BellSouth Certified Supplier. When obtaining power from a BellSouth power board, power cables (A&B) must be engineered (sized), and installed by Birch's BellSouth Certified Supplier. Birch is responsible for contracting with a BellSouth Certified Supplier for power distribution feeder cable runs from a BellSouth BDFB or power board to Birch's equipment. The determination of the BellSouth BDFB or BellSouth power board as the power source will be made at BellSouth's sole, but reasonable, discretion. The BellSouth Certified Supplier contracted by Birch must provide BellSouth a copy of the engineering power specification prior to the day on which Birch's equipment becomes operational. BellSouth will provide the common power feeder cable support structure between the BellSouth BDFB or power board and Birch's arrangement area. Birch shall contract with a BellSouth Certified Supplier who will be responsible for the following: dedicated power cable support structure within Birch's arrangement, power cable feeds, and terminations of cable. Any terminations at a BellSouth power board must be performed by a BellSouth Certified Supplier. Birch shall comply with all applicable National Electric Code (NEC), BellSouth TR73503, Telcordia and ANSI Standards regarding power cabling.
- 8.6.2 If Birch elects to install its own DC Power Plant, BellSouth shall provide AC power to feed Birch's DC Power Plant. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Birch's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Birch's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Birch's option, Birch may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.6.3 In Tennessee, recurring charges for -48V DC power consumption will be assessed per ampere per month based upon the engineered and installed power feed fused ampere capacity. Rates include redundant feeder fuse positions (A&B) and common cable rack to Birch's equipment or space enclosure. Birch shall contract with a Certified Supplier who will be responsible for the following: dedicated power cable support structure within Birch's arrangement and terminations of cable within the Collocation Space.

- 8.6.3.1 In Tennessee, non-recurring charges for -48V DC power distribution will be based on the common power feeder cable support structure between the BellSouth BDFB and Birch's arrangement area.
- 8.6.4 In Alabama, Louisiana and South Carolina, Birch has the option to purchase power directly from an electric utility company. Under such an option, Birch is responsible for contracting with the electric utility company for its own power feed and meter, and is financially responsible for purchasing all equipment necessary to accomplish the arrangement, including inverters, batteries, power boards, bus bars, BDFBs, backup power supplies and cabling. The actual work to install this arrangement must be performed by a BellSouth Certified Supplier hired by Birch. Birch's BellSouth Certified Supplier must comply with all applicable safety codes, including the National Electric Safety Codes, in installing this power arrangement. Any floor space, cable racking, etc utilized by Birch in provisioning said power will be billed on an ICB basis.
- 8.6.5 If Birch requests a reduction in the amount of power that BellSouth is currently providing Birch must submit a Subsequent Application. If no modification to the Collocation Space is requested other than the reduction in power, the Subsequent Application Fee for Power Reduction as set forth in Exhibit C will apply. If modifications are requested in addition to the reduction of power the Subsequent Application Fee will apply. This non-recurring fee will be billed by BellSouth on the date that BellSouth provides an Application Response.
- 8.6.6 In Alabama, if Birch is currently served from the BellSouth power board and requests that its power be reconfigured to connect to a BellSouth BDFB, in a specific central office, Birch must submit a Subsequent Application. BellSouth will respond to such application within seven (7) calendar days and no application fee will apply.
- 8.7 Security Escort. A security escort will be required whenever Birch or its approved agent desires access to the entrance manhole or must have access to the Premises after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Birch shall pay for such half-hour charges in the event Birch fails to show up.
- 8.8 Cable Record charges. These charges apply for work required to build cable records in BellSouth systems. The VG/DS0 per cable record charge is for a maximum of 3600 records. The Fiber cable record charge is for a maximum of 99 records. These non-recurring fees will be billed upon receipt of Birch's BFFO.
- 8.9 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.

9. **Insurance**

- 9.1 Birch shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Birch shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.
- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Birch's real and personal property situated on or within BellSouth's Central Office location(s).
- 9.2.4 Birch may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Birch to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Birch shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Premises and shall remain in effect for the term of this Attachment or until all Birch's property has been removed from BellSouth's Premises, whichever period is longer. If Birch fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Birch.
- 9.5 Birch shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Birch shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Birch's insurance company. Birch shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:

BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375

- 9.6 Birch must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Birch's net worth exceeds five hundred million dollars (\$500,000,000), Birch may elect to request self-insurance status in lieu of obtaining any of the insurance required in Sections 9.2.1 and 9.2.2. Birch shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Birch in the event that self-insurance status is not granted to Birch. If BellSouth approves Birch for self-insurance, Birch shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Birch's corporate officers. The ability to self-insure shall continue so long as the Birch meets all of the requirements of this Section. If Birch subsequently no longer satisfies this Section, Birch is required to purchase insurance as indicated by Sections 9.2.1 and 9.2.2.
- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Birch to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**10. Mechanics Liens**

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

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of Birch's equipment and facilities in the Collocation Space(s) prior to the activation of facilities between Birch's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Birch adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Birch with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.

**12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, Birch will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Birch employee hired in the past five years being considered for work on the BellSouth Premises, for the states/counties where the Birch employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Birch shall not be required to perform this investigation if an affiliated company of Birch has performed an investigation of the Birch employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Birch has performed a pre-employment statewide investigation of criminal history records of the Birch employee for the states/counties where the Birch employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Birch will be required to administer to its personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Birch shall provide its employees and agents with picture identification, which must be worn and visible at all times while in the Collocation Space or other areas in or around the Premises. The photo identification card shall bear, at a minimum, the employee's name and photo and Birch's name. BellSouth reserves the right to remove from its Premises any employee of Birch not possessing identification issued by Birch or who has violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Birch shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises. Birch shall be solely responsible for ensuring that any Guest of Birch is in compliance with all subsections of this Section.
- 12.4 Birch shall not assign to the BellSouth Premises any personnel with records of felony criminal convictions. Birch shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse building access to any Birch personnel who have been

identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Birch chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Birch may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).

- 12.4.1 Birch shall not knowingly assign to the BellSouth Premises any individual who was a former employee of BellSouth and whose employment with BellSouth was terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.4.2 Birch shall not knowingly assign to the BellSouth Premises any individual who was a former supplier of BellSouth and whose access to a BellSouth Premises was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Birch employee or agent hired by Birch within five years of being considered for work on the BellSouth Premises, who requires access to a BellSouth Premises pursuant to this Attachment, Birch shall furnish BellSouth, prior to an employee or agent gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Birch will disclose the nature of the convictions to BellSouth at that time. In the alternative, Birch may certify to BellSouth that it shall not assign to the BellSouth Premises any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Birch employees requiring access to a BellSouth Premises pursuant to this Attachment, Birch shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Birch shall promptly remove from BellSouth's Premises any employee of Birch BellSouth does not wish to grant access to its Premises 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Birch is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Birch's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Birch's Security contact of such interview. Birch and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct

committed by, witnessed by, or involving Birch's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Birch for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Birch's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Birch for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Birch's employees, agents, or suppliers and where Birch agrees, in good faith, with the results of such investigation. Birch shall notify BellSouth in writing immediately in the event that Birch discovers one of its employees already working on the BellSouth Premises is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth Premises, any employee found to have violated the security and safety requirements of this Section. Birch shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Premises.

- 12.8 Use of Supplies. Unauthorized use of equipment, supplies or other property by either Party, whether or not used routinely to provide telephone service will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Premises. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Collocation Space**

- 13.1 In the event a Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Birch's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate occupancy of the damaged Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof. If the Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Birch's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Birch, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations,

strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Birch may, at its own expense, accelerate the rebuild of its collocated space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space preparation has been completed. If Birch's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Birch. Where allowed and where practical, Birch may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Collocation Space shall be rebuilt or repaired, Birch shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Collocation Space for Birch's permitted use, until such Collocation Space is fully repaired and restored and Birch's equipment installed therein (but in no event later than thirty (30) calendar days after the Collocation Space is fully repaired and restored). Where Birch has placed an Adjacent Arrangement pursuant to Section 3, Birch shall have the sole responsibility to repair or replace said Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Collocation Space or Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Collocation Space or Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Collocation Space or Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Collocation Space or Adjacent Arrangement shall be taken under eminent domain, BellSouth and Birch shall each have the right to terminate this Attachment with respect to such Collocation Space or Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**15. Nonexclusivity**

- 15.1 Birch understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis



## ENVIRONMENTAL AND SAFETY PRINCIPLES

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

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Birch agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Birch shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Birch should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Birch to follow when working at a BellSouth Premises (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Birch will require its suppliers, agents and others accessing the BellSouth Premises to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Birch when operating in the BellSouth Premises.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Birch space with proper notification. BellSouth reserves the right to stop any Birch work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Premises.

- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Premises by Birch are owned by Birch. Birch will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Birch or different hazardous materials used by Birch at BellSouth Premises. Birch must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Premises.
- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Premises, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Birch to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Birch will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Birch will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Birch must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Birch shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages (including direct and indirect damages and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Premises.
2. **CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**
- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Premises, Birch agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Birch further agrees to cooperate with BellSouth to ensure that Birch's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Birch, its employees, agents and/or suppliers.

2.2 The most current version of the reference documentation must be requested from Birch's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact ATCC Representative)
Emergency response	Hazmat/waste release/spill fire safety emergency	Fact Sheet Series 17000 Building Emergency Operations Plan (EOP) (specific to and located on Premises)
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Premises (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	Compliance with all applicable local, state, & federal laws and regulations  Performance of services in accordance with BST's environmental M&Ps  Insurance	Std T&C 450  Std T&C 450-B (Contact ATCC Representative for copy of appropriate E/S M&Ps.)  Std T&C 660
Transportation of hazardous material	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet Series 17000  Std T&C 660-3  Approved Environmental Vendor List (Contact ATCC Representative)
Maintenance/operations work which may produce a waste	Compliance with all applicable local, state, & federal laws and regulations	Std T&C 450

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Other maintenance work	regulations Protection of BST employees and equipment	29CFR 1910.147 (OSHA Standard) 29CFR 1910 Subpart O (OSHA Standard)
Janitorial services	All waste removal and disposal must conform to all applicable federal, state and local regulations  All Hazardous Material and Waste  Asbestos notification and protection of employees and equipment	Procurement Manager (CRES Related Matters)-BST Supply Chain Services  Fact Sheet Series 17000  GU-BTEN-001BT, Chapter 3 BSP 010-170-001BS (Hazcom)
Manhole cleaning	Compliance with all applicable local, state, & federal laws and regulations  Pollution liability insurance  EVET approval of supplier	Std T&C 450 Fact Sheet 14050 BSP 620-145-011PR Issue A, August 1996  Std T&C 660-3  Approved Environmental Vendor List (Contact ATCC Representative)
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	GU-BTEN-001BT, Chapter 3 For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY & LA (local area code) 557-6194 FL, GA, NC & SC (local area code) 780-2740

### 3. DEFINITIONS

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

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

Hazardous Waste. As defined in Section 1004 of RCRA.

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

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

#### 4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

### THREE MONTH CLEC COLLOCATION FORECAST

CLEC NAME \_\_\_\_\_ DATE \_\_\_\_\_

STATE	Central Office/CIN	CAGELESS Bays	CAGELESS Bays	FRAME TERMINATIONS	CLEC Provided BDFB Amps Load	BST Provided BDFB Amps Load	Heat Dissipation BTU/Hour	Entrance Facilities # sheaths & # fibers	Proposed Application Date	NOTES
<p>*Standard bays are defined as racks, bays or cabinets, including equipment and cable, with measurements equal to or less than the following: Width - 26", Depth - 12". The standard height for all collocated equipment bays in BellSouth is 7' 0".</p> <p>** Any forecast for non-standard cageless bays must include an attachment describing the quantity and width and depth measurements.</p>										

Notes: Forecast information will be used for no other purpose than collocation planning.

## **Attachment 4**

### **Remote Site Physical Collocation**

**BELLSOUTH**  
**REMOTE SITE PHYSICAL COLLOCATION**

**1. Scope of Attachment**

- 1.1 Scope of Attachment. The rates, terms, and conditions contained within this Attachment shall only apply when Birch is occupying the Remote Collocation Space as a sole occupant or as a Host within a Remote Site Location pursuant to this Attachment.
- 1.2 Right to occupy. BellSouth shall offer to Birch Remote Site Collocation on rates, terms, and conditions that are just, reasonable, non-discriminatory and consistent with the rules of the Federal Communications Commission ("FCC"). Subject to the rates, terms, and conditions of this Attachment where space is available and collocation is technically feasible, BellSouth will allow Birch to occupy that certain area designated by BellSouth within a BellSouth Remote Site Location, or on BellSouth property upon which the BellSouth Remote Site Location is located, of a size, which is specified by Birch and agreed to by BellSouth (hereinafter "Remote Collocation Space"). BellSouth Remote Site Locations include cabinets, huts, and controlled environmental vaults owned or leased by BellSouth that house BellSouth Network Facilities. To the extent this Attachment does not include all the necessary rates, terms and conditions for BellSouth remote locations other than cabinets, huts and controlled environmental vaults, the Parties will negotiate said rates, terms, and conditions upon request for collocation at BellSouth remote locations other than those specified above.
- 1.3 Space Reservation.
- 1.3.1 In all states other than Florida, the number of racks/bays specified by Birch may contemplate a request for space sufficient to accommodate Birch's growth within a two year period.
- 1.3.2 In the state of Florida, the number of racks/bays specified by Birch may contemplate a request for space sufficient to accommodate Birch's growth within an eighteen (18) month period.
- 1.3.3 Neither BellSouth nor any of BellSouth's affiliates may reserve space for future use on more preferential terms than those set forth above.
- 1.4 Third Party Property. If the Premises, or the property on which it is located, is leased by BellSouth from a Third Party or otherwise controlled by a Third Party, special considerations and intervals may apply in addition to the terms and conditions of this



Attachment. Additionally, where BellSouth notifies Birch that BellSouth's agreement with a Third Party does not grant BellSouth the ability to provide access and use rights to others, upon Birch's request, BellSouth will use its best efforts to obtain the owner's consent and to otherwise secure such rights for Birch. Birch agrees to reimburse BellSouth for the reasonable and demonstrable costs incurred by BellSouth in obtaining such rights for Birch. In cases where a Third Party agreement does not grant BellSouth the right to provide access and use rights to others as contemplated by this Attachment and BellSouth, despite its best efforts, is unable to secure such access and use rights for Birch as above, Birch shall be responsible for obtaining such permission to access and use such property. BellSouth shall cooperate with Birch in obtaining such permission.

- 1.5 Space Reclamation. In the event of space exhaust within a Remote Site Location, BellSouth may include in its documentation for the Petition for Waiver filing any unutilized space in the Remote Site Location. Birch will be responsible for any justification of unutilized space within its Remote Collocation Space, if the appropriate state commission requires such justification.
- 1.6 Use of Space. Birch shall use the Remote Collocation Space for the purposes of installing, maintaining and operating Birch's equipment (to include testing and monitoring equipment) necessary for interconnection with BellSouth services and facilities or for accessing BellSouth unbundled network elements (UNEs) for the provision of telecommunications services, as specifically set forth in this Attachment. The Remote Collocation Space may be used for no other purposes except as specifically described herein or in any amendment hereto.
- 1.7 Rates and charges. Birch agrees to pay the rates and charges identified in Exhibit C attached hereto.
- 1.8 If any due date contained in this Attachment falls on a weekend or National holiday, then the due date will be the next business day thereafter. For intervals of ten (10) days or less National holidays will be excluded.
- 1.9 The Parties agree to comply with all applicable federal, state, county, local and administrative laws, rules, ordinances, regulations and codes in the performance of their obligations hereunder.
2. Space Availability Report
- 2.1 Space Availability Report. Upon request from Birch, BellSouth will provide a written report ("Space Availability Report"), describing in detail the space that is available for collocation and specifying the amount of Remote Collocation Space available at the Remote Site Location requested, the number of collocators present at the Remote Site Location, any modifications in the use of the space since the last report on the Remote

Site Location requested and the measures BellSouth is taking to make additional space available for collocation arrangements. A Space Availability Report does not reserve space at the Remote Site Location.

- 2.1.1 The request from Birch for a Space Availability Report must be written and must include the Common Language Location Identification ("CLLI") code for both the Remote Site Location and the serving central office. The CLLI code information for the serving central office is located in the National Exchange Carriers Association (NECA) Tariff FCC No. 4. If Birch is unable to obtain the CLLI code from, for example, a site visit to the remote site, Birch may request the CLLI code from BellSouth. To obtain a CLLI code for a remote site directly from BellSouth, Birch should submit to BellSouth a Remote Site Interconnection Request for Remote Site CLLI Code prior to submitting its request for a Space Availability Report. Birch should complete all the requested information and submit the Request with the applicable fee to BellSouth.
- 2.1.2 BellSouth will respond to a request for a Space Availability Report for a particular Remote Site Location within ten (10) calendar days of receipt of such request. BellSouth will make best efforts to respond in ten (10) calendar days to such a request when the request includes from two (2) to five (5) Remote Site Locations within the same state. The response time for requests of more than five (5) Remote Site Locations shall be negotiated between the Parties. If BellSouth cannot meet the ten (10) calendar day response time, BellSouth shall notify Birch and inform Birch of the time frame under which it can respond.
- 2.2 Remote Terminal information. Upon request, BellSouth will provide Birch with the following information concerning BellSouth's remote terminals: (i) the address of the remote terminal; (ii) the CLLI code of the remote terminal; (iii) the carrier serving area of the remote terminal; (iv) the designation of which remote terminals subtend a particular central office; and (v) the number and address of customers that are served by a particular remote terminal.
- 2.2.1 BellSouth will provide this information on a first come, first served basis within thirty (30) calendar days of a Birch request subject to the following conditions: (i) the information will only be provided on a CD in the same format in which it appears in BellSouth's systems; (ii) the information will only be provided for each serving wire center designated by Birch, up to a maximum of thirty (30) wire centers per Birch request per month per state, and up to for a maximum of 120 wire centers total per month per state for all CLECs; and (iii) Birch agrees to pay the costs incurred by BellSouth in providing the information.

3. **Collocation Options**

- 3.1 **Cageless.** BellSouth shall allow Birch to collocate Birch's equipment and facilities without requiring the construction of a cage or similar structure. BellSouth shall allow Birch to have direct access to Birch's equipment and facilities. BellSouth shall make cageless collocation available in single rack/bay increments. Except where Birch's equipment requires special technical considerations (e.g., special cable racking, isolated ground plane, etc.), BellSouth shall assign cageless Remote Collocation Space in conventional equipment rack lineups where feasible. For equipment requiring special technical considerations, Birch must provide the equipment layout, including spatial dimensions for such equipment pursuant to generic requirements contained in Telcordia GR-63-Core, and shall be responsible for compliance with all special technical requirements associated with such equipment pursuant.
- 3.2 **Caged.** At Birch's expense, Birch may arrange with a Supplier certified by BellSouth ("Certified Supplier") to construct a collocation arrangement enclosure, where technically feasible as that term has been defined by the FCC, in accordance with BellSouth's guidelines and specifications prior to starting equipment installation. BellSouth will provide guidelines and specifications upon request. Birch's Certified Supplier shall be responsible for filing and receiving any and all necessary permits and/or licenses for such construction. BellSouth shall cooperate with Birch and provide, at Birch's expense, the documentation, including existing building architectural drawings, enclosure drawings, and specifications required and necessary for Birch to obtain the zoning, permits and/or other licenses. Birch's Certified Supplier shall bill Birch directly for all work performed for Birch pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Birch's Certified Supplier. Birch must provide the local BellSouth Remote Site Location contact with two Access Keys used to enter the locked enclosure. Except in case of emergency, BellSouth will not access Birch's locked enclosure prior to notifying Birch. Upon request, BellSouth shall construct the enclosure for Birch.
- 3.2.1 BellSouth may elect to review Birch's plans and specifications prior to allowing construction to start to ensure compliance with BellSouth's guidelines and specifications. Notification to Birch indicating BellSouth's desire to execute this review will be provided in BellSouth's response to the Initial Application, if Birch has indicated their desire to construct their own enclosure. If Birch's Initial Application does not indicate their desire to construct their own enclosure, but their subsequent firm order does indicate their desire to construct their own enclosure, then notification to review will be given within ten (10) calendar days after the Firm Order date. BellSouth shall complete its review within fifteen (15) calendar days after the receipt of the plans and specifications. Regardless of whether or not BellSouth elects to review Birch's plans and specifications, BellSouth reserves the right to inspect the enclosure after construction to make sure it is constructed according to the submitted plans and specifications and/or BellSouth's guidelines and specifications, as applicable. BellSouth shall require Birch to remove or correct within seven (7) calendar days at

Birch's expense any structure that does not meet these plans and specifications or, where applicable, BellSouth guidelines and specifications.

- 3.3 Shared Collocation. Birch may allow other telecommunications carriers to share Birch's Remote Collocation Space pursuant to terms and conditions agreed to by Birch ("Host") and other telecommunications carriers ("Guests") and pursuant to this Section, except where the BellSouth Remote Site Location is located within a leased space and BellSouth is prohibited by said lease from offering such an option or is located on property for which BellSouth holds an easement and such easement does not permit such an option. Birch shall notify BellSouth in writing upon execution of any agreement between the Host and its Guest within ten (10) calendar days of its execution and prior to any Firm Order. Further, such notice shall include the name of the Guest(s) and the term of the agreement, and shall contain a certification by Birch that said agreement imposes upon the Guest(s) the same terms and conditions for Remote Collocation Space as set forth in this Attachment between BellSouth and Birch.
- 3.3.1 Birch, as the Host, shall be the sole interface and responsible Party to BellSouth for assessment of rates and charges contained within this Attachment and for the purposes of ensuring that the safety and security requirements of this Attachment are fully complied with by the Guest, its employees and agents. BellSouth shall provide Birch with a proration of the costs of the Remote Collocation Space based on the number of collocators and the space used by each with a minimum charge of one (1) bay/rack per Host/Guest. In those instances where the Host permits a Guest to use a shelf within the Host's bay, BellSouth will not prorate the cost of the bay. In all states other than Florida, and in addition to the foregoing, Birch shall be the responsible party to BellSouth for the purpose of submitting applications for initial and additional equipment placement of Guest. In Florida the Guest may directly submit initial and additional equipment placement applications using the Host's access carrier name abbreviation (ACNA). A separate Guest application shall require the assessment of an Initial or Subsequent Application Fee, as set forth in Exhibit C, which will be charged to the Host. BellSouth shall bill this non-recurring fee on the date that BellSouth provides its written response ("Application Response").
- 3.3.2 Notwithstanding the foregoing, the Guest may arrange directly with BellSouth for the provision of the interconnecting facilities between BellSouth and the Guest and for the provision of the services and access to unbundled network elements. The bill for these interconnecting facilities, services and access to UNEs will be charged to the Guest pursuant to the applicable tariff or the Guest's Interconnection Agreement with BellSouth.
- 3.3.3 Birch shall indemnify and hold harmless BellSouth from any and all claims, actions, causes of action, of whatever kind or nature arising out of the presence of Birch's Guests in the Remote Collocation Space except to the extent caused by BellSouth's sole negligence, gross negligence, or willful misconduct.

- 3.4 Adjacent Collocation. Subject to technical feasibility and space availability, BellSouth will permit adjacent Remote Site collocation arrangements ("Remote Site Adjacent Arrangement") on the property on which the Remote Site is located, where the Remote Site Adjacent Arrangement does not interfere with access to existing or planned structures or facilities on the Remote Site Location property. The Remote Site Adjacent Arrangement shall be constructed or procured by Birch and in conformance with BellSouth's design and construction specifications. Further, Birch shall construct, procure, maintain and operate said Remote Site Adjacent Arrangement(s) pursuant to all of the terms and conditions set forth in this Attachment. Rates shall be negotiated at the time of the application for the Remote Site Adjacent Arrangement.
- 3.4.1 Should Birch elect Adjacent Collocation, Birch must arrange with a Certified Supplier to construct a Remote Site Adjacent Arrangement structure in accordance with BellSouth's guidelines and specifications. Where local building codes require enclosure specifications more stringent than BellSouth's standard specification, Birch and Birch's Certified Supplier must comply with local building code requirements. Birch's Certified Supplier shall be responsible for filing and receiving any and all necessary zoning, permits and/or licenses for such construction. Birch's Certified Supplier shall bill Birch directly for all work performed for Birch pursuant to this Attachment and BellSouth shall have no liability for nor responsibility to pay such charges imposed by Birch's Certified Supplier. Birch must provide the local BellSouth Remote Site Location contact with two cards, keys or other access device used to enter the locked enclosure. Except in cases of emergency, BellSouth shall not access Birch's locked enclosure prior to notifying Birch.
- 3.4.2 Birch must submit its plans and specifications to BellSouth with its Firm Order. BellSouth shall review Birch's plans and specifications prior to construction of a Remote Site Adjacent Arrangement(s) to ensure compliance with BellSouth's guidelines and specifications. BellSouth shall complete its review within fifteen (15) calendar days after receipt of plans and specifications. BellSouth may inspect the Remote Site Adjacent Arrangement(s) during and after construction to confirm it is constructed according to the submitted plans and specifications. BellSouth shall require Birch to remove or correct within seven (7) calendar days at Birch's expense any structure that does not meet these plans and specifications.
- 3.4.3 Birch shall provide a concrete pad, the structure housing the arrangement, heating/ventilation/air conditioning ("HVAC"), lighting, and all facilities that connect the structure (i.e. racking, conduits, etc.) to the BellSouth point of demarcation. At Birch's option, and where the local authority having jurisdiction permits, BellSouth shall provide an AC power source and access to physical collocation services and facilities subject to the same nondiscriminatory requirements as applicable to any other physical collocation arrangement. In Alabama and Louisiana, BellSouth will provide DC power to Adjacent Collocation sites where technically feasible, as that term has

been defined by the FCC, and subject to individual case basis pricing. Birch's Certified Supplier shall be responsible, at Birch's expense, for filing and receiving any and all necessary zoning, permits and/or licenses for such arrangement. BellSouth shall allow Shared Collocation within a Remote Site Adjacent Arrangement pursuant to the terms and conditions set forth herein.

3.5 Co-carrier cross-connect (CCXC). The primary purpose of collocation is for a collocated telecommunications carrier to interconnect with BellSouth's network or access to BellSouth's unbundled network elements for the provision of telecommunications services within a BellSouth Premises. BellSouth will permit Birch to interconnect between its virtual or physical collocation arrangements and those of another collocated telecommunications carrier within the same remote site premises. Both Birch's agreement and the other collocated telecommunications carrier's agreement must contain rates, terms and conditions for CCXC language. At no point in time shall Birch use the Remote Collocation Space for the sole or primary purpose of cross connecting to other collocated telecommunications carriers.

3.5.1 Birch must use a BellSouth Certified Supplier to place the CCXC. The CCXC shall be provisioned through facilities owned by Birch. Such connections to other carriers may be made using either optical or electrical facilities. Birch may deploy such optical or electrical connections directly between its own facilities and the facilities of other collocated telecommunications carriers without being routed through BellSouth equipment. Birch may not self-provision CCXC on any BellSouth distribution frame, P OT (Point of Termination) Bay, DSX (Digital System Cross-connect) or LGX (Light Guide Cross-connect). Birch is responsible for ensuring the integrity of the signal.

3.5.2 Birch shall be responsible for providing written authorization to BellSouth from the other collocated telecommunications carrier prior to installing the CCXC. Birch-provisioned CCXC shall utilize common cable support structure.

3.5.3 To order CCXCs Birch must submit an Initial Application or Subsequent Application. If no modification to the Remote Collocation Space is requested other than the placement of CCXCs, the Subsequent Application Fee for CCXC, as defined in Exhibit C, will apply. If modifications in addition to the placement of CCXCs are requested, the Initial Application or Subsequent Application Fee will apply. BellSouth will bill this non-recurring fee on the date that BellSouth provides an Application Response.

#### 4. Occupancy

4.1 Occupancy. BellSouth will notify Birch in writing that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). Birch will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within

fifteen (15) calendar days of BellSouth's notifying Birch that Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that Birch fails to complete an acceptance walk through within this fifteen (15) calendar day interval, the Remote Collocation Space shall be deemed accepted by Birch. Billing will commence on the Space Ready Date or the date Birch accepts the space ("Space Acceptance Date"), whichever is sooner. Birch must notify BellSouth in writing that collocation equipment installation is complete and is operational with BellSouth's network. BellSouth may, at its option, not accept orders for cross connects until receipt of such notice. For purposes of this paragraph, Birch's telecommunications equipment will be deemed operational when cross-connected to BellSouth's network for the purpose of service provision.

- 4.2 Termination of Occupancy. In addition to any other provisions addressing termination of occupancy in this Attachment, Birch may terminate occupancy in a particular Remote Collocation Space by submitting a Subsequent Application requesting termination of occupancy. A Subsequent Application Fee will not apply for termination of occupancy. BellSouth may terminate Birch's right to occupy the Remote Collocation Space in the event Birch fails to comply with any provision of this Agreement.

- 4.2.1 Upon termination of occupancy, Birch at its expense shall remove its equipment and other property from the Remote Collocation Space. Birch shall have thirty (30) calendar days from the termination date to complete such removal, including the removal of all equipment and facilities of Birch's Guests, unless Birch's Guest has assumed responsibility for the Remote Collocation Space housing the Guest's equipment and executed the documentation required by BellSouth prior to such removal date. Birch shall continue payment of monthly fees to BellSouth until such date as Birch, and if applicable Birch's Guest, has fully vacated the Remote Collocation Space and the Space Relinquish Form has been accepted by BellSouth. Should Birch or Birch's Guest fail to vacate the Remote Collocation Space within thirty (30) calendar days from the termination date, BellSouth shall have the right to remove the equipment and dispose of the equipment and other property of Birch or Birch's Guest, in any manner that BellSouth deems fit, at Birch's expense and with no liability whatsoever for Birch or Birch's Guest's property. Upon termination of Birch's right to occupy Remote Collocation Space, the Remote Collocation Space will revert back to BellSouth, and Birch shall surrender such Remote Collocation Space to BellSouth in the same condition as when first occupied by the Birch except for ordinary wear and tear unless otherwise agreed to by the Parties. For CEVs and huts Birch's BellSouth Certified Supplier shall be responsible for updating and making any necessary changes to BellSouth's records as required by BellSouth's guidelines and specifications including but not limited to Record Drawings and ERMA Records. Birch shall be responsible for the cost of removing any enclosure, together with all support structures (e.g., racking, conduits, power cables, etc.), at the termination of occupancy and restoring the grounds to their original condition.

**5. Use of Remote Collocation Space**

- 5.1 Equipment Type. BellSouth permits the collocation of any type of equipment necessary for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services, as the term "necessary" is defined by FCC 47 C.F.R. Section 51.323 (b). The primary purpose and function of any equipment collocated in a Remote Collocated Space must be for interconnection to BellSouth's network or for access to BellSouth's unbundled network elements in the provision of telecommunications services.
- 5.1.1 Examples of equipment that would not be considered necessary include but are not limited to: Traditional circuit switching equipment, equipment used exclusively for call-related databases, computer servers used exclusively for providing information services, operations support system (OSS) equipment used to support collocated telecommunications carrier network operations, equipment that generates customer orders, manages trouble tickets or inventory, or stores customer records in centralized databases, etc. BellSouth will determine upon receipt of an application if the requested equipment is necessary based on the criteria established by the FCC. Multifunctional equipment placed on BellSouth's Premises must not place any greater relative burden on BellSouth's property than comparable single-function equipment. BellSouth reserves the right to permit collocation of any equipment on a nondiscriminatory basis.
- 5.1.2 Such equipment must, at a minimum, meet the following Telcordia Network Equipment Building Systems (NEBS) General Equipment Requirements: Criteria Level 3 requirements as outlined in the Telcordia Special Report SR-3580, Issue 1; equipment design spatial requirements per GR-63-CORE, Section 2; thermal heat dissipation per GR-063-CORE, Section 4, Criteria 77-79; acoustic noise per GR-063-CORE, Section 4, Criterion 128, and National Electric Code standards. Except where otherwise required by a Commission, BellSouth shall comply with the applicable FCC rules relating to denial of collocation based on Birch's failure to comply with this Section.
- 5.1.2.1 All Birch equipment installation shall comply with BellSouth TR 73503-11h, "Grounding - Engineering Procedures". Metallic cable sheaths and metallic strength members of optical fiber cables as well as the metallic cable sheaths of all copper conductor cables shall be bonded to the designated grounding bus for the Remote Site Location. All copper conductor pairs, working and non-working, shall be equipped with a solid state protector unit (over-voltage protection only) which has been listed by a nationally recognized testing laboratory.
- 5.1.3 Birch shall identify to BellSouth whenever Birch submits a Method of Procedure ("MOP") adding equipment to Birch's Remote Collocation Space all entities that have an interest, secured or otherwise, in the equipment in Birch's Remote Collocation Space.



- 5.2 Birch shall not use the Remote Collocation Space for marketing purposes nor shall it place any identifying signs or markings in the area surrounding the Remote Collocation Space or on the grounds of the Remote Site Location.
- 5.3 Birch shall place a plaque or other identification affixed to Birch's equipment to identify Birch's equipment, including a list of emergency contacts with telephone numbers.
- 5.4 Entrance Facilities. Birch may elect to place Birch-owned or Birch-leased fiber entrance facilities into the Remote Collocation Space. BellSouth will designate the point of interconnection at the Remote Site Location housing the Remote Collocation Space, which is physically accessible by both Parties. Birch will provide and place copper cable through conduit from the Remote Collocation Space to the Feeder Distribution Interface to the splice location of sufficient length for splicing by BellSouth. Birch must contact BellSouth for instructions prior to placing the entrance facility cable. Birch is responsible for maintenance of the entrance facilities.
- 5.4.1 Shared Use. Birch may utilize spare capacity on an existing interconnector entrance facility for the purpose of providing an entrance facility to Birch's collocation arrangement within the same BellSouth Remote Site Location. BellSouth shall allow splicing to the entrance facility, provided that the fiber is non-working fiber. The rates set forth in Exhibit C will apply. If Birch desires to allow another telecommunications carrier to use its entrance facilities, additional rates, terms and conditions will apply and shall be negotiated between the Parties.
- 5.5 Demarcation Point. BellSouth will designate the point(s) of demarcation between Birch's equipment and/or network and BellSouth's network. Each Party will be responsible for maintenance and operation of all equipment/facilities on its side of the demarcation point. Birch or its agent must perform all required maintenance to Birch equipment/facilities on its side of the demarcation point, pursuant to Section 5.6, following.
- 5.6 Birch's Equipment and Facilities. Birch, or if required by this Attachment, Birch's Certified Supplier, is solely responsible for the design, engineering, installation, testing, provisioning, performance, monitoring, maintenance and repair of the equipment and facilities used by Birch which must be performed in compliance with all applicable BellSouth policies and guidelines. Such equipment and facilities may include but are not limited to cable(s), equipment, and point of termination connections. Birch and its selected Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564.
- 5.7 BellSouth's Access to Remote Collocation Space. From time to time BellSouth may require access to the Remote Collocation Space. BellSouth retains the right to access the Remote Collocation Space for the purpose of making BellSouth equipment and Remote Site Location modifications.

- 5.8 Access. Pursuant to Section 12, Birch shall have access to the Remote Collocation Space twenty-four (24) hours a day, seven (7) days a week. Birch agrees to provide the name and social security number or date of birth or driver's license number of each employee, supplier, or agents of Birch or Birch's Guests provided with access keys or devices ("Access Keys") prior to the issuance of said Access Keys. Key acknowledgement forms must be signed by Birch and returned to BellSouth Access Management within fifteen (15) calendar days of Birch's receipt. Failure to return properly acknowledged forms will result in the holding of subsequent requests until acknowledgements are current. Access Keys shall not be duplicated under any circumstances. Birch agrees to be responsible for all Access Keys and for the return of all said Access Keys in the possession of Birch's employees, suppliers, Guests, or agents after termination of the employment relationship, contractual obligation with Birch or upon the termination of this Attachment or the termination of occupancy of an individual Remote Site collocation arrangement.
- 5.8.1 BellSouth will permit one accompanied site visit to Birch's designated collocation arrangement location after receipt of the Bona Fide Firm Order (BFFO) without charge to Birch. Birch must submit to BellSouth the completed Access Control Request Form for all employees or agents requiring access to the BellSouth Remote Site Location a minimum of thirty (30) calendar days prior to the date Birch desires access to the Remote Collocation Space. In order to permit reasonable access during construction of the Remote Collocation Space, Birch may submit such a request at any time subsequent to BellSouth's receipt of the BFFO. In the event Birch desires access to the Remote Collocation Space after submitting such a request but prior to access being approved, in addition to the first accompanied free visit, BellSouth shall permit Birch to access the Remote Collocation Space accompanied by a security escort at Birch's expense. Birch must request escorted access at least three (3) business days prior to the date such access is desired.
- 5.9 Lost or Stolen Access Keys. Birch shall notify BellSouth in writing immediately in the case of lost or stolen Access Keys. Should it become necessary for BellSouth to re-key Remote Site Locations or deactivate a card as a result of a lost Access Key(s) or for failure to return an Access Key(s), Birch shall pay for all reasonable costs associated with the re-keying or deactivating the card.
- 5.10 Interference or Impairment. Notwithstanding any other provisions of this Attachment, Birch shall not use any product or service provided under this Agreement, any other service related thereto or used in combination therewith, or place or use any equipment and facilities in any manner that 1) significantly degrades, interferes with or impairs service provided by BellSouth or by any other entity or any person's use of its telecommunications service; 2) endangers or damages the equipment, facilities or other property of BellSouth or of any other entity or person; 3) compromises the privacy of any communications; or 4) creates an unreasonable risk of injury or death to any individual or to the public. If BellSouth reasonably determines that any equipment or

facilities of Birch violates the provisions of this paragraph, BellSouth shall give written notice to Birch, which notice shall direct Birch to cure the violation within forty-eight (48) hours of Birch's actual receipt of written notice or, at a minimum, to commence curative measures within 24 hours and to exercise reasonable diligence to complete such measures as soon as possible thereafter. After receipt of the notice, the Parties agree to consult immediately and, if necessary, to inspect the arrangement.

5.10.1 Except in the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services, if Birch fails to take curative action within 48 hours or if the violation is of a character which poses an immediate and substantial threat of damage to property, injury or death to any person, or any other significant degradation, interference or impairment of BellSouth's or any other entity's service, then and only in that event BellSouth may take such action as it deems appropriate to correct the violation, including without limitation the interruption of electrical power to Birch's equipment. BellSouth will endeavor, but is not required, to provide notice to Birch prior to taking such action and shall have no liability to Birch for any damages arising from such action, except to the extent that such action by BellSouth constitutes willful misconduct.

5.10.2 For purposes of this section, the term significantly degrade shall mean an action that noticeably impairs a service from a user's perspective. In the case of the deployment of an advanced service which significantly degrades the performance of other advanced services or traditional voice band services and Birch fails to take curative action within 48 hours then BellSouth will establish before the relevant Commission that the technology deployment is causing the significant degradation. Any claims of network harm presented to Birch or, if subsequently necessary, the relevant Commission must be supported with specific and verifiable information. Where BellSouth demonstrates that a deployed technology is significantly degrading the performance of other advanced services or traditional voice band services, Birch shall discontinue deployment of that technology and migrate its customers to technologies that will not significantly degrade the performance of other such services. Where the only degraded service itself is a known disturber, and the newly deployed technology satisfies at least one of the criteria for a presumption that is acceptable for deployment under Section 47 C.F.R. 51.230, the degraded service shall not prevail against the newly deployed technology.

5.11 Personalty and its Removal. Facilities and equipment placed by Birch in the Remote Collocation Space shall not become a part of the Remote Site Location, even if nailed, screwed or otherwise fastened to the Remote Collocation Space but shall retain their status as personalty and may be removed by Birch at any time. Any damage caused to the Remote Collocation Space by Birch's employees, agents or representatives shall be promptly repaired by Birch at its expense.

5.11.1 If Birch decides to remove equipment from its Remote Collocation Space and the removal requires no physical changes, BellSouth will bill Birch an Administrative Only

Application Fee as set forth in Exhibit C for these charges. This non-recurring fee will be billed on the date that BellSouth provides an Application Response.

5.12 Alterations. In no case shall Birch or any person acting on behalf of Birch make any rearrangement, modification, improvement, addition, or other alteration which could affect in any way space, power, HVAC, and/or safety considerations to the Remote Collocation Space or the BellSouth Remote Site Location without the written consent of BellSouth, which consent shall not be unreasonably withheld. The cost of any specialized alterations shall be paid by Birch. Any such material rearrangement, modification, improvement, addition, or other alteration shall require an application and Application Fee. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.

5.13 Upkeep of Remote Collocation Space. Birch shall be responsible for the general upkeep and cleaning of the Remote Collocation Space. Birch shall be responsible for removing any Birch debris from the Remote Collocation Space and from in and around the Remote Collocation Site on each visit.

## 6. Ordering and Preparation of Remote Collocation Space

6.1 Should any state or federal regulatory agency impose procedures or intervals applicable to Birch and BellSouth that are different from procedures or intervals set forth in this Section, whether now in effect or that become effective after execution of this Agreement, those procedures or intervals shall supersede the requirements set forth herein for that jurisdiction for all applications submitted for the first time after the effective date thereof

6.2 Initial Application. For Birch or Birch's Guest(s) initial equipment placement, Birch shall submit to BellSouth a Physical Expanded Interconnection Application Document ("Initial Application"). The application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. An application fee will apply which will be billed on the date that BellSouth provides an Application Response.

6.3 Subsequent Application In the event Birch or Birch's Guest(s) desires to modify the use of the Remote Collocation Space after a BFFO, Birch shall complete an application detailing all information regarding the modification to the Remote Collocation Space ("Subsequent Application"). BellSouth shall determine what modifications, if any, to the Remote Site Location are required to accommodate the change requested by Birch in the application. Such necessary modifications to the Remote Site Location may include, but are not limited to floor loading changes, changes necessary to meet HVAC requirements, changes to power plant requirements, equipment additions, etc.

- 6.3.1 Application Fee for Subsequent Application. The application fee paid by Birch for its request to modify the use of the Collocation Space shall be a full Application Fee as set forth in Exhibit C. The Subsequent Application is Bona Fide when it is complete and accurate, meaning that all required fields on the application are completed with the appropriate type of information. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 6.4 Availability of Space. Upon submission of an application, BellSouth will permit Birch to physically collocate, pursuant to the terms of this Attachment, at any BellSouth Remote Site Location, unless BellSouth has determined that there is no space available due to space limitations or that Remote Site Collocation is not practical for technical reasons. In the event space is not immediately available at a Remote Site Location, BellSouth reserves the right to make additional space available, in which case the conditions in Section 7 shall apply, or BellSouth may elect to deny space in accordance with this Section in which case virtual or adjacent collocation options may be available. If the amount of space requested is not available, BellSouth will notify Birch of the amount that is available.
- 6.5 Space Availability Notification.
- 6.5.1 Unless otherwise specified, BellSouth will respond to an application within ten (10) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If the amount of space requested is not available, BellSouth will notify Birch of the amount of space that is available and no Application Fee shall apply. When BellSouth's response includes an amount of space less than that requested by Birch or differently configured, Birch must resubmit its application to reflect the actual space available.
- 6.5.2 BellSouth will respond to a Florida application within fifteen (15) calendar days as to whether space is available or not available within a BellSouth Remote Site Location. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide. If a lesser amount of space than requested is available, BellSouth will provide an Application Response for the amount of space that is available and an Application Fee will be billed by BellSouth on the date that BellSouth provides an Application Response. When BellSouth's Application Response includes an amount of space less than that requested by Birch or differently configured, Birch must amend its application to reflect the actual space available prior to submitting a BFFO.
- 6.5.3 BellSouth will respond to a Louisiana application within ten (10) calendar days for space availability for one (1) to ten (10) applications; fifteen (15) calendar days for eleven (11) to twenty (20) applications; and for more than twenty (20) applications, it is increased by five (5) calendar days for every five additional applications received

within five (5) business days. If the amount of space requested is not available, BellSouth will notify Birch of the amount of space that is available and no Application Fee will apply. When BellSouth's response includes an amount of space less than that requested by Birch or differently configured, Birch must resubmit its application to reflect the actual space available. BellSouth will also respond as to whether the application is Bona Fide and if it is not Bona Fide the items necessary to cause the application to become Bona Fide.

- 6.6 Denial of Application. If BellSouth notifies Birch that no space is available ("Denial of Application"), BellSouth will not assess an Application Fee. After notifying Birch that BellSouth has no available space in the requested Remote Site Location, BellSouth will allow Birch, upon request, to tour the Remote Site Location within ten (10) calendar days of such Denial of Application. In order to schedule said tour within ten (10) calendar days, the request for a tour of the Remote Site Location must be received by BellSouth within five (5) calendar days of the Denial of Application.
- 6.7 Filing of Petition for Waiver. Upon Denial of Application BellSouth will timely file a petition with the Commission pursuant to 47 U.S.C. § 251(c)(6). BellSouth shall provide to the Commission any information requested by that Commission. Such information shall include which space, if any, BellSouth or any of BellSouth's affiliates have reserved for future use and a detailed description of the specific future uses for which the space has been reserved. Subject to an appropriate nondisclosure agreement or provision, BellSouth shall permit Birch to inspect any plans or diagrams that BellSouth provides to the Commission.
- 6.8 Waiting List. On a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. BellSouth will notify the telecommunications carriers on the waiting list that can be accommodated by the amount of space that becomes available according to the position of the telecommunications carriers on said waiting list.
- 6.8.1 In Florida, on a first-come, first-served basis governed by the date of receipt of an application or Letter of Intent, BellSouth will maintain a waiting list of requesting carriers who have either received a Denial of Application or, where it is publicly known that the Remote Site Location is out of space, have submitted a Letter of Intent to collocate. Sixty (60) calendar days prior to space becoming available, if known, BellSouth will notify the Florida PSC and the telecommunications carriers on the waiting list by mail when space becomes available according to the position of telecommunications carrier on said waiting list. If not known sixty (60) calendar days in advance, BellSouth shall notify the Florida PSC and the telecommunications carriers on the waiting list within two business days of the determination that space is available. A telecommunications carrier that, upon denial of physical collocation, requests virtual collocation shall be automatically placed on the waiting list.

- 6.8.2 When space becomes available, Birch must submit an updated, complete, and correct application to BellSouth within thirty (30) calendar days of such notification. If Birch has originally requested caged Remote Collocation Space and cageless Remote Collocation Space becomes available, Birch may refuse such space and notify BellSouth in writing within that time that Birch wants to maintain its place on the waiting list without accepting such space. Birch may accept an amount of space less than its original request by submitting an application as set forth above, and upon request, may maintain its position on the waiting list for the remaining space that was initially requested. If Birch does not submit such an application or notify BellSouth in writing as described above, BellSouth will offer such space to the next telecommunications carrier on the waiting list and remove Birch from the waiting list. Upon request, BellSouth will advise Birch as to its position on the list.
- 6.9 Public Notification. BellSouth will maintain on its Interconnection Services website a notification document that will indicate all Remote Site Locations that are without available space. BellSouth shall update such document within ten (10) calendar days of the date that BellSouth becomes aware that there is insufficient space to accommodate Remote Site Collocation. BellSouth will also post a document on its Interconnection Services website that contains a general notice where space has become available in a Remote Site Location previously on the space exhaust list.
- 6.10 Application Response.
- 6.10.1 In Alabama, when space has been determined to be available, BellSouth will provide an Application Response within thirty (30) calendar days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and any other applicable space preparation fees, described in Section 8.
- 6.10.2 In North Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty-three (23) business days of the receipt of a Bona Fide application, which will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.3 In Tennessee, BellSouth will provide an Application Response within fifteen (15) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee (Cageless and Virtual), and a firm price quote based upon standardized pricing provided that Birch has given BellSouth a forecast of Birch's collocation needs at least ten (10) calendar days prior to submitting an application. If no forecast is provided by Birch the interval for an Application Response will be thirty (30) calendar days.
- 6.10.4 In Florida, within fifteen (15) calendar days of receipt of a Bona Fide application, when space has been determined to be available or when a lesser amount of space than

that requested is available, then with respect to the space available, BellSouth will provide an Application Response including sufficient information to enable Birch to place a Firm Order. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8. When Birch submits ten (10) or more applications within ten (10) calendar days, the initial fifteen (15) day response period will increase by ten (10) calendar days for every additional ten (10) applications or fraction thereof.

- 6.10.5 In Georgia, Kentucky, Mississippi and South Carolina, when space has been determined to be available, BellSouth will provide an Application Response within twenty (20) calendar days of receipt of a Bona Fide application. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.10.6 In Louisiana, when space has been determined to be available, BellSouth will respond with an Application Response within thirty (30) calendar days for one (1) to ten (10) applications; thirty (35) calendar days for eleven (11) to twenty (20) applications; and for requests of more than twenty (20) applications, it is increased by five (5) calendar days for every five (5) applications received within five (5) business days. The Application Response will include, at a minimum, the configuration of the space, the Cable Installation Fee, Cable Records Fee, and the space preparation fees, as described in Section 8.
- 6.11 Application Modifications.
- 6.11.1 If a modification or revision is made to any information in the Bona Fide application prior to a BFFO, with the exception of modifications to Customer Information, Contact Information or Billing Contact Information, either at the request of Birch or necessitated by technical considerations, said application shall be considered a new application and shall be handled as a new application with respect to response and provisioning intervals and BellSouth will charge Birch a full application fee as set forth in Exhibit C. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 6.12 Bona Fide Firm Order.
- 6.12.1 In Kentucky and North Carolina, Birch shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Physical Expanded Interconnection Firm Order document ("Firm Order") to BellSouth. A Firm Order shall be considered Bona Fide when Birch has completed the Application/Inquiry process described in Section 6, preceding, and has submitted the Firm Order document indicating acceptance of the Application Response provided by BellSouth. The BFFO must be received by BellSouth no later than five (5) business



days after BellSouth's Application Response to Birch's Bona Fide application. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Birch's Bona Fide application or the application will expire. If the BFFO is received between the fifth business day and the thirtieth calendar day after the Application Response, then the intervals set forth in 7.1.1 will be extended day for day for each day after the fifth business day the BFFO is received until the application expires.

- 6.12.2 Except as otherwise provided, in all States that have ordered provisioning intervals but not addressed Firm Order intervals, the following shall apply. Birch shall indicate its intent to proceed with equipment installation in a BellSouth Remote Site Location by submitting a Firm Order to BellSouth. The BFFO must be received by BellSouth no later than thirty (30) calendar days after BellSouth's Application Response to Birch's Bona Fide application or the application will expire.
- 6.12.3 BellSouth will establish a firm order date based upon the date BellSouth is in receipt of a BFFO. BellSouth will acknowledge the receipt of Birch's BFFO within seven (7) calendar days of receipt indicating that the BFFO has been received. A BellSouth response to a BFFO will include a Firm Order Confirmation containing the firm order date. No revisions will be made to a BFFO.

## **7. Construction and Provisioning**

### **7.1 Construction and Provisioning Intervals.**

- 7.1.1 In North Carolina, BellSouth will complete construction for collocation arrangements within seventy-six (76) business days from receipt of an application or as agreed to by the Parties. Under extraordinary conditions, BellSouth will complete construction for collocation arrangements within ninety-one (91) business days. Examples of extraordinary conditions include, but are not limited to, extended license or permitting intervals; major BellSouth equipment rearrangement or addition; power plant addition or upgrade; major mechanical addition or upgrade; major upgrade for ADA compliance; environmental hazard or hazardous materials abatement; and arrangements for which equipment shipping intervals are extraordinary in length. In the event Birch submits a forecast as described in the following paragraph three (3) months or more prior to the application date, the above intervals shall apply. In the event Birch submits such a forecast between two (2) months and three (3) months prior to the application date, the above intervals may be extended by one (1) additional month. In the event Birch submits such a forecast less than two (2) months prior to the application date, the above intervals may be extended by sixty (60) calendar days. BellSouth will attempt to meet standard intervals for unforecasted requests and any interval adjustments will be discussed with Birch at the time the application is received. Raw space, which is space lacking the necessary infrastructure to provide Remote Collocation Space including but not limited to HVAC, Power, etc., conversion time frames fall outside the normal intervals and are negotiated on an individual case basis.

Additionally, installations to existing collocation arrangements for line sharing or line splitting, which include adding cable, adding cable and splitter, and adding a splitter, will be forty five (45) business days from receipt of an application.

- 7.1.1.1 To be considered a timely and accurate forecast, Birch must submit to BellSouth the CLEC Remote Site Collocation Forecast Form, as set forth in Exhibit B attached hereto, containing the following information: Central Office/Serving Wire Center CLLI, Remote Site CLLI, number of Caged square feet and/or Cageless bays, number of DS0, DS1, DS3, STS-1, OC-3, OC-12, OC-48, and OC-192 frame terminations, number of fused amps and planned application date.
- 7.1.2 In Florida, BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. For changes to Remote Collocation Space after initial space completion ("Augmentation"), BellSouth will complete construction for collocation arrangements as soon as possible and within a maximum of forty-five (45) calendar days from receipt of a BFFO or as agreed to by the Parties. If BellSouth does not believe that construction will be completed within the relevant time frame and BellSouth and Birch cannot agree upon a completion date, within forty-five (45) calendar days of receipt of the BFFO for an initial request, and within thirty (30) calendar days for Augmentations, BellSouth may seek an extension from the Florida Commission.
- 7.1.3 In Alabama, Georgia, Kentucky, Mississippi and South Carolina, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.4 In Louisiana, BellSouth will complete construction for collocation arrangements under ordinary conditions as soon as possible and within a maximum of ninety (90) calendar days from receipt of a BFFO for an initial request, and within 60 calendar days for an Augmentation, or as agreed to by the Parties. The Parties may mutually agree to renegotiate an alternative provisioning interval or BellSouth may seek a waiver from this interval from the Commission.
- 7.1.5 In Tennessee, BellSouth will complete construction for collocation arrangements under Ordinary Conditions within a maximum of 90 calendar days from receipt of a BFFO, or as agreed to by the Parties. Under extraordinary conditions, BellSouth may elect to renegotiate an alternative provisioning interval with Birch or seek a waiver from this interval from the Commission.
- 7.2 In the event BellSouth does not have space immediately available at a Remote Site Location, BellSouth may elect to make additional space available by, for example but

not limited to, rearranging BellSouth facilities or constructing additional capacity. In such cases, the above intervals shall not apply and BellSouth will provision the Remote Collocation Space in a nondiscriminatory manner and at parity with BellSouth and will provide Birch with the estimated completion date in its Response.

- 7.3 Joint Planning. Joint planning between BellSouth and Birch will commence within a maximum of twenty (20) calendar days from BellSouth's receipt of a BFFO. BellSouth will provide the preliminary design of the Remote Collocation Space and the equipment configuration requirements as reflected in the Bona Fide application and affirmed in the BFFO. The Remote Collocation Space completion time period will be provided to Birch during joint planning.
- 7.4 Permits. Each Party or its agents will diligently pursue filing for the permits required for the scope of work to be performed by that Party or its agents within ten (10) calendar days of the completion of finalized construction designs and specifications.
- 7.5 Acceptance Walk Through. Birch will schedule and complete an acceptance walk through of each Remote Collocation Space with BellSouth within fifteen (15) calendar days of BellSouth's notifying Birch that the Remote Collocation Space is ready for occupancy ("Space Ready Date"). In the event that Birch fails to complete an acceptance walk through within this fifteen (15) day interval, the Remote Collocation Space shall be deemed accepted by Birch. BellSouth will correct any deviations to Birch's original or jointly amended requirements within seven (7) calendar days after the walk through, unless the Parties jointly agree upon a different time frame.
- 7.6 Use of BellSouth Certified Supplier. Birch shall select a supplier which has been approved by BellSouth to perform all engineering and installation work Birch and Birch's BellSouth Certified Supplier must follow and comply with all BellSouth requirements outlined in BellSouth's TR 73503, TR 73519, TR 73572, and TR 73564. In some cases, Birch must select separate BellSouth Certified Suppliers for transmission equipment, switching equipment and power equipment. BellSouth shall provide Birch with a list of BellSouth Certified Suppliers upon request. The BellSouth Certified Supplier(s) shall be responsible for installing Birch's equipment and components, extending power cabling to the BellSouth power distribution frame, performing operational tests after installation is complete, and notifying BellSouth's Outside Plant engineers and Birch upon successful completion of installation. The BellSouth Certified Supplier shall bill Birch directly for all work performed for Birch pursuant to this Attachment, and BellSouth shall have no liability for nor responsibility to pay such charges imposed by the BellSouth Certified Supplier. BellSouth shall consider certifying Birch or any supplier proposed by Birch. All work performed by or for Birch shall conform to generally accepted industry guidelines and standards.
- 7.7 Alarm and Monitoring. BellSouth may place alarms in the Remote Site Location for the protection of BellSouth equipment and facilities. Birch shall be responsible for

placement, monitoring and removal of environmental and equipment alarms used to service Birch's Remote Collocation Space. Upon request, BellSouth will provide Birch with applicable tariffed service(s) to facilitate remote monitoring of collocated equipment by Birch. Both Parties shall use best efforts to notify the other of any verified hazardous conditions known to that Party.

- 7.8 Virtual Remote Site Collocation Relocation. In the event physical Remote Collocation Space was previously denied at a Remote Site Location due to technical reasons or space limitations, and physical Remote Collocation Space has subsequently become available, Birch may relocate its virtual Remote Site collocation arrangements to physical Remote Site collocation arrangements and pay the appropriate fees for physical Remote Site collocation and for the rearrangement or reconfiguration of services terminated in the virtual Remote Site collocation arrangement, as outlined in the appropriate BellSouth tariffs. In the event that BellSouth knows when additional space for physical Remote Site collocation may become available at the location requested by Birch, such information will be provided to Birch in BellSouth's written denial of physical Remote Site collocation. To the extent that (i) physical Remote Collocation Space becomes available to Birch within one hundred eighty 180 calendar days of BellSouth's written denial of Birch's request for physical collocation, (ii) BellSouth had knowledge that the space was going to become available, and (iii) Birch was not informed in the written denial that physical Remote Collocation Space would become available within such one hundred eighty 180 calendar days, then Birch may relocate its virtual Remote Site collocation arrangement to a physical Remote Site collocation arrangement and will receive a credit for any nonrecurring charges previously paid for such virtual Remote Site collocation. Birch must arrange with a BellSouth Certified Supplier for the relocation of equipment from its virtual Remote Collocation Space to its physical Remote Collocation Space and will bear the cost of such relocation.
- 7.8.1 In Alabama, BellSouth will complete a relocation from virtual collocation to physical collocation within ninety (90) calendar days.
- 7.9 Virtual to Physical Conversion (In-Place). Virtual collocation arrangements may be converted to "in-place" physical arrangements if the potential conversion meets the following four criteria: 1) there is no change in the amount of equipment or the configuration of the equipment that was in the virtual collocation arrangement; 2) the conversion of the virtual collocation arrangement will not cause the equipment or the results of that conversion to be located in a space that BellSouth has reserved for its own future needs; 3) the converted arrangement does not limit BellSouth's ability to secure its own equipment and facilities due to the location of the virtual collocation arrangement; and 4) any changes to the arrangement can be accommodated by existing power, HVAC, and other requirements. Unless otherwise specified, BellSouth will complete virtual to in-place physical collocation conversions within sixty (60) calendar days. BellSouth will bill Birch an Administrative Only Application Fee as set forth in

Exhibit C for these charges on the date that BellSouth provides an Application Response.

- 7.9.1 In Alabama and Tennessee, BellSouth will complete Virtual to Physical Conversions (In Place) within thirty (30) calendar days.
- 7.10 Cancellation. If, at any time prior to space acceptance, Birch cancels its order for the Remote Collocation Space(s) ("Cancellation"), BellSouth will bill the applicable non-recurring rate for any and all work processes for which work has begun. In Georgia, if Birch cancels its order for Remote Collocation Space at any time prior to space acceptance, BellSouth will bill Birch for all costs incurred prior to the date of Cancellation and for any costs incurred as a direct result of the Cancellation, not to exceed the total amount that would have been due had the order not been cancelled.
- 7.11 Licenses. Birch, at its own expense, will be solely responsible for obtaining from governmental authorities, and any other appropriate agency, entity, or person, all rights, privileges, and licenses necessary or required to operate as a provider of telecommunications services to the public or to occupy the Remote Collocation Space.
- 7.12 Environmental Hazard Guidelines. The Parties agree to utilize and adhere to the Environmental Hazard Guidelines identified in Exhibit A attached hereto.
8. Rates and Charges
- 8.1 Recurring Charges. Recurring charges begin on the Space Ready Date, or on the date Birch accepts the space, whichever is first.
- 8.2 Application Fee. BellSouth shall assess an Application Fee via a service order, which shall be issued at the time BellSouth responds that space is available pursuant to Section 2. Payment of said Application Fee will be due as dictated by Birch's current billing cycle and is non-refundable.
- 8.2.1 In Tennessee the applicable Application Fee is the Planning Fee for both Initial Applications and Subsequent Applications placed by Birch. BellSouth will bill the non-recurring fee on the date that BellSouth provides an Application Response.
- 8.3 Rack/Bay Space. The rack/bay space charge includes reasonable charges for air conditioning, ventilation and other allocated expenses associated with maintenance of the Remote Site Location, and includes amperage necessary to power Birch's equipment. Birch shall pay rack/bay space charges based upon the number of racks/bays requested. BellSouth will assign Remote Collocation Space in conventional remote site rack/bay lineups where feasible.
- 8.4 Power. BellSouth shall make available -48 Volt (-48V) DC power for Birch's Remote Collocation Space at a BellSouth Power Board or BellSouth Battery

Distribution Fuse Bay (BDFB) at Birch's option within the Remote Site Location. The charge for power shall be assessed as part of the recurring charge for rack/bay space. If the power requirements for Birch's equipment exceeds the capacity available, then such power requirements shall be assessed on an individual case basis.

- 8.4.1 Adjacent Collocation Power. Charges for AC power will be assessed per breaker ampere per month. Rates include the provision of commercial and standby AC power, where available. When obtaining power from a BellSouth service panel, protection devices and power cables must be engineered (sized), and installed by Birch's BellSouth Certified Supplier except that BellSouth shall engineer and install protection devices and power cables for Adjacent Collocation. Birch's BellSouth Certified Supplier must also provide a copy of the engineering power specification prior to the equipment becoming operational. Charges for AC power shall be assessed pursuant to the rates specified in Exhibit C. AC power voltage and phase ratings shall be determined on a per location basis. At Birch's option, Birch may arrange for AC power in an Adjacent Collocation arrangement from a retail provider of electrical power.
- 8.5 Security Escort. A security escort will be required whenever Birch or its approved agent desires access to the Remote Site Location after the one accompanied site visit allowed pursuant to Section 5 prior to completing BellSouth's Security Training requirements. Rates for a security escort are assessed according to the schedule appended hereto as Exhibit C beginning with the scheduled escort time. BellSouth will wait for one-half (1/2) hour after the scheduled time for such an escort and Birch shall pay for such half-hour charges in the event Birch fails to show up.
- 8.6 Other. If no rate is identified in the contract, the rate for the specific service or function will be negotiated by the Parties upon request by either Party.
9. Insurance
- 9.1 Birch shall, at its sole cost and expense, procure, maintain, and keep in force insurance as specified in this Section and underwritten by insurance companies licensed to do business in the states applicable under this Attachment and having a Best's Insurance Rating of A-.
- 9.2 Birch shall maintain the following specific coverage:
- 9.2.1 Commercial General Liability coverage in the amount of ten million dollars (\$10,000,000.00) or a combination of Commercial General Liability and Excess/Umbrella coverage totaling not less than ten million dollars (\$10,000,000.00). BellSouth shall be named as an Additional Insured on the Commercial General Liability policy as specified herein.

- 9.2.2 Statutory Workers Compensation coverage and Employers Liability coverage in the amount of one hundred thousand dollars (\$100,000.00) each accident, one hundred thousand dollars (\$100,000.00) each employee by disease, and five hundred thousand dollars (\$500,000.00) policy limit by disease.
- 9.2.3 All Risk Property coverage on a full replacement cost basis insuring all of Birch's real and personal property situated on or within BellSouth's Remote Site Location.
- 9.2.4 Birch may elect to purchase business interruption and contingent business interruption insurance, having been advised that BellSouth assumes no liability for loss of profit or revenues should an interruption of service occur.
- 9.3 The limits set forth in Section 9.2 above may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days notice to Birch to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.
- 9.4 All policies purchased by Birch shall be deemed to be primary and not contributing to or in excess of any similar coverage purchased by BellSouth. All insurance must be in effect on or before the date equipment is delivered to BellSouth's Remote Site Location and shall remain in effect for the term of this Attachment or until all of Birch's property has been removed from BellSouth's Remote Site Location, whichever period is longer. If Birch fails to maintain required coverage, BellSouth may pay the premiums thereon and seek reimbursement of same from Birch.
- 9.5 Birch shall submit certificates of insurance reflecting the coverage required pursuant to this Section a minimum of ten (10) business days prior to the commencement of any work in the Remote Collocation Space. Failure to meet this interval may result in construction and equipment installation delays. Birch shall arrange for BellSouth to receive thirty (30) business days' advance notice of cancellation from Birch's insurance company. Birch shall forward a certificate of insurance and notice of cancellation/non-renewal to BellSouth at the following address:
- BellSouth Telecommunications, Inc.  
Attn.: Risk Management Coordinator  
17H53 BellSouth Center  
675 W. Peachtree Street  
Atlanta, Georgia 30375
- 9.6 Birch must conform to recommendations made by BellSouth's fire insurance company to the extent BellSouth has agreed to, or shall hereafter agree to, such recommendations.
- 9.7 Self-Insurance. If Birch's net worth exceeds five hundred million dollars (\$500,000,000), Birch may elect to request self-insurance status in lieu of obtaining

any of the insurance required in Sections 9.2.1 and 9.2.2. Birch shall provide audited financial statements to BellSouth thirty (30) calendar days prior to the commencement of any work in the Remote Collocation Space. BellSouth shall then review such audited financial statements and respond in writing to Birch in the event that self-insurance status is not granted to Birch. If BellSouth approves Birch for self-insurance, Birch shall annually furnish to BellSouth, and keep current, evidence of such net worth that is attested to by one of Birch's corporate officers. The ability to self-insure shall continue so long as Birch meets all of the requirements of this Section. If Birch subsequently no longer satisfies this Section, Birch is required to purchase insurance as indicated by Sections 9.2.1 and Section 9.2.2.

- 9.8 The net worth requirements set forth in Section 9.7 may be increased by BellSouth from time to time during the term of this Attachment upon thirty (30) calendar days' notice to Birch to at least such minimum limits as shall then be customary with respect to comparable occupancy of BellSouth structures.

- 9.9 Failure to comply with the provisions of this Section will be deemed a material breach of this Attachment.

**10. Mechanics Liens**

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

**11. Inspections**

- 11.1 BellSouth may conduct an inspection of Birch's equipment and facilities in the Remote Collocation Space(s) prior to the activation of facilities between Birch's equipment and equipment of BellSouth. BellSouth may conduct an inspection if Birch adds equipment and may otherwise conduct routine inspections at reasonable intervals mutually agreed upon by the Parties. BellSouth shall provide Birch with a minimum of forty-eight (48) hours or two (2) business days, whichever is greater, advance notice of all such inspections. All costs of such inspection shall be borne by BellSouth.



**12. Security and Safety Requirements**

- 12.1 Unless otherwise specified, Birch will be required, at its own expense, to conduct a statewide investigation of criminal history records for each Birch employee hired in the past five years being considered for work on the BellSouth Remote Site Location, for the states/counties where the Birch employee has worked and lived for the past five years. Where state law does not permit statewide collection or reporting, an investigation of the applicable counties is acceptable. Birch shall not be required to perform this investigation if an affiliated company of Birch has performed an investigation of the Birch employee seeking access, if such investigation meets the criteria set forth above. This requirement will not apply if Birch has performed a pre-employment statewide investigation of criminal history records of the Birch employee for the states/counties where the Birch employee has worked and lived for the past five years or, where state law does not permit a statewide investigation, an investigation of the applicable counties.
- 12.2 Birch will be required to administer to their personnel assigned to the BellSouth Premises security training either provided by BellSouth, or meeting criteria defined by BellSouth.
- 12.3 Birch shall provide its employees and agents with picture identification, which must be worn, and visible at all times while in the Remote Collocation Space or other areas in or around the Remote Site Location. The photo Identification card shall bear, at a minimum, the employee's name and photo, and Birch's name. BellSouth reserves the right to remove from its Remote Site Location any employee of Birch not possessing identification issued by Birch or who have violated any of BellSouth's policies as outlined in the CLEC Security Training documents. Birch shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth Remote Site Location. Birch shall be solely responsible for ensuring that any Guest of Birch is in compliance with all subsections of this Section 12.
- 12.4 Birch shall not assign to the BellSouth Remote Site Location any personnel with records of felony criminal convictions. Birch shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions, except for misdemeanor traffic violations, without advising BellSouth of the nature and gravity of the offense(s). BellSouth reserves the right to refuse access to any Birch personnel who have been identified to have misdemeanor criminal convictions. Notwithstanding the foregoing, in the event that Birch chooses not to advise BellSouth of the nature and gravity of any misdemeanor conviction, Birch may, in the alternative, certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions (other than misdemeanor traffic violations).
- 12.4.1 Birch shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former employee of BellSouth and whose employment with BellSouth was

terminated for a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.

- 12.4.2 Birch shall not knowingly assign to the BellSouth Remote Site Location any individual who was a former supplier of BellSouth and whose access to a BellSouth Remote Site Location was revoked due to commission of a criminal offense whether or not BellSouth sought prosecution of the individual for the criminal offense.
- 12.5 For each Birch employee or agent hired by Birch within five years of being considered for work on the BellSouth Remote Site Location, who requires access to a BellSouth Remote Site Location pursuant to this Attachment, Birch shall furnish BellSouth, prior to an employee gaining such access, a certification that the aforementioned background check and security training were completed. The certification will contain a statement that no felony convictions were found and certifying that the security training was completed by the employee. If the employee's criminal history includes misdemeanor convictions, Birch will disclose the nature of the convictions to BellSouth at that time. In the alternative, Birch may certify to BellSouth that it shall not assign to the BellSouth Remote Site Location any personnel with records of misdemeanor convictions other than misdemeanor traffic violations.
- 12.5.1 For all other Birch employees requiring access to a BellSouth Remote Site Location pursuant to this Attachment, Birch shall furnish BellSouth, prior to an employee gaining such access, a certification that the employee is not subject to the requirements of Section 12.5 above and that security training was completed by the employee.
- 12.6 At BellSouth's request, Birch shall promptly remove from BellSouth's Remote Site Location any employee of Birch BellSouth does not wish to grant access to its Remote Site Location 1) pursuant to any investigation conducted by BellSouth or 2) prior to the initiation of an investigation if an employee of Birch is found interfering with the property or personnel of BellSouth or another collocated telecommunications carrier, provided that an investigation shall promptly be commenced by BellSouth.
- 12.7 Notification to BellSouth. BellSouth reserves the right to interview Birch's employees, agents, or suppliers in the event of wrongdoing in or around BellSouth's property or involving BellSouth's or another telecommunications carrier's property or personnel, provided that BellSouth shall provide reasonable notice to Birch's Security contact of such interview. Birch and its suppliers shall reasonably cooperate with BellSouth's investigation into allegations of wrongdoing or criminal conduct committed by, witnessed by, or involving Birch's employees, agents, or suppliers. Additionally, BellSouth reserves the right to bill Birch for all reasonable costs associated with investigations involving its employees, agents, or suppliers if it is established and mutually agreed in good faith that Birch's employees, agents, or suppliers are responsible for the alleged act. BellSouth shall bill Birch for BellSouth property, which is stolen or damaged where an investigation determines the culpability of Birch's employees, agents, or suppliers and where Birch agrees, in good faith, with

the results of such investigation. Birch shall notify BellSouth in writing immediately in the event that the Birch discovers one of its employees already working on the BellSouth Remote Site Location is a possible security risk. Upon request of the other Party, the Party who is the employer shall discipline consistent with its employment practices, up to and including removal from BellSouth's Remote Site Location, any employee found to have violated the security and safety requirements of this section. Birch shall hold BellSouth harmless for any damages resulting from such removal of its personnel from BellSouth's Remote Site Location.

- 12.8 Use of Supplies. Unauthorized use of telecommunications equipment or supplies by either Party, whether or not used routinely to provide telephone service (e.g. plug-in cards,) will be strictly prohibited and handled appropriately. Costs associated with such unauthorized use may be charged to the offending Party, as may be all associated investigative costs.
- 12.9 Use of Official Lines. Except for non-toll calls necessary in the performance of their work, neither Party shall use the telephones of the other Party on the BellSouth Remote Site Location. Charges for unauthorized telephone calls may be charged to the offending Party, as may be all associated investigative costs.
- 12.10 Accountability. Full compliance with the Security requirements of this Section shall in no way limit the accountability of either Party to the other for the improper actions of its employees.

**13. Destruction of Remote Collocation Space**

- 13.1 In the event a Remote Collocation Space is wholly or partially damaged by fire, windstorm, tornado, flood or by similar causes to such an extent as to be rendered wholly unsuitable for Birch's permitted use hereunder, then either Party may elect within ten (10) calendar days after such damage, to terminate this Attachment with respect to the affected Remote Collocation Space, and if either Party shall so elect, by giving the other written notice of termination, both Parties shall stand released of and from further liability under the terms hereof with respect to such Remote Collocation Space. If the Remote Collocation Space shall suffer only minor damage and shall not be rendered wholly unsuitable for Birch's permitted use, or is damaged and the option to terminate is not exercised by either Party, BellSouth covenants and agrees to proceed promptly without expense to Birch, except for improvements not the property of BellSouth, to repair the damage. BellSouth shall have a reasonable time within which to rebuild or make any repairs, and such rebuilding and repairing shall be subject to delays caused by storms, shortages of labor and materials, government regulations, strikes, walkouts, and causes beyond the control of BellSouth, which causes shall not be construed as limiting factors, but as exemplary only. Birch may, at its own expense, accelerate the rebuild of its Remote Collocation Space and equipment provided however that a BellSouth Certified Supplier is used and the necessary space

preparation has been completed. Rebuild of equipment must be performed by a BellSouth Certified Vendor. If Birch's acceleration of the project increases the cost of the project, then those additional charges will be incurred by Birch. Where allowed and where practical, Birch may erect a temporary facility while BellSouth rebuilds or makes repairs. In all cases where the Remote Collocation Space shall be rebuilt or repaired, Birch shall be entitled to an equitable abatement of rent and other charges, depending upon the unsuitability of the Remote Collocation Space for Birch's permitted use, until such Remote Collocation Space is fully repaired and restored and Birch's equipment installed therein (but in no event later than thirty (30) calendar days after the Remote Collocation Space is fully repaired and restored). Where Birch has placed a Remote Site Adjacent Arrangement pursuant to Section 3, Birch shall have the sole responsibility to repair or replace said Remote Site Adjacent Arrangement provided herein. Pursuant to this Section, BellSouth will restore the associated services to the Remote Site Adjacent Arrangement.

**14. Eminent Domain**

- 14.1 If the whole of a Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken by any public authority under the power of eminent domain, then this Attachment shall terminate with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement as of the day possession shall be taken by such public authority and rent and other charges for the Remote Collocation Space or Remote Site Adjacent Arrangement shall be paid up to that day with proportionate refund by BellSouth of such rent and charges as may have been paid in advance for a period subsequent to the date of the taking. If any part of the Remote Collocation Space or Remote Site Adjacent Arrangement shall be taken under eminent domain, BellSouth and Birch shall each have the right to terminate this Attachment with respect to such Remote Collocation Space or Remote Site Adjacent Arrangement and declare the same null and void, by written notice of such intention to the other Party within ten (10) calendar days after such taking.

**15. Nonexclusivity**

- 15.1 Birch understands that this Attachment is not exclusive and that BellSouth may enter into similar agreements with other Parties. Assignment of space pursuant to all such agreements shall be determined by space availability and made on a first come, first served basis.

## ENVIRONMENTAL AND SAFETY PRINCIPLES

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

### 1. GENERAL PRINCIPLES

- 1.1 Compliance with Applicable Law. BellSouth and Birch agree to comply with applicable federal, state, and local environmental and safety laws and regulations including U.S. Environmental Protection Agency (USEPA) regulations issued under the Clean Air Act (CAA), Clean Water Act (CWA), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), the Toxic Substances Control Act (TSCA), and OSHA regulations issued under the Occupational Safety and Health Act of 1970, as amended and NFPA and National Electrical Codes (NEC) and the NESC ("Applicable Laws"). Each Party shall notify the other if compliance inspections are conducted by regulatory agencies and/or citations are issued that relate to any aspect of this Attachment.
- 1.2 Notice. BellSouth and Birch shall provide notice to the other, including Material Safety Data Sheets (MSDSs), of known and recognized physical hazards or Hazardous Chemicals existing on site or brought on site. A Hazardous Chemical inventory list is posted on an OSHA Poster and updated annually at each Central Office. This Poster is normally located near the front entrance of the building or in the lounge area. Each Party is required to provide specific notice for known potential Imminent Danger conditions. Birch should contact 1-800-743-6737 for any BellSouth MSDS required.
- 1.3 Practices/Procedures. BellSouth may make available additional environmental control procedures for Birch to follow when working at a BellSouth Remote Site Location (See Section 2, below). These practices/procedures will represent the regular work practices required to be followed by the employees and suppliers of BellSouth for environmental protection. Birch will require its suppliers, agents and others accessing the BellSouth Remote Site Location to comply with these practices. Section 2 lists the Environmental categories where BST practices should be followed by Birch when operating in the BellSouth Remote Site Location.
- 1.4 Environmental and Safety Inspections. BellSouth reserves the right to inspect the Birch space with proper notification. BellSouth reserves the right to stop any Birch work operation that imposes Imminent Danger to the environment, employees or other persons in the area or Remote Site Location.
- 1.5 Hazardous Materials Brought On Site. Any hazardous materials brought into, used, stored or abandoned at the BellSouth Remote Site Location by Birch are owned by

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Birch. Birch will indemnify BellSouth for claims, lawsuits or damages to persons or property caused by these materials. Without prior written BellSouth approval, no substantial new safety or environmental hazards can be created by Birch or different hazardous materials used by Birch at the BellSouth Remote Site Location. Birch must demonstrate adequate emergency response capabilities for its materials used or remaining at the BellSouth Remote Site Location.

- 1.6 Spills and Releases. When contamination is discovered at a BellSouth Remote Site Location, the Party discovering the condition must notify BellSouth. All Spills or Releases of regulated materials will immediately be reported by Birch to BellSouth.
- 1.7 Coordinated Environmental Plans and Permits. BellSouth and Birch will coordinate plans, permits or information required to be submitted to government agencies, such as emergency response plans, spill prevention control and countermeasures (SPCC) plans and community reporting. If fees are associated with filing, BellSouth and Birch will develop a cost sharing procedure. If BellSouth's permit or EPA identification number must be used, Birch must comply with all of BellSouth's permit conditions and environmental processes, including environmental "best management practices (BMP)" (see Section 2, below) and/or selection of BST disposition vendors and disposal sites.
- 1.8 Environmental and Safety Indemnification. BellSouth and Birch shall indemnify, defend and hold harmless the other Party from and against any claims (including, without limitation, third-party claims for personal injury or death or real or personal property damage), judgments, damages, (including direct and indirect damages, and punitive damages), penalties, fines, forfeitures, costs, liabilities, interest and losses arising in connection with the violation or alleged violation of any Applicable Law or contractual obligation or the presence or alleged presence of contamination arising out of the acts or omissions of the indemnifying Party, its agents, suppliers, or employees concerning its operations at the Remote Site Location.

## **2. CATEGORIES FOR CONSIDERATION OF ENVIRONMENTAL ISSUES**

- 2.1 When performing functions that fall under the following Environmental categories on BellSouth's Remote Site Location, Birch agrees to comply with the applicable sections of the current issue of BellSouth's Environmental and Safety Methods and Procedures (M&Ps), incorporated herein by this reference. Birch further agrees to cooperate with BellSouth to ensure that Birch's employees, agents, and/or suppliers are knowledgeable of and satisfy those provisions of BellSouth's Environmental M&Ps which apply to the specific Environmental function being performed by Birch, its employees, agents and/or suppliers.
  - 2.1.1 The most current version of reference documentation must be requested from Birch's BellSouth Account Team Collocation Coordinator (ATCC) Representative.

ENVIRONMENTAL CATEGORIES	ENVIRONMENTAL ISSUES	ADDRESSED BY THE FOLLOWING DOCUMENTATION
Disposal of hazardous material or other regulated material (e.g., batteries, fluorescent tubes, solvents & cleaning materials)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
Emergency response	Hazmat/waste release/spill fire safety emergency	<ul style="list-style-type: none"> <li>• Fact Sheet Series 1700</li> <li>• Building Emergency Operations Plan (EOP) (specific to and located on Remote Site Location)</li> </ul>
Contract labor/outsourcing for services with environmental implications to be performed on BellSouth Remote Site Location (e.g., disposition of hazardous material/waste; maintenance of storage tanks)	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Performance of services in accordance with BST's environmental M&amp;Ps</p> <p>Insurance</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Std T&amp;C 450-B</li> <li>• (Contact ATCC Representative for copy of appropriate E/S M&amp;Ps.)</li> <li>• Std T&amp;C 660</li> </ul>
Transportation of hazardous material	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet Series 17000</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
<p>Maintenance/operations work which may produce a waste</p> <p>Other maintenance work</p>	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Protection of BST employees and equipment</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• 29CFR 1910.147 (OSHA Standard)</li> <li>• 29CFR 1910 Subpart O</li> </ul>

		(OSHA Standard)
Janitorial services	<p>All waste removal and disposal must conform to all applicable federal, state and local regulations</p> <p>All Hazardous Material and Waste</p> <p>Asbestos notification and protection of employees and equipment</p>	<ul style="list-style-type: none"> <li>• –Procurement Manager (CRES Related Matters)-BST Supply Chain Services</li> <li>• Fact Sheet Series 17000</li> <li>• GU-BTEN-001BT, Chapter 3</li> <li>• BSP 010-170-001BS (Hazcom)</li> </ul>
Manhole cleaning	<p>Compliance with all applicable local, state, &amp; federal laws and regulations</p> <p>Pollution liability insurance</p> <p>EVET approval of supplier</p>	<ul style="list-style-type: none"> <li>• Std T&amp;C 450</li> <li>• Fact Sheet 14050</li> <li>• BSP 620-145-011PR Issue A, August 1996</li> <li>• Std T&amp;C 660-3</li> <li>• Approved Environmental Vendor List (Contact ATCC Representative)</li> </ul>
Removing or disturbing building materials that may contain asbestos	Asbestos work practices	<ul style="list-style-type: none"> <li>• GU-BTEN-001BT, Chapter 3</li> </ul> <p>For questions regarding removing or disturbing materials that contain asbestos, call the BellSouth Building Service Center: AL, MS, TN, KY &amp; LA (local area code) 557-6194 FL, GA, NC &amp; SC (local area code) 780-2740</p>

### 3. DEFINITIONS

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

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

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hazard.

Hazardous Waste. As defined in section 1004 of RCRA.

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

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

#### 4. ACRONYMS

ATCC – Account Team Collocation Coordinator

BST – BellSouth Telecommunications

CRES – Corporate Real Estate and Services (formerly PS&M)

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

E/S – Environmental/Safety

EVET - Environmental Vendor Evaluation Team

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

NESC - National Electrical Safety Codes

P&SM - Property & Services Management

Std T&C - Standard Terms & Conditions

### THREE-MONTH CLEC REMOTE SITE COLLOCATION FORECAST

CLEC NAME \_\_\_\_\_ DATE \_\_\_\_\_

STATE	CLEC	GLBL	# Bays	# OF 25 Pair Bundles Groups Available	Entrance Facilities # Of Sheaths & P Or Fibers	Proposed Application Date	NOTES

Note: Forecast information will be used for no other purpose than collocation planning.

Attachment 7 – Billing and Billing Accuracy Certification

- 1.8 Deposit Policy. Birch shall complete the BellSouth Credit Profile and provide information to BellSouth regarding credit worthiness. Based on the results of the credit analysis, BellSouth reserves the right to secure the account with a suitable form of security deposit. Such security deposit shall take the form of cash, an Irrevocable Letter of Credit (BellSouth form), Surety Bond (BellSouth form) or, in BellSouth's sole discretion, some other form of security. Any such security deposit shall in no way release Birch from its obligation to make complete and timely payments of its bill. Birch shall pay any applicable deposits prior to the inauguration of service. If, in the sole opinion of BellSouth, circumstances so warrant and/or gross monthly billing has increased beyond the level initially used to determine the level of security deposit, BellSouth reserves the right to request additional security and/or file a Uniform Commercial Code (UCC-1) security interest in Birch's "accounts receivables and proceeds." Interest on a security deposit, if provided in cash, shall accrue and be paid in accordance with the terms in the appropriate BellSouth tariff. Security deposits collected under this Section shall not exceed two months' estimated billing. In the event Birch fails to remit to BellSouth any deposit requested pursuant to this Section, service to Birch may be terminated, and any security deposits will be applied to Birch's account(s). In the event that Birch defaults on its account, service to Birch will be terminated in accordance with Section 1.7 of this Attachment, and any security deposit held will be applied to its account.

In determining whether a security deposit is required, BellSouth will review Birch's Dun & Bradstreet rating and report details, Birch's payment history with BellSouth and payment history with others as available; the number of years Birch has been in business; Birch's management history and managers' length of service with Birch; liens, suits and judgments against Birch; UCC-1 filings against Birch's assets; and to the extent available, Birch's financial information. Upon the conclusion of this review, if BellSouth continues to insist on additional security, at Birch's written request, BellSouth will provide an explanation in writing to Birch justifying the decision for additional deposit.

## **ATTACHMENT 9**

### **PERFORMANCE MEASUREMENTS**

## PERFORMANCE MEASUREMENTS

Upon a particular Commission's issuance of an Order pertaining to Performance Measurements in a proceeding expressly applicable to all CLECs generally, BellSouth shall implement in that state such Performance Measurements as of the date specified by the Commission. Performance Measurements that have been Ordered, docket numbers listed below, in a particular state can currently be accessed via the internet at <https://pmap.bellsouth.com>. At the request of the Tennessee Regulatory Authority (TRA), the following Regional Service Quality Measurements (SQM) plan is being included as the performance measurements currently in place for the state of Tennessee. At such time that the TRA issues an Order pertaining to Performance Measurements, such Performance Measurements shall supersede the Regional SQM contained in the Agreement.

### Performance Measurement Docket Numbers:

Alabama – 25835; Florida – 000121; Georgia – 7892-U; Kentucky – 2001-105; Louisiana – U-22252-C; Mississippi – 97-AD-321; North Carolina – P-100, Sub 133k; South Carolina – 2001-209-C and Tennessee – 01-00193

# **BellSouth Service Quality Measurement Plan (SQM)**

**Region Performance Metrics**

**Measurement Descriptions  
Version 0.06**

**Issue Date: June 4, 2002**

## Introduction

The BellSouth Service Quality Measurement Plan (SQM) describes in detail the measurements produced to evaluate the quality of service delivered to BellSouth's customers both wholesale and retail. The SQM was developed to respond to the requirements of the Communications Act of 1996 Section 251 (96 Act) which required BellSouth to provide non-discriminatory access to Competitive Local Exchange Carriers (CLEC)<sup>1</sup> and its Retail Customers. The reports produced by the SQM provide regulators, CLECs and BellSouth the information necessary to monitor the delivery of non-discriminatory access.

This plan results from the many divergent forces evolving from the 96 Act. The 96 Act, the Georgia Public Service Commission (GPSC) Order (Docket 7892-U 12/30/97), LCUG 1-7.0, the FCC's NPRM (CC Docket 98-56 RM9101 04/17/98), the Louisiana Public Service Commission (LPSC) Order (Docket U-22252 Subdocket C 04/19/98), numerous arbitration cases, LPSC sponsored collaborative workshops (10/98-02/00), and proceedings in Alabama, Mississippi, and North Carolina have and continue to influence the SQM.

The SQM and the reports flowing from it must change to reflect the dynamic requirements of the industry. New measurements are added as new products, systems, and processes are developed and fielded. New products and services are added as the markets for them develop and the processes stabilize. The measurements are also changed to reflect changes in systems, correct errors, and respond to both 3<sup>rd</sup> Party audit requirements and Commission requirements.

This document is intended for use by someone with knowledge of telecommunications industry, information technologies and a functional knowledge of the subject areas covered by the BellSouth Performance Measurements and the reports that flow from them.

Once it is approved, the most current copy of this document can be found on the web at URL: <https://pmap.bellsouth.com> in the Documentation Downloads folder.

## Report Publication Dates

Each month, preliminary SQM reports will be posted to BellSouth's SQM web site (<https://www.pmap.bellsouth.com>) by 8:00 A.M. EST on the 21st day of each month or the first business day after the 21st. Final validated SQM reports will be posted by 8:00 A.M. on the last day of the month. Reports not posted by this time will be considered late for SEEM payment purposes. SEEM reports will be posted on the 15th of the following month. Payments due will also be paid on the 15th of the following month. For instance: May data will be posted in preliminary SQM reports on June 21. Final validated SQM reports will be posted on the last day of June. Final validated SEEM reports will be posted and payments mailed on July 15th. In the event the 15th falls on a weekend or holiday, reports and payments will be posted/made the next business day.

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<sup>1</sup> *Alternative Local Exchange Companies (ALEC) and Competing Local Providers<sup>2</sup> (CLP) are referred to as Competitive Local Exchange Carriers (CLEC) in this document.*

## Report Delivery Methods

CLEC SQM and SEEM reports will be considered delivered when posted to the web site. Commissions will be given access to the web site. In addition, a copy of the Monthly State Summary reports will be filed with the appropriate Commissions as soon as possible after the last day of each month.

**Document Number: RGN-V005-122101**



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## Section 1: Operations Support Systems (OSS)

### OSS-1: Average Response Time and Response Interval (Pre-Ordering/Ordering)

#### Definition

Average response time and response intervals are the average times and number of requests responded to within certain intervals for accessing legacy data associated with appointment scheduling, service & feature availability, address verification, request for Telephone numbers (TNs), and Customer Service Records (CSRs).

#### Exclusions

None

#### Business Rules

The average response time for retrieving pre-order/order information from a given legacy system is determined by summing the response times for all requests submitted to the legacy systems during the reporting period and dividing by the total number of legacy system requests for that month.

The response interval starts when the client application (LENS or TAG for CLECs and RNS or ROS for BellSouth) submits a request to the legacy system and ends when the appropriate response is returned to the client application. The number of accesses to the legacy systems during the reporting period which take less than 2.3 seconds, the number of accesses which take more than 6 seconds, and the number which are less than or equal to 6.3 seconds are also captured.

#### Calculation

**Response Time** = (a - b)

- a = Date & Time of Legacy Response
- b = Date & Time of Legacy Request

**Average Response Time** = c / d

- c = Sum of Response Times
- d = Number of Legacy Requests During the Reporting Period

#### Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

#### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract (per reporting dimension)</li> <li>• Response Interval</li> <li>• Regional Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract (per reporting dimension)</li> <li>• Response Interval</li> <li>• Regional Scope</li> </ul>

#### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• <b>RSAG – Address</b> (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.</li> <li>• <b>RSAG – TN</b> (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address.</li> </ul>	

<p>CLECs and BellSouth query this legacy system.</p> <ul style="list-style-type: none"> <li>• <b>ATLAS</b> (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.</li> <li>• <b>COFFI</b> (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.</li> <li>• <b>DSAP</b> (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.</li> <li>• <b>HAL/CRIS</b> (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system.</li> <li>• <b>P/SIMS</b> (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.</li> <li>• <b>OASIS</b> (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.</li> </ul>	
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Table 1: Legacy System Access Times For RNS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. Sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSACCTS	CSR	x	x	x	x	x
OASIS	OASISCAR	Feature/Service	x	x	x	x	x
OASIS	OASISLPC	Feature/Service	x	x	x	x	x
OASIS	OASISMTN	Feature/Service	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 2: Legacy System Access Times For R0S

System	Contract	Data	< 2.3 sec.	> 6 sec.	<= 6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSOCRS	CSR	x	x	x	x	x
OASIS	OASISBIG	Feature/Service	x	x	x	x	x

Table 3: Legacy System Access Times For LENS

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
HAL	HAL/CRIS	CSR	x	x	x	x	x
COFFI	COFFI/USOC	Feature/Service	x	x	x	x	x
P/SIMS	PSIMS/ORB	Feature/Service	x	x	x	x	x

Table 4: Legacy System Access Times For TAG

System	Contract	Data	< 2.3 sec.	> 6 sec.	<6.3 sec.	Avg. sec.	# of Calls
RSAG	RSAG-TN	Address	x	x	x	x	x
RSAG	RSAG-ADDR	Address	x	x	x	x	x
ATLAS	ATLAS-TN	TN	x	x	x	x	x
ATLAS	ATLAS-MLH	TN	x	x	x	x	x
ATLAS	ATLAS-DID	TN	x	x	x	x	x
DSAP	DSAP	Schedule	x	x	x	x	x
CRIS	CRSECSRL	CSR	x	x	x	x	x
CRIS	CRSECSR	CSR	x	x	x	x	x

## SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

Note: CLEC specific data is not available in this measure. Queries of this sort do not have company specific signatures.

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• <b>RSAG – Address</b> (Regional Street Address Guide-Address) – stores street address information used to validate customer addresses. CLECs and BellSouth query this legacy system.</li> <li>• <b>RSAG – TN</b> (Regional Street Address Guide-Telephone number) – contains information about facilities available and telephone numbers working at a given address. CLECs and BellSouth query this legacy system.</li> <li>• <b>ATLAS</b> (Application for Telephone Number Load Administration and Selection) – acts as a warehouse for storing telephone numbers that are available for assignment by the system. It enables CLECs and BellSouth service reps to select and reserve telephone numbers. CLECs and BellSouth query this legacy system.</li> <li>• <b>COFFI</b> (Central Office Feature File Interface) – stores information about product and service offerings and availability. CLECs query this legacy system.</li> <li>• <b>DSAP</b> (DOE Support Application) – provides due date information. CLECs and BellSouth query this legacy system.</li> <li>• <b>HAL/CRIS</b> (Hands-Off Assignment Logic/Customer Record Information System) – a system used to access the</li> </ul>	<ul style="list-style-type: none"> <li>• Percent Response Received within 6.3 seconds: &gt; 95%</li> <li>• Parity + 2 seconds</li> </ul>

<p>Business Office Customer Record Information System (BOCRIS). It allows BellSouth servers, including LENS, access to legacy systems. CLECs query this legacy system.</p> <ul style="list-style-type: none"> <li>• <b>P/SIMS</b> (Product/Services Inventory Management system) – provides information on capacity, tariffs, inventory and service availability. CLECs query this legacy system.</li> <li>• <b>OASIS</b> (Obtain Available Services Information Systems) – Information on feature and rate availability. BellSouth queries this legacy system.</li> </ul>	
--	--

**SEEM OSS Legacy Systems**

System	BellSouth	CLEC
<b>Telephone Number/Address</b>		
RSAG-ADDR	RNS, ROS	TAG, LENS
RSAG-TN	RNS, ROS	TAG, LENS
ATLAS	RNS,ROS	TAG, LENS
<b>Appointment Scheduling</b>		
DSAP	RNS, ROS	TAG, LENS
<b>CSR Data</b>		
CRSACCTS	RNS	
CRSOCSR	ROS	
HAL/CRIS		LENS
CRSECSRL		TAG
CRSECSR		TAG
<b>Service/Feature Availability</b>		
OASISBIG	RNS, ROS	
PSIMS/ORB		LENS

## OSS-2: Interface Availability (Pre-Ordering/Ordering)

### Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for pre-ordering and ordering. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: ([www.interconnection.bellsouth.com/oss/oss\\_hour.html](http://www.interconnection.bellsouth.com/oss/oss_hour.html))

### Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

### Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of pre-ordering and ordering systems.

### Calculation

**Interface Availability (Pre-Ordering/Ordering) = (a / b) X 100**

- a = Functional Availability
- b = Scheduled Availability

### Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract Type (per reporting dimension)</li> <li>• Regional Scope</li> <li>• Hours of Downtime</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Legacy Contract Type (per reporting dimension)</li> <li>• Regional Scope</li> <li>• Hours of Downtime</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• >= 99.5%



## OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
TAG	CLEC	x
LENS	CLEC	x
LEO	CLEC	x
LESOG	CLEC	x
LNP Gateway	CLEC	x
COG	CLEC	Under Development
SOG	CLEC	Under Development
DOM	CLEC	Under Development
DOE	CLEC/BellSouth	x
SONGS	CLEC/BellSouth	x
ATLAS/COFFI	CLEC/BellSouth	x
BOCRIS	CLEC/BellSouth	x
DSAP	CLEC/BellSouth	x
RSAG	CLEC/BellSouth	x
SOCS	CLEC/BellSouth	x
CRIS	CLEC/BellSouth	x

## SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

## SEEM OSS Interface Availability

Application	Applicable to	% Availability
EDI	CLEC	x
HAL	CLEC	x
LENS	CLEC	x
LEO Mainframe	CLEC	x
LESOG	CLEC	x
PSIMS	CLEC	x
TAG	CLEC	x

## OSS-3: Interface Availability (Maintenance & Repair)

### Definition

Percent of time applications are functionally available as compared to scheduled availability. Calculations are based upon availability of applications and interfacing applications utilized by CLECs for maintenance and repair. "Functional Availability" is defined as the number of hours in the reporting period that the applications/interfaces are available to users. "Scheduled Availability" is defined as the number of hours in the reporting period that the applications/interfaces are scheduled to be available.

Scheduled availability is posted on the Interconnection web site: ([www.interconnection.bellsouth.com/oss/oss\\_hour.html](http://www.interconnection.bellsouth.com/oss/oss_hour.html))

### Exclusions

- CLEC-impacting troubles caused by factors outside of BellSouth's purview, e.g., troubles in customer equipment, troubles in networks owned by telecommunications companies other than BellSouth, etc.
- Degraded service, e.g., slow response time, loss of non-critical functionality, etc.

### Business Rules

This measurement captures the functional availability of applications/interfaces as a percentage of scheduled availability for the same systems. Only full outages are included in the calculations for this measure. Full outages are defined as occurrences of either of the following:

- Application/interfacing application is down or totally inoperative.
- Application is totally inoperative for customers attempting to access or use the application. This includes transport outages when they may be directly associated with a specific application.

Comparison to an internal benchmark provides a vehicle for determining whether or not CLECs and retail BST entities are given comparable opportunities for use of maintenance and repair systems.

### Calculation

**OSS Interface Availability**  $(a / b) \times 100$

- a = Functional Availability
- b = Scheduled Availability

### Report Structure

- Not CLEC Specific
- Not Product/Service Specific
- Regional Level

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Availability of CLEC TAFI</li> <li>• Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPDM</li> <li>• ECTA</li> </ul>	<ul style="list-style-type: none"> <li>• Availability of BellSouth TAFI</li> <li>• Availability of LMOS HOST, MARCH, SOCS, CRIS, PREDICTOR, LNP and OSPDM</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• $\geq 99.5\%$

## OSS Interface Availability (M&amp;R)

OSS Interface	% Availability
BST TAFI	x
CLEC TAFI	x
CLEC ECTA	x
<b>BellSouth &amp; CLEC</b>	x
CRIS	x
LMOS HOST	x
LNP	x
MARCH	x
OSPCM	x
PREDICTOR	x
SOCS	x

## SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Regional Level	• >= 99.5%

## OSS Interface Availability (M&amp;R)

OSS Interface	% Availability
CLEC TAFI	x
CLEC ECTA	x

## OSS-4: Response Interval (Maintenance & Repair)

### Definition

The response intervals are determined by subtracting the time a request is received on the BellSouth side of the interface from the time the response is received from the legacy system. Percentages of requests falling into each interval category are reported, along with the actual number of requests falling into those categories.

### Exclusions

None

### Business Rules

This measure is designed to monitor the time required for the CLEC and BellSouth interface system to obtain from BellSouth's legacy systems the information required to handle maintenance and repair functions. The clock starts on the date and time when the request is received on the BellSouth side of the interface and the clock stops when the response has been transmitted through that same point to the requester.

**Note:** The OSS Response Interval BellSouth Total Report is a combination of BellSouth Residence and Business Total.

### Calculation

**OSS Response Interval** = (a - b)

- a = Query Response Date and Time
- b = Query Request Date and Time

**Percent Response Interval** (per category) = (c / d) X 100

- c = Number of Response Intervals in category "X"
- d = Number of Queries Submitted in the Reporting Period

where, "X" is <= 4, > 4 <= 10, <= 10, > 10, or > 30 seconds.

### Report Structure

- Not CLEC Specific
- Not product/service specific
- Regional Level

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• CLEC Transaction Intervals	• BellSouth Business and Residential Transactions Intervals

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Regional Level	• Parity

## Legacy System Access Times for M&amp;R

System	BellSouth & CLEC	Count				
		<= 4	> 4 <= 10	<= 10	> 10	> 30
CRIS	x	x	x	x	x	x
DLETH	x	x	x	x	x	x
DLR	x	x	x	x	x	x
LMOS	x	x	x	x	x	x
LMOSupd	x	x	x	x	x	x
LNP	x	x	x	x	x	x
MARCH	x	x	x	x	x	x
OSPCM	x	x	x	x	x	x
Predictor	x	x	x	x	x	x
SOCS	x	x	x	x	x	x
NIW	x	x	x	x	x	x

## SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## PO-1: Loop Makeup - Response Time – Manual

### Definition

This report measures the average interval and percent within the interval from the submission of a Manual Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

### Exclusions

- Inquiries, which are submitted electronically.
- Designated Holidays are excluded from the interval calculation.
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation.
- Canceled Inquiries.

### Business Rules

The CLEC Manual Loop Makeup Service Inquiry (LMUSI) process includes inquiries submitted via mail or FAX to BellSouth's Complex Resale Support Group (CRSG).

This measurement combines three intervals:

1. From receipt of the Service Inquiry for Loop Makeup to hand off to the Service Advocacy Center (SAC) for "Look-up."
2. From SAC start date to SAC complete date.
3. From SAC complete date to date the Complex Resale Support Group (CRSG) distributes loop makeup information back to the CLEC.

The "Receive Date" is defined as the date the Manual LMUSI is received by the CRSG. It is counted as day Zero. LMU "Return Date" is defined as the date the LMU information is sent back to the CLEC from BellSouth. The interval calculation is reset to Zero when a CLEC initiated change occurs on the Manual LMU request.

**Note:** The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC.

### Calculation

**Response Interval** = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

**Average Interval** = (c / d)

- c = Sum of all Response Intervals
- d = Total Number of LMUSIs received within the reporting period

**Percent within interval** = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

**Report Structure**

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for manual LMUs:
  - 0 - <= 1 day
  - >1 - <= 2 days
  - >2 - <= 3 days
  - 0 - <= 3 days
  - >3 - <= 6 days
  - >6 - <= 10 days
  - > 10 days
- Average Interval in days

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Inquiries</li> <li>• SI Intervals</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Loops</li> </ul>	Benchmark <ul style="list-style-type: none"> <li>• 95% &lt;= 3 Business Days</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Loops</li> </ul>	Benchmark <ul style="list-style-type: none"> <li>• 95% &lt;= 3 Business Days</li> </ul>

## PO-2: Loop Make Up - Response Time - Electronic

### Definition

This report measures the average interval and the percent within the interval from the electronic submission of a Loop Makeup Service Inquiry (LMUSI) to the distribution of Loop Makeup information back to the CLEC.

### Exclusions

- Manually submitted inquiries.
- Designated Holidays are excluded from the interval calculation.
- Canceled Requests.
- Scheduled OSS Maintenance.

### Business Rules

The response interval starts when the CLEC's Mechanized Loop Makeup Service Inquiry (LMUSI) is submitted electronically through the Operational Support Systems interface, LENS, TAG or RoboTAG. It ends when BellSouth's Loop Facility Assignment and Control System (LFACS) responds electronically to the CLEC with the requested Loop Makeup data via LENS, TAG or RoboTAG Interfaces.

**Note:** The Loop Make Up Service Inquiry Form does not require the CLEC to furnish the type of Loop. The CLEC determines whether the loop makeup will support the type of service they wish to order or not and qualifies the loop. If the loop makeup will support the service, a firm order LSR is submitted by the CLEC. EDI is not a pre-ordering system, and, therefore, is not applicable in this measure.

### Calculation

**Response Interval** = (a - b)

- a = Date and Time LMUSI returned to CLEC
- b = Date and Time the LMUSI is received

**Average Interval** = (c / d)

- c = Sum of all response intervals
- d = Total Number of LMUSIs received within the reporting period

**Percent within interval** = (e / f) X 100

- e = Total LMUSIs received within the interval
- f = Total Number of LMUSIs processed within the reporting period

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Interval for electronic LMUs:
  - 0 - <= 1 minute
  - >1 - <= 5 minutes
  - 0 - <= 5 minutes
  - > 5 - <= 8 minutes
  - > 8 - <= 15 minutes
  - > 15 minutes
- Average Interval in minutes

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Report Month	• Not Applicable



- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Legacy Contract</li><li>• Response Interval</li><li>• Regional Scope</li></ul> |  |
|--|--|

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Loops	Benchmark <ul style="list-style-type: none"><li>• 90% &lt;= 5 Minutes (05/01/01)</li><li>• 95% &lt;= 1 Minute (08/01/01)</li></ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Loop	<ul style="list-style-type: none"><li>• 90% &lt;= 5 Minutes (05/01/01)</li><li>• 95% &lt;= 1 Minute (08/01/01)</li></ul>

## Section 2: Ordering

### O-1: Acknowledgement Message Timeliness

#### Definition

This measurement provides the response interval from the time an LSR or transmission (may contain multiple LSRs from one or more CLECs in multiple states) is electronically submitted via EDI or TAG respectively until an acknowledgement notice is sent by the system.

#### Exclusions

- Scheduled OSS Maintenance

#### Business Rules

The process includes EDI & TAG system functional acknowledgements for all messages/Local Service Requests (LSRs) which are electronically submitted by the CLEC. Users of EDI may package many LSRs into one transmission which will receive the acknowledgement message. EDI users may place multiple LSRs in one "envelope" requesting service in one or more states which will mask the identity of the state and CLEC. The start time is the receipt time of the message at BellSouth's side of the interface (gateway). The end time is when the acknowledgement is transmitted by BellSouth at BellSouth's side of the interface (gateway). If more than one CLEC uses the same ordering center (aggregator), an Acknowledgement Message will be returned to the "Aggregator". However, BellSouth will not be able to determine which specific CLEC or state this message represented.

#### Calculation

**Response Interval** = (a - b)

- a = Date and Time Acknowledgement Notices returned to CLEC
- b = Date and Time messages/LSRs electronically submitted by the CLEC via EDI or TAG respectively

**Average Response Interval** = (c / d)

- c = Sum of all Response Intervals.
- d = Total number of electronically submitted messages/LSRs received, from CLECs via EDI or TAG respectively, in the Reporting Period.

#### Reporting Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region
- Electronically Submitted LSRs
  - 0 - <= 10 minutes
  - >10 - <= 20 minutes
  - >20 - <= 30 minutes
  - 0 - <= 30 minutes
  - >30 - <= 45 minutes
  - >45 - <= 60 minutes
  - >60 - <= 120 minutes
  - >120 minutes
- Average interval for electronically submitted messages/LSRs in minutes

#### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record of Functional Acknowledgements</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• EDI	• EDI
	- 90% <= 30 minutes (05/01/01)
	- 95% <= 30 minutes (08/01/01)
• TAG	• TAG - 95% <= 30 minutes

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• EDI	• EDI
	- 90% <= 30 minutes (05/01/01)
	- 95% <= 30 minutes (08/01/01)
• TAG	• TAG - 95% <= 30 minutes

## O-2: Acknowledgement Message Completeness

### Definition

This measurement provides the percent of transmissions/LSRs received via EDI or TAG respectively, which are acknowledged electronically.

### Exclusions

- Manually submitted LSRs
- Scheduled OSS Maintenance

### Business Rules

EDI and TAG send Functional Acknowledgements for all transmissions/LSRs, which are electronically submitted by a CLEC. Users of EDI may package many LSRs from multiple states in one transmission. If more than one CLEC uses the same ordering center, an Acknowledgement Message will be returned to the "Aggregator", however, BellSouth will not be able to determine which specific CLEC this message represented. The Acknowledgement Message is returned prior to the determination of whether the transmission/LSR will be partially mechanized or fully mechanized.

### Calculation

**Acknowledgement Completeness** = (a / b) X 100

- a = Total number of Functional Acknowledgements returned in the reporting period for transmissions/LSRs electronically submitted by EDI or TAG respectively
- b = Total number of electronically submitted transmissions/LSRs received in the reporting period by EDI or TAG respectively

### Report Structure

- CLEC Aggregate
- CLEC Specific/Aggregator
- Geographic Scope
  - Region

**Note:** The Order calls for Mechanized, Partially Mechanized, and Totally Mechanized, however, the Acknowledgement message is generated before the system recognizes whether this electronic transmission will be partially or fully mechanized.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record of Functional Acknowledgements</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• EDI</li> <li>• TAG</li> </ul>	<ul style="list-style-type: none"> <li>• Benchmark: 100%</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• EDI</li> <li>• TAG</li> </ul>	<ul style="list-style-type: none"> <li>• Benchmark: 100%</li> </ul>

## O-3: Percent Flow-Through Service Requests (Summary)

### Definition

The percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual intervention.

### Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and two types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

#### Definitions:

**Fatal Rejects:** Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

**Auto-Clarification:** Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

**Manual Fallout:** Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- |   |  |
|---|--|
| 1. Complex*   | 8. Denials-restore and conversion, or disconnect and conversion orders   |
| 2. Special pricing plans  | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations                                      | 10. Low volume such as activity type "T" (move)                          |
| 4. New telephone number not yet posted to BOCRIS                | 11. More than 25 business lines, or more than 15 loops                   |
| 5. Pending order review required                                | 12. Transfer of calls option for the CLEC end users                      |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Indentations and Captions)                       |
| 7. Expedites (requested by the CLEC)                            |  |

\*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

**Total System Fallout:** Errors that require manual review by the LCSC to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

**Z Status:** LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

### Calculation

$$\text{Percent Flow Through} = a / [b - (c + d + e + f)] \times 100$$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

**Percent Achieved Flow Through** =  $a / [b - (c + d + e)] \times 100$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

### Report Structure

- CLEC Aggregate
- Region

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> <li>- TAG</li> <li>- EDI</li> <li>- LENS</li> </ul> </li> <li>• Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> <li>- Fatal Rejects</li> <li>- Auto Clarification</li> <li>- CLEC Caused System Fallout</li> </ul> </li> <li>• Total Number of Errors by Error Code</li> <li>• Total Fallout for Manual Processing</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Errors By Type <ul style="list-style-type: none"> <li>- BellSouth System Error</li> </ul> </li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark <sup>2</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

### SEEM Measure

SEEM Measure		
Yes	Tier I	
	Tier II	X

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark <sup>3</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>2</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

<sup>3</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

## O-4: Percent Flow-Through Service Requests (Detail)

### Definition

A detailed list, by CLEC, of the percentage of Local Service Requests (LSR) and LNP Local Service Requests (LNP LSRs) submitted electronically via the CLEC mechanized ordering process that flow through and reach a status for a FOC to be issued, without manual or human intervention.

### Exclusions

- Fatal Rejects
- Auto Clarification
- Manual Fallout
- CLEC System Fallout
- Scheduled OSS Maintenance

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued, without manual intervention. These LSRs can be divided into two classes of service: Business and Residence, and three types of service: Resale, and Unbundled Network Elements (UNE). The CLEC mechanized ordering process does not include LSRs, which are submitted manually (for example, fax and courier) or are not designed to flow through (for example, Manual Fallout.)

#### Definitions:

**Fatal Rejects:** Errors that prevent an LSR, submitted electronically by the CLEC, from being processed further. When an LSR is submitted by a CLEC, LEO/LNP Gateway will perform edit checks to ensure the data received is correctly formatted and complete. For example, if the PON field contains an invalid character, LEO/LNP Gateway will reject the LSR and the CLEC will receive a Fatal Reject.

**Auto-Clarification:** Clarifications that occur due to invalid data within the LSR. LESOG/LAUTO will perform data validity checks to ensure the data within the LSR is correct and valid. For example, if the address on the LSR is not valid according to RSAG, or if the LNP is not available for the NPA NXXX requested, the CLEC will receive an Auto-Clarification.

**Manual Fallout:** Planned Fallout that occur by design. Certain LSRs are designed to fallout of the Mechanized Order Process due to their complexity. These LSRs are manually processed by the LCSC. When a CLEC submits an LSR, LESOG/LAUTO will determine if the LSR should be forwarded to LCSC for manual handling. Following are the categories for Manual Fallout:

- |   |  |
|---|--|
| 1. Complex*   | 8. Denials-restore and conversion, or disconnect and conversion orders   |
| 2. Special pricing plans  | 9. Class of service invalid in certain states with some types of service |
| 3. Some Partial migrations                                      | 10. Low volume such as activity type "T" (move)                          |
| 4. New telephone number not yet posted to BOCRIS                | 11. More than 25 business lines, or more than 15 loops                   |
| 5. Pending order review required                                | 12. Transfer of calls option for the CLEC end users                      |
| 6. CSR inaccuracies such as invalid or missing CSR data in CRIS | 13. Directory Listings (Intentions and Captions)                         |
| 7. Expedites (requested by the CLEC)                            |  |

\*See LSR Flow-Through Matrix following O-6 for a list of services, including complex services, and whether LSRs issued for the services are eligible to flow through.

**Total System Fallout:** Errors that require manual review by the LSCS to determine if the error is caused by the CLEC, or is due to BellSouth system functionality. If it is determined the error is caused by the CLEC, the LSR will be sent back to the CLEC for clarification. If it is determined the error is BellSouth caused, the LCSC representative will correct the error, and the LSR will continue to be processed.

**Z Status:** LSRs that receive a supplemental LSR submission prior to final disposition of the original LSR.

### Calculation

$$\text{Percent Flow Through} = a / [b - (c + d + e + f)] \times 100$$

- a = The total number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that fall out for manual processing
- d = the number of LSRs that are returned to the CLEC for clarification
- e = the number of LSRs that contain errors made by CLECs
- f = the number of LSRs that receive a Z status

$$\text{Percent Achieved Flow Through} = a / [b - (c + d + e)] \times 100$$

- a = the number of LSRs that flow through LESOG/LAUTO and reach a status for a FOC to be issued
- b = the number of LSRs passed from LEO/LNP Gateway to LESOG/LAUTO
- c = the number of LSRs that are returned to the CLEC for clarification
- d = the number of LSRs that contain errors made by CLECs
- e = the number of LSRs that receive Z status

## Report Structure

Provides the flow through percentage for each CLEC (by alias designation) submitting LSRs through the CLEC mechanized ordering process. The report provides the following:

- CLEC (by alias designation)
- Number of fatal rejects
- Mechanized interface used
- Total mechanized LSRs
- Total manual fallout
- Number of auto clarifications returned to CLEC
- Number of validated LSRs
- Number of BellSouth caused fallout
- Number of CLEC caused fallout
- Number of Service Orders Issued
- Base calculation
- CLEC error excluded calculation

## Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of LSRs Received, by Interface, by CLEC <ul style="list-style-type: none"> <li>- TAG</li> <li>- EDI</li> <li>- LENS</li> </ul> </li> <li>• Total Number of Errors by Type, by CLEC <ul style="list-style-type: none"> <li>- Fatal Rejects</li> <li>- Auto Clarification</li> <li>- CLEC Errors</li> </ul> </li> <li>• Total Number of Errors by Error Code</li> <li>• Total Fallout for Manual Processing</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Errors by Type <ul style="list-style-type: none"> <li>- Bellsouth System Error</li> </ul> </li> </ul>

## SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark <sup>4</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>4</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."



## SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark <sup>5</sup>
• Residence	• Benchmark: 95%
• Business	• Benchmark: 90%
• UNE	• Benchmark: 85%
• LNP	• Benchmark: 85%

<sup>5</sup> Benchmarks do not apply to the "Percent Achieved Flow Through."

## O-5: Flow-Through Error Analysis

### Definition

An analysis of each error type (by error code) that was experienced by the LSRs that did not flow through or reached a status for a FOC to be issued.

### Exclusions

Each Error Analysis is error code specific, therefore exclusions are not applicable.

### Business Rules

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

### Calculation

Total for each error type.

### Report Structure

Provides an analysis of each error type (by error code). The report is in descending order by count of each error code and provides the following:

- Error Type (by error code)
- Count of each error type
- Percent of each error type
- Cumulative percent
- Error Description
- CLEC Caused Count of each error code
- Percent of aggregate by CLEC caused count
- Percent of CLEC caused count
- BellSouth Caused Count of each error code
- Percent of aggregate by BellSouth caused count
- Percent of BellSouth by BellSouth caused count

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of LSRs Received</li> <li>• Total Number of Errors by Type (by error code)</li> <li>- CLEC Caused Error</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Errors by Type (by error code)</li> <li>- BellSouth System Error</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

### SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

**O-6: CLEC LSR Information****Definition**

A list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period.

**Exclusions**

- Fatal Rejects
- LSRs submitted manually

**Business Rules**

The CLEC mechanized ordering process includes all LSRs, including supplements (subsequent versions) which are submitted through one of the three gateway interfaces (TAG, EDI, and LENS), that flow through and reach a status for a FOC to be issued. The CLEC mechanized ordering process does not include LSRs which are submitted manually (for example, fax and courier).

**Calculation**

Not Applicable

**Report Structure**

Provides a list with the flow through activity of LSRs by CC, PON and Ver, issued by each CLEC during the report period with an explanation of the of the columns and content. This report is available on a CLEC specific basis. The report provides the following for each LSR.

- CC
- PON
- Ver
- Timestamp
- Type
- Err #
- Note or Error Description

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Record of LSRs Received by CC, PON and Ver</li> <li>• Record of Timestamp, Type, Err # and Note or Error Description for each LSR by CC, PON and Ver</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Not Applicable	• Not Applicable

**SEEM Measure**

SEEM Measure	
No	Tier I
	Tier II

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## LSR Flow Through Matrix

Product	Product Type	Reqtype	ACT Type	F/T <sup>3</sup>	Complex Service	Complex Order	Planned Fallout For Manual Handling <sup>1</sup>	EDI	TAG <sup>2</sup>	LEN <sup>4</sup>
2 wire analog DID trunk port	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire analog port	U	A	N,T	No	UNE	No	Yes	Y	Y	N
2 wire ISDN digital line	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
2 wire ISDN digital loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
3 Way Calling	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
4 wire analog voice grade loop	U,C	A	N,T	Yes	UNE	Yes	No	Y	Y	N
4 wire DSO & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire DS1 & PRI digital loop	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
4 wire ISDN DSI digital trunk ports	U,C	A	N,T	No	UNE	Yes	NA	N	N	N
Accupulse	C	E	N,C,T,V,W	No	Yes	Yes	NA	N	N	N
ADSL	R,B,C	E	V,W	No	UNE	No	No	Y	Y	N
Area Plus	R,B	E,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Basic Rate ISDN	U,C	A	N,T	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	C, D,T,V,W	No	Yes	Yes	Yes	Y	Y	N
Basic Rate ISDN 2 Wire	C	E	N,T	No	Yes	Yes	N/A	N	N	N
Basic Rate ISDN 2 Wire UNE P	C	M	N,C,D,V	No	YES	Yes	N/A	N	N	N
Analog Data/Private Line	C	E	N, C, T, V, W, D, P, Q	No	Yes	Yes	N/A	N	N	N
Call Block	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Forwarding	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Return	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Selector	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Tracing	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Call Waiting Deluxe	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
Caller ID	R,B	E,B,M	N,C,T,V,W	Yes	No	No	No	Y	Y	Y
CENTREX	C	P	V,P	No	Yes	Yes	NA	N	N	N
DID ACT W	C	N	W	No	Yes	Yes	Yes	Y	Y	Y
Digital Data Transport	U	E	N,C,T,V,W	No	UNE	Yes	NA	N	N	N
Directory Listing Indentions	B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	No	Yes	Y	Y	Y
Directory Listings Captions	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	No	No	Yes	Yes	Y	Y	Y
Directory Listings (simple)	R,B,U	B,C,E,F, J,M,N	N,C,T,R,V,W,P,Q	Yes	No	No	No	Y	Y	Y
DS3	U	A,M	N,C,V	No	UNE	Yes	NA	N	N	N
DS1 Loop	U	A,M	N,C,V	Yes	UNE	Yes	No	Y	Y	N
DSO Loop	U	A, B	N,C,D,T,V	Yes	UNE	Yes	No	Y	Y	N
Enhanced Caller ID	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
ESSX	C	P	C,D,T,V,S,B,W,L, P,Q	No	Yes	Yes	NA	N	N	N
Flat Rate/Business	B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Flat Rate/Residence	R	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
FLEXSERV	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Frame Relay	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
FX	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Ga. Community Calling	R,B	E, M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
HDSL	U	A	N,C,D	Yes	UNE	No	No	Y	Y	N
Hunting MLH	R,B	E, M	C,D,N,T,V,W	No	C/S4	C/S	Yes	Y	Y	N
Hunting Series Completion	R,B	E, M	C,D,N,T,V,W	Yes	C/S	C/S	No	Y	Y	Y
INP to LNP Conversion	U	C	C	No	UNE	Yes	Yes	Y	Y	N

# Region Performance Metrics

## Exhibit 6 Ordering

Product	Product Type	Reqtype	ACT Type	F/T <sup>3</sup>	Complex Service	Complex Order	Planned Fallout For Manual Handling <sup>1</sup>	EDI	TAG <sup>2</sup>	LEN <sup>4</sup>
LightGate	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Line Sharing	U	A	C,D	Yes	UNE	No	No	Y	Y	Y
Local Number Portability	U	C	C,D,P,V,Q	Yes	UNE	Yes	No	Y	Y	N
LNP With Complex Listing	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
LNP with Partial Migration	U	C	D,P,V,Q	No	UNE	Yes	Yes	Y	Y	N
LNP with Complex Services	C	C	P,V,Q,W	No	UNE	Yes	Yes	Y	Y	N
Loop+LNP	U	B	D,P,V,Q	Yes	UNE	No	No	Y	Y	N
Loop+LNP	U	B	C,D,N,V	Yes	UNE	No	No	Y	Y	N
Measured Rate/Bus	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Measured Rate/Res	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Megalink	C	E	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Megalink-T1	C	E,M	N,V,W,T,D,C,P,Q	No	Yes	Yes	NA	N	N	N
Memory Call	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Memory Call Ans. Svc.	R,B	E,M	C,D,N,T,V,W	Yes	No	No	No	Y	Y	Y
Multiserv	C	P	N,C,D,T,V,S,B, W,L,P,Q	No	Yes	Yes	NA	N	N	N
Native Mode LAN Interconnection (NMLI)	C	E	N,C,D,V,W	No	Yes	Yes	NA	N	N	N
Off-Prem Stations	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Optional Calling Plan	R,B	E,M	N	Yes	No	No	No	Y	Y	Y
Package/Complete Choice and Area Plus	R,B	E,M	N,T,C,V,W	Yes	No	No	No	Y	Y	Y
Pathlink Primary Rate ISDN	C	E	N,C,D,T,V,W,P,Q	No	Yes	Yes	NA	N	N	N
Pay Phone Provider	B	E	C,D,T,N,V,W	No	No	No	NA	N	N	N
PBX Standalone Port	C	F	N,C,D	No	Yes	Yes	Yes	Y	Y	N
PBX Trunks	R,B	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	Yes	Y	Y	N
Port/Loop PBX	U	M	A,C,D,V	No	No	No	Yes	Y	Y	N
Port/Loop Simple	U	M	A,C,D,V	Yes	No	No	Yes	Y	Y	Y
Preferred Call Forward	R,B,U	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
RCF Basic	R,B	E	N,D,W,T,F	Yes	No	No	No	Y	Y	Y
Remote Access to CF	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Repeat Dialing	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Ringmaster	R,B	E,M	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Smartpath	R,B	E	C,D,T,N,V,W	No	Yes	Yes	NA	N	N	N
SmartRING	C	E	N,D,C,V,W	No	Yes	Yes	NA	N	N	N
Speed Calling	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Synchronet	C	E	N	Yes	Yes	Yes	Yes	Y	Y	N
Tie Lines	C	E	N,C,D,V,W,T,P,Q	No	Yes	Yes	NA	N	N	N
Touchtone	R,B	E	C,D,T,N,V,W	Yes	No	No	No	Y	Y	Y
Unbundled Loop-Analog 2W, SL1, SL2	U	A,B	C,D,T,N,V,W	Yes	UNE	No	No	Y	Y	Y
WATS	R,B	E	W,D	No	Yes	Yes	NA	N	N	N
XDSL	C,U	A,B	N,T,C,V,D	Yes	UNE	No	No	Y	Y	N
XDSL Extended LOOP	C,U	A,B	N,T,C,V,D	No	UNE	Yes	NA	N	N	N
Collect Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
900 Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
3rd Party Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
Three Way Call Block	R,B	E	N,T,C,V,W,D	Yes	No	No	No	Y	Y	Y
PIC/LPIC Change	R,B	E	T,C,V	Yes	No	No	No	Y	Y	Y
PIC/LPIC Freeze	R,B	E	N,T,C,V	Yes	No	No	No	Y	Y	Y

Note<sup>1</sup>: Planned Fallout for Manual Handling denotes those services that are electronically submitted and are not intended to flow through due to the complexity of the service.

**Note<sup>2</sup>:** The TAG column includes those LSRs submitted via Robo TAG.

**Note<sup>3</sup>:** For all services that indicate 'No' for flow-through, the following reasons, in addition to errors or complex services, also prompt manual handling: Expedites from CLECs, special pricing plans, denials restore and conversion or disconnect and conversion both required, partial migrations (although conversions-as-is flow through for issue 9), class of service invalid in certain states with some TOS e.g. government, or cannot be changed when changing main TN on C activity, low volume e.g. activity type T=move, pending order review required, more than 25 business lines, CSR inaccuracies such as invalid or missing CSR data in CRIS, Directory listings – Indentions, Directory listings – Captions, transfer of calls option for CLEC end user – new TN not yet posted to BOCRIS. Many are unique to the CLEC environment.

**Note<sup>4</sup>:** Services with C/S in the Complex Service and/or the Complex Order columns can be either complex or simple.

**Note<sup>5</sup>:** EELs are manually ordered.

**Note<sup>6</sup>:** LSRs submitted for Resale Products and Services for which there is a temporary promotion or discount plan will be processed identically to those LSRs ordering the same Products or Services without a promotion or discount plan.

## O-7: Percent Rejected Service Requests

### Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) received which are rejected due to error or omission. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

### Exclusions

- Service Requests canceled by the CLEC prior to being rejected/clarified.
- Scheduled OSS Maintenance

### Business Rules

**Fully Mechanized:** An LSR is considered "rejected" when it is submitted electronically but does not pass LEO edit checks in the ordering systems (EDI, LENS, TAG, LEO, LESOG) and is returned to the CLEC without manual intervention. There are two types of "Rejects" in the Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are either not populated or incorrectly populated and the request is returned to the CLEC before it is considered a valid LSR.

*Fatal rejects are reported in a separate column, and for informational purposes ONLY. Fatal rejects are excluded from the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.*

An **Auto Clarification** occurs when a valid LSR is electronically submitted but rejected from LESOG because it does not pass further edit checks for order accuracy.

**Partially Mechanized:** A valid LSR, which is electronically submitted (via EDI, LENS, TAG) but cannot be processed electronically and "falls out" for manual handling. It is then put into "clarification" and sent back (rejected) to the CLEC.

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs electronically submitted by the CLEC.

**Non-Mechanized:** LSRs which are faxed or mailed to the LCSC for processing and "clarified" (rejected) back to the CLEC by the BellSouth service representative.

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Interconnection Purchasing Center (IPC). Trunk data is reported separately.

### Calculation

**Percent Rejected Service Requests** =  $(a / b) \times 100$

- a = Total Number of Rejected Service Requests in the Reporting Period
- b = Total Number of Service Requests Received in the Reporting Period

### Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Product Specific Percent Rejected
- Total Percent Rejected

## Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of LSRs</li> <li>• Total Number of Rejects</li> <li>• State and Region</li> <li>• Total Number of ASRs (Trunks)</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

## SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
Mechanized, Partially Mechanized and Non-Mechanized <ul style="list-style-type: none"> <li>• Resale - Residence</li> <li>• Resale - Business</li> <li>• Resale - Design (Special)</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Loop + Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loop</li> <li>• UNE Other Design</li> <li>• UNE Other Non-Design</li> <li>• Local Interoffice Transport</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

## SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable



## O-8: Reject Interval

### Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is submitted by the CLEC and passes edit checks to insure the data received is correctly formatted and complete.

### Exclusions

- Service Requests canceled by CLEC prior to being rejected/clarified
  - Designated Holidays are excluded from the interval calculation
  - LSRs which are identified and classified as "Projects"
  - The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:
    - Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM  
From 7:00 PM Saturday until 7:00 AM Monday
    - Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM  
From 6:00 PM Friday until 8:00 AM Monday.
- The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.
- The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.
- In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.
- Scheduled OSS Maintenance

### Business Rules

**Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is rejected (date and time stamp or reject in EDI, TAG or LENS). Auto Clarifications are considered in the Fully Mechanized category.

**Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until it falls out for manual handling. The stop time on partially mechanized LSRs is when the LCSC Service Representative clarifies the LSR back to the CLEC via LENS, EDI, or TAG.

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.

**Non-Mechanized:** The elapsed time from receipt of a valid LSR (date and time stamp of FAX or date and time mailed LSR is received in the LCSC) until notice of the reject (clarification) is returned to the CLEC via LON.

**Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately. All interconnection trunks are counted in the non-mechanized category.

### Calculation

**Reject Interval = (a - b)**

- a = Date and Time of Service Request Rejection
- b = Date and Time of Service Request Receipt

**Average Reject Interval = (c / d)**

- c = Sum of all Reject Intervals
- d = Number of Service Requests Rejected in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- Geographic Scope

- State
- Region
- Mechanized:
  - 0 - <= 4 minutes
  - >4 - <= 8 minutes
  - >8 - <= 12 minutes
  - >12 - <= 60 minutes
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 hours
- Partially Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - >24 hours
- Non-mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - 0 - <= 24 hours
  - > 24 hours
- Trunks:
  - <= 4 days
  - >4 - <= 8 days
  - >8 - <= 12 days
  - >12 - <= 14 days
  - >14 - <= 20 days
  - >20 days

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects • State and Region • Total Number of ASRs (Trunks)	• Not Applicable

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale - Residence • Resale - Business • Resale - Design (Special) • Resale PBX • Resale Centrex	• Mechanized: - 97% <= 1 Hour • Partially Mechanized: - 85% <= 24 hours - 85% <= 18 Hours (05/01/01)

<ul style="list-style-type: none"> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Loop + Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loops</li> <li>• UNE Other Non-Design</li> <li>• Local Interoffice Transport</li> <li>• UNE Other Design</li> </ul>	<ul style="list-style-type: none"> <li>• - 85% &lt;= 10 Hours (08/01/01)</li> <li>• Non-Mechanized: - 85% &lt;= 24 hours</li> </ul>
• Local Interconnection Trunks	• Trunks: - 85% <= 4 Days

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 97% <= 1 Hour
• Partially Mechanized	<ul style="list-style-type: none"> <li>• 85% &lt;= 24 Hours</li> <li>• 85% &lt;= 18 Hours (05/01/01)</li> <li>• 85% &lt;= 10 Hours (08/01/01)</li> </ul>
• Non-Mechanized	• 85% <= 24 Hours

## O-9: Firm Order Confirmation Timeliness

### Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of valid LSR to distribution of a Firm Order Confirmation.

### Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:
  - Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM  
From 7:00 PM Saturday until 7:00 AM Monday.
  - Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM  
From 6:00 PM Friday until 8:00 AM Monday.
- The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.
- The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.
- In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.
- Scheduled OSS Maintenance

### Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.
- **Interconnection Trunks:** Interconnection Trunks are ordered on Access Service Requests (ASRs). ASRs are submitted to and processed by the Local Interconnection Service Center (LISC). Trunk data is reported separately.

### Calculation

**Firm Order Confirmation Interval** = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt

**Average FOC Interval** = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

**FOC Interval Distribution** (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

**Report Structure**

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
  - CLEC Specific
  - CLEC Aggregate
- Geographic Scope
  - State
  - Region
- Fully Mechanized:
  - 0 - <= 15 minutes
  - >15 - <= 30 minutes
  - >30 - <= 45 minutes
  - >45 - <= 60 minutes
  - >60 - <= 90 minutes
  - >90 - <= 120 minutes
  - >120 - <= 180 minutes
  - 0 - <= 3 hours
  - >3 - <= 6 hours
  - >6 - <= 12 hours
  - >12 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Partially Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - 0 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Non-Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 - <= 36 hours
  - 0 - <= 36 hours
  - >36 - <= 48 hours
  - >48 hours
- Trunks:
  - 0 - <= 5 days
  - >5 - <= 10 days
  - 0 - <= 10 days
  - >10 - <= 15 days
  - >15 - <= 20 days
  - >20 days

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> <li>• Total Number of LSRs</li> <li>• State and Region</li> <li>• Total Number of ASRs (Trunks)</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
<ul style="list-style-type: none"> <li>• Resale – Residence</li> <li>• Resale – Business</li> <li>• Resale – Design (Special)</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP( Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Loop + Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loops</li> <li>• UNE Other Design</li> <li>• UNE Other Non-Design</li> <li>• Local Interoffice Transport</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized: - 95% &lt;= 3 Hours</li> <li>• Partially Mechanized: <ul style="list-style-type: none"> <li>- 85% &lt;= 24 Hours</li> <li>- 85% &lt;= 18 Hours (05/01/01)</li> <li>- 85% &lt;= 10 Hours (08/01/01)</li> </ul> </li> <li>• Non-mechanized: - 85% &lt;= 36 Hours</li> </ul>
• Local Interconnection Trunks	• Trunks: - 95% <= 10 Days

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Fully Mechanized	• 95% <= 3 Hours
• Partially Mechanized	<ul style="list-style-type: none"> <li>• 85% &lt;= 24 Hours</li> <li>• 85% &lt;= 18 Hours (05/01/01)</li> <li>• 85% &lt;= 10 Hours (08/01/01)</li> </ul>
• Non-Mechanized	• 85% <= 36 Hours
• IC Trunks	• 95% <= 10 Days

## O-10: Service Inquiry with LSR Firm Order Confirmation (FOC) Response Time Manual<sup>6</sup>

### Definition

This report measures the interval and the percent within the interval from the submission of a Service Inquiry (SI) with Firm Order LSR to the distribution of a Firm Order Confirmation (FOC).

### Exclusions

- Designated Holidays are excluded from the interval calculation
- Weekend hours from 5:00PM Friday until 8:00AM Monday are excluded from the interval calculation of the Service Inquiry
- Canceled Requests
- Electronically Submitted Requests
- Scheduled OSS Maintenance

### Business Rules

This measurement combines four intervals:

1. From receipt of Service Inquiry with LSR to hand off to the Service Advocacy Center (SAC) for Loop 'Look-up'.
2. From SAC start date to SAC complete date.
3. From SAC complete date to the Complex Resale Support Group (CRSG) complete date with hand off to LCSC.
4. From receipt of SI/LSR in the LCSC to Firm Order Confirmation.

### Calculation

**FOC Timeliness Interval** = (a - b)

- a = Date and Time Firm Order Confirmation (FOC) for SI with LSR returned to CLEC
- b = Date and Time SI with LSR received

**Average Interval** = (c / d)

- c = Sum of all FOC Timeliness Intervals
- d = Total number of SIs with LSRs received in the reporting period

**Percent Within Interval** = (e / f) X 100

- e = Total number of Service Inquiries with LSRs received by the CRSG to distribution of FOC by the Local Carrier Service Center (LCSC)
- f = Total number of Service Inquiries with LSRs received in the reporting period

### Report Structure

- CLEC Aggregate
- CLEC Specific
- Geographic Scope
  - State
  - Region
- Intervals
  - 0 - <= 3 days
  - >3 - <= 5 days
  - 0 - <= 5 days
  - >5 - <= 7 days
  - >7 - <= 10 days
  - >10 - <= 15 days
  - >15 days

<sup>6</sup> See O-9 for FOC Timeliness

- Average Interval measured in days

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Total Number of Requests</li> <li>• SI Intervals</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• xDSL (includes UNE unbundled ADSL, HDSL and UNE Unbundled Copper Loops)</li> <li>• Unbundled Interoffice Transport</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Returned &lt;= 5 Business days</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>



## O-11: Firm Order Confirmation and Reject Response Completeness

### Definition

A response is expected from BellSouth for every Local Service Request transaction (version). More than one response or differing responses per transaction is not expected. Firm Order Confirmation and Reject Response Completeness is the corresponding number of Local Service Requests received to the combination of Firm Order Confirmation and Reject Responses.

### Exclusions

- Service Requests canceled by the CLEC prior to FOC or Rejected/Clarified
- Non-Mechanized LSRs
- Scheduled OSS Maintenance

### Business Rules

**Mechanized** – The number of FOCs or Auto Clarifications sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG).

**Partially Mechanized** – The number of FOCs or Rejects sent to the CLEC from LENS, EDI, TAG in response to electronically submitted LSRs (date and time stamp in LENS, EDI, TAG), which fall out for manual handling by the LCSC personnel.

**Total Mechanized** – The number of the combination of Fully Mechanized and Partially Mechanized LSRs

**Non-Mechanized** – The number of FOCs or Rejects sent to the CLEC via FAX Server in response to manually submitted LSRs (date and time stamp in FAX Server).

**Note:** Manual (Non-Mechanized) LSRs have no version control by the very nature of the manual process, therefore, non-mechanized LSRs are not captured by this report.

#### For CLEC Results:

Firm Order Confirmation and Reject Response Completeness is determined in two dimensions:

Percent responses is determined by computing the number of Firm Order Confirmations and Rejects transmitted by BellSouth and dividing by the number of Local Service Requests (all versions) received in the reporting period.

Percent of multiple responses is determined by computing the number of Local Service Request unique versions receiving more than one Firm Order Confirmation, Reject or the combination of the two and dividing by the number of Local Service Requests (all versions) received in the reporting period.

### Calculation

#### Single FOC/Reject Response Expected

**Firm Order Confirmation / Reject Response Completeness** =  $(a / b) \times 100$

- a = Total Number of Service Requests for which a Firm Order Confirmation or Reject is Sent
- b = Total Number of Service Requests Received in the Report Period

#### Multiple or Differing FOC / Reject Responses Not Expected

**Response Completeness** =  $[(a + b) / c] \times 100$

- a = Total Number of Firm Order Confirmations Per LSR Version
- b = Total Number of Reject Responses Per LSR Version
- c = Total Number of Service Requests (All Versions) Received in the Reporting Period

### Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- State and Region
- CLEC Specific
- CLEC Aggregate
- BellSouth Specific

## Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Reject Interval • Total Number of LSRs • Total Number of Rejects	• Not Applicable

## SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non - Design</li> <li>• 2W Analog Loop With INP Design</li> <li>• 2W Analog Loop With INP Non - Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non - Design</li> <li>• UNE Loop and Port Combinations</li> <li>• Switch Ports</li> <li>• UNE Combination Other</li> <li>• UNE xDSL (ADSL, HDSL, UCL)</li> <li>• Line Sharing</li> <li>• UNE ISDN Loops</li> <li>• UNE Other Design</li> <li>• UNE Other Non - Design</li> <li>• Local Interoffice Transport</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Returned</li> </ul>

## SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Fully Mechanized	• 95% Returned

**O-12: Speed of Answer in Ordering Center****Definition**

Measures the average time a customer is in queue.

**Exclusions**

None

**Business Rules**

The clock starts when the appropriate option is selected (i.e., 1 for Resale Consumer, 2 for Resale Multiline, and 3 for UNE-LNP, etc.) and the call enters the queue for that particular group in the LCSC. The clock stops when a BellSouth service representative in the LCSC answers the call. The speed of answer is determined by measuring and accumulating the elapsed time from the entry of a CLEC call into the BellSouth automatic call distributor (ACD) until a service representative in BellSouth's Local Carrier Service Center (LCSC) answers the CLEC call.

**Calculation**

**Speed of Answer in Ordering Center** = (a / b)

- a = Total seconds in queue
- b = Total number of calls answered in the Reporting Period

**Report Structure**

Aggregate

- CLEC – Local Carrier Service Center
- BellSouth
  - Business Service Center
  - Residence Service Center

Note: Combination of Residence Service Center and Business Service Center data.

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
• Mechanized tracking through LCSC Automatic Call Distributor	• Mechanized tracking through BellSouth Retail center support system.

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
Aggregate <ul style="list-style-type: none"> <li>• CLEC – Local Carrier Service Center</li> <li>• BellSouth               <ul style="list-style-type: none"> <li>- Business Service Center</li> <li>- Residence Service Center</li> </ul> </li> </ul>	• Parity with Retail

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## O-13: LNP-Percent Rejected Service Requests

### Definition

Percent Rejected Service Request is the percent of total Local Service Requests (LSRs) which are rejected due to error or omission. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete, i.e., fatal rejects are never accepted and, therefore, are not included.

### Exclusions

- Service Requests canceled by the CLEC
- Scheduled OSS Maintenance

### Business Rules

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

**Fully Mechanized:** There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR (via EDI or TAG) but required fields are not populated correctly and the request is returned to the CLEC.

*Fatal rejects are reported in a separate column, and for informational purposes ONLY. They are not considered in the calculation of the percent of total LSRs rejected or the total number of rejected LSRs.*

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

**Partially Mechanized:** A valid LSR which is electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back (rejected) to the CLEC.

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized rejects.

**Non-Mechanized:** A valid LSR which is faxed or mailed to the BellSouth LCSC.

### Calculation

$$\text{LNP-Percent Rejected Service Requests} = (a / b) \times 100$$

- a = Number of Service Requests Rejected in the Reporting Period
- b = Number of Service Requests Received in the Reporting Period

### Report Structure

- Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized
- CLEC Specific
- CLEC Aggregate

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
• Not Applicable	• Not Applicable

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP • UNE Loop With LNP	• Diagnostic

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## O-14: LNP-Reject Interval Distribution & Average Reject Interval

### Definition

Reject Interval is the average reject time from receipt of an LSR to the distribution of a Reject. An LSR is considered valid when it is electronically submitted by the CLEC and passes LNP Gateway edit checks to insure the data received is correctly formatted and complete.

### Exclusions

- Service Requests canceled by the CLEC
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM  
From 7:00 PM Saturday until 7:00 AM Monday

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM  
From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

### Business Rules

The Reject interval is determined for each rejected LSR processed during the reporting period. The Reject interval is the elapsed time from when BellSouth receives LSR until that LSR is rejected back to the CLEC. Elapsed time for each LSR is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of rejected LSRs to produce the reject interval distribution.

An LSR is considered "rejected" when it is submitted electronically but does not pass edit checks in the ordering systems (EDI, TAG, LNP Gateway, LAUTO) and is returned to the CLEC without manual intervention.

**Fully Mechanized:** There are two types of "Rejects" in the Fully Mechanized category:

A **Fatal Reject** occurs when a CLEC attempts to electronically submit an LSR but required fields are not populated correctly and the request is returned to the CLEC.

An **Auto Clarification** is a valid LSR which is electronically submitted (via EDI or TAG), but is rejected from LAUTO because it does not pass further edit checks for order accuracy. Auto Clarifications are returned without manual intervention.

**Partially Mechanized:** A valid LSR which electronically submitted (via EDI or TAG), but cannot be processed electronically due to a CLEC error and "falls out" for manual handling. It is then put into "clarification", and sent back to the CLEC.

**Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized rejects.

**Non-Mechanized:** A valid LSR which is faxed or mailed to the BellSouth LCSC.

### Calculation

**Reject Interval** = (a - b)

- a = Date & Time of Service Request Rejection
- b = Date & Time of Service Request Receipt

**Average Reject Interval** = (c / d)

- c = Sum of all Reject Intervals
- d = Total Number of Service Requests Rejected in Reporting Period

**Reject Interval Distribution** =  $(e / f) \times 100$

- e = Service Requests Rejected in reported interval
- f = Total Number of Service Requests Rejected in Reporting Period

## Report Structure

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State, Region
- Fully Mechanized:
  - 0 - <= 4 minutes
  - >4 - <= 8 minutes
  - >8 - <= 12 minutes
  - >12 - <= 60 minutes
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - > 24 hours
- Partially Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - > 24 hours
- Non-Mechanized:
  - 0 - <= 1 hour
  - >1 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - 0 - <= 24 hours
  - >24 hours
- Average Interval in Days or Hours

## Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Reject Interval</li> <li>• Total Number of LSRs</li> <li>• Total number of Rejects</li> <li>• State and Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• LNP</li> <li>• UNE Loop with LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Mechanized: 97% &lt;= I Hour</li> <li>• Partially Mechanized: 85% &lt;= 24 Hours</li> <li>• Partially Mechanized: 85% &lt;= 18 Hours (05/01/01)</li> <li>• Partially Mechanized: 85% &lt;= 10 Hours (08/01/01)</li> <li>• Non-Mechanized: 85% &lt;= 24 Hours</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable



## O-15: LNP-Firm Order Confirmation Timeliness Interval Distribution & Firm Order Confirmation Average Interval

### Definition

Interval for Return of a Firm Order Confirmation (FOC Interval) is the average response time from receipt of a valid LSR to distribution of a firm order confirmation.

### Exclusions

- Rejected LSRs
- Designated Holidays are excluded from the interval calculation
- LSRs which are identified and classified as "Projects"
- The following hours for Partially Mechanized and Non-mechanized LSRs are excluded from the interval calculation:

Residence Resale Group – Monday through Saturday 7:00PM until 7:00AM

From 7:00 PM Saturday until 7:00 AM Monday.

Business Resale, Complex, UNE Groups – Monday through Friday 6:00PM until 8:00AM

From 6:00 PM Friday until 8:00 AM Monday.

The hours excluded will be altered to reflect changes in the Center operating hours. The LCSC will accept faxed LSRs only during posted hours of operation.

The interval will be the amount of time accrued from receipt of the LSR until normal closing of the center if an LSR is worked using overtime hours.

In the case of a Partially Mechanized LSR received and worked after normal business hours, the interval will be set at one (1) minute.

- Scheduled OSS Maintenance

### Business Rules

- **Fully Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS or TAG) until the LSR is processed, appropriate service orders are generated and a Firm Order Confirmation is returned to the CLEC via EDI, LENS or TAG.
- **Partially Mechanized:** The elapsed time from receipt of a valid electronically submitted LSR (date and time stamp in EDI, LENS, or TAG) which falls out for manual handling until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is returned to the CLEC via EDI, LENS, or TAG.
- **Total Mechanized:** Combination of Fully Mechanized and Partially Mechanized LSRs which are electronically submitted by the CLEC.
- **Non-Mechanized:** The elapsed time from receipt of a valid paper LSR (date and time stamp of FAX or date and time paper LSRs received in LCSC) until appropriate service orders are issued by a BellSouth service representative via Direct Order Entry (DOE) or Service Order Negotiation Generation System (SONGS) to SOCS and a Firm Order Confirmation is sent to the CLEC via LON.

### Calculation

**Firm Order Confirmation Interval** = (a - b)

- a = Date & Time of Firm Order Confirmation
- b = Date & Time of Service Request Receipt)

**Average FOC Interval** = (c / d)

- c = Sum of all FOC Intervals
- d = Total Number of Service Requests Confirmed in Reporting Period

**FOC Interval Distribution** (for each interval) = (e / f) X 100

- e = Service Requests Confirmed in interval
- f = Total Service Requests Confirmed in the Reporting Period

**Report Structure**

Fully Mechanized, Partially Mechanized, Total Mechanized, Non-Mechanized

- CLEC Specific
- CLEC Aggregate
- State and Region
- Fully Mechanized:
  - 0 - <= 15 minutes
  - >15 - <= 30 minutes
  - >30 - <= 45 minutes
  - >45 - <= 60 minutes
  - >60 - <= 90 minutes
  - >90 - <= 120 minutes
  - >120 - <= 180 minutes
  - 0 - <= 3 hours
  - >3 - <= 6 hours
  - >6 - <= 12 hours
  - >12 - <= 24 hours
  - >24 - <= 48 hours
  - >48 hours
- Partially Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 10 hours
  - 0 - <= 10 hours
  - >10 - <= 18 hours
  - 0 - <= 18 hours
  - >18 - <= 24 hours
  - 0 - <= 24 hours
  - >24 - <= 48 hours
  - > 48 hours
- Non-Mechanized:
  - 0 - <= 4 hours
  - >4 - <= 8 hours
  - >8 - <= 12 hours
  - >12 - <= 16 hours
  - >16 - <= 20 hours
  - >20 - <= 24 hours
  - >24 - <= 36 hours
  - 0 - <= 36 hours
  - >36 - <= 48 hours
  - >48 hours

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
Report Month • Total Number of LSRs • Total Number of FOCs • State and Region	• Not Applicable

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP • UNE Loop with LNP	• Mechanized: 95% <= 3 Hours • Partially Mechanized: 85% <= 24 Hours • Partially Mechanized: 85% <= 18 Hours (05/01/01) • Partially Mechanized: 85% <= 10 Hours (08/01/01) • Non-Mechanized: 85% <= 36 hours

## SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## Section 3: Provisioning

### P-1: Mean Held Order Interval & Distribution Intervals

#### Definition

When delays occur in completing CLEC orders, the average period that CLEC orders are held for BellSouth reasons, pending a delayed completion, should be no worse for the CLEC when compared to BellSouth delayed orders. Calculation of the interval is the total days orders are held and pending but not completed that have passed the currently committed due date; divided by the total number of held orders. This report is based on orders still pending, held and past their committed due date at the close of the reporting period. The distribution interval is based on the number of orders held and pending but not completed over 15 and 90 days. (Orders reported in the >90 day interval are also included in the >15 day interval.)

#### Exclusions

- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D) & From (F) orders
- Orders with appointment code of 'A' for Rural orders

#### Business Rules

**Mean Held Order Interval:** This metric is computed at the close of each report period. The held order interval is established by first identifying all orders, at the close of the reporting interval, that both have not been reported as completed in SOCS and have passed the currently committed due date for the order. For each such order, the number of calendar days between the earliest committed due date on which BellSouth had a company missed appointment and the close of the reporting period is established and represents the held order interval for that particular order. The held order interval is accumulated by the standard groupings, unless otherwise noted, and the reason for the order being held. The total number of days accumulated in a category is then divided by the number of held orders within the same category to produce the mean held order interval. The interval is by calendar days with no exclusions for Holidays or Sundays.

CLEC Specific reporting is by type of held order (facilities, equipment, other), total number of orders held, and the total and average days.

**Held Order Distribution Interval:** This measure provides data to report total days held and identifies these in categories of >15 days and > 90 days. (Orders counted in >90 days are also included in > 15 days).

#### Calculation

**Mean Held Order Interval** =  $a / b$

- a = Sum of held-over-days for all Past Due Orders Held for the reporting period
- b = Number of Past Due Orders Held and Pending But Not Completed and past the committed due date

**Held Order Distribution Interval** (for each interval) =  $(c / d) \times 100$

- c = # of Orders Held for  $\geq 15$  days or # of Orders Held for  $\geq 90$  days
- d = Total # of Past Due Orders Held and Pending But Not Completed)

#### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Circuit Breakout < 10,  $\geq 10$  (except trunks)

## Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Hold Reason</li> <li>• Total Line/circuit Count</li> <li>• Geographic Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number</li> <li>• Order Submission Date</li> <li>• Committed Due Date</li> <li>• Service Type</li> <li>• Hold Reason</li> <li>• Total Line/circuit Count</li> <li>• Geographic Scope</li> </ul>
Note: Code in parentheses is the corresponding header found in the raw data file.	

## SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• 2W Analog Loop With INP-Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business - POTS Excluding Switch-Based Orders
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

## SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-2: Average Jeopardy Notice Interval & Percentage of Orders Given Jeopardy Notices

### Definition

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC.

The interval is from the date/time the notice is released to the CLEC/BellSouth systems until 5pm on the commitment date of the order. The Percent of Orders is the percentage of orders given jeopardy notices for facility delay in the count of orders confirmed in the report period.

### Exclusions

- Orders held for CLEC end user reasons
- Disconnect (D) & From (F) orders
- Non-Dispatch Orders

### Business Rules

When BellSouth can determine in advance that a committed due date is in jeopardy for facility delay, it will provide advance notice to the CLEC. The number of committed orders in a report period is the number of orders that have a due date in the reporting period. Jeopardy notices for interconnection trunks results are usually zero as these trunks seldom experience facility delays. The Committed due date is considered the Confirmed due date. This report measures dispatched orders only. If an order is originally sent as non-dispatch and it is determined there is a facility delay, the order is converted to a dispatch code so the facility problem can be corrected. It will remain coded dispatched until completion.

### Calculation

**Jeopardy Interval** = a - b

- a = Date and Time of Jeopardy Notice
- b = Date and Time of Scheduled Due Date on Service Order

**Average Jeopardy Interval** = c / d.

- c = Sum of all jeopardy intervals
- d = Number of Orders Notified of Jeopardy in Reporting Period

**Percent of Orders Given Jeopardy Notice** = (e / f) X 100

- e = Number of Orders Given Jeopardy Notices in Reporting Period
- f = Number of Orders Confirmed (due) in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch Orders
- Mechanized Orders
- Non-Mechanized Orders

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Date and Time Jeopardy Notice Sent</li> <li>• Committed Due Date</li> <li>• Service Type</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number</li> <li>• Date and Time Jeopardy Notice Sent</li> <li>• Committed Due Date</li> <li>• Service Type</li> </ul>
<p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
% Orders Given Jeopardy Notice	
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch- Based Orders)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch- Based Orders)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS Excluding Switch- Based Orders)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Business and Residence
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non -Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail
• Average Jeopardy Notice Interval	• 95% >= 48 Hours

**SEEM Measure**

<b>SEEM Measure</b>		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable

## P-3: Percent Missed Installation Appointments

### Definition

"Percent missed installation appointments" monitors the reliability of BellSouth commitments with respect to committed due dates to assure that the CLEC can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for Total misses and End User Misses.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders Test Orders, etc.)
- Disconnect (D) & From (F) orders
- End User Misses on Local Interconnection Trunks

### Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of orders with completion dates in the reporting period that are past the original committed due date. Missed Appointments caused by end-user reasons will be included and reported separately. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The "due date" is any time on the confirmed due date. Which means there cannot be a cutoff time for commitments, as certain types of orders are requested to be worked after standard business hours. Also, during Daylight Savings Time, field technicians are scheduled until 9PM in some areas and the customer is offered a greater range of intervals from which to select.

### Calculation

**Percent Missed Installation Appointments** =  $(a / b) \times 100$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)
- Dispatch/No Dispatch

**Report Explanation:** The difference between End User MA and Total MA is the result of BellSouth caused misses. Here, Total MA is the total percent of orders missed either by BellSouth or CLEC end user. The End User MA represents the percentage of orders missed by the CLEC or their end user.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>
<p><b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.</p>	



## SQM Disaggregation - Analog/Benchmark

SQM LEVEL of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN - BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non - Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

## SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## P-4: Average Completion Interval (OCI) & Order Completion Interval Distribution

### Definition

The "average completion interval" measure monitors the interval of time it takes BellSouth to provide service for the CLEC or its own customers. The "Order Completion Interval Distribution" provides the percentages of orders completed within certain time periods. This report measures how well BellSouth meets the interval offered to customers on service orders.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- Disconnect (D&F) orders (Except "D" orders associated with LNP Standalone)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)

### Business Rules

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from when BellSouth issues a FOC or SOCS date time stamp receipt of an order from the CLEC to BellSouth's actual order completion date. This includes all delays for BellSouth's CLEC/End Users. The clock starts when a valid order number is assigned by SOCS and stops when the technician or system completes the order in SOCS. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33-day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on the same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

The interval breakout for UNE and Design is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

### Calculation

**Completion Interval** = (a - b)

- a = Completion Date
- b = Order Issue Date

**Average Completion Interval** = (c / d)

- c = Sum of all Completion Intervals
- d = Count of Orders Completed in Reporting Period

**Order Completion Interval Distribution (for each interval)** = (e / f) X 100

- e = Service Orders Completed in "X" days
- f = Total Service Orders Completed in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Residence & Business reported in day intervals = 0, 1, 2, 3, 4, 5, 5+
- UNE and Design reported in day intervals = 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30
- All Levels are reported <10 line/circuits; >= 10 line/circuits (except trunks)
- ISDN Orders included in Non-Design

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• Order Number (PON)</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number</li> </ul>

<ul style="list-style-type: none"> <li>• Application Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Application Date &amp; Time</li> <li>• Order Completion Date &amp; Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>
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**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL) without conditioning	• 7 Days
• UNE xDSL (HDSL, ADSL and UCL) with conditioning	• 14 Days
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL without conditioning	• 7 Days
• UNE xDSL with conditioning	• 14 Days
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

## P-5: Average Completion Notice Interval

### Definitions

The Completion Notice Interval is the elapsed time between the BellSouth reported completion of work and the issuance of a valid completion notice to the CLEC.

### Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D&F orders (Exception: "D" orders associated with LNP Standalone)

### Business Rules

Measurement on interval of completion date and time entered by a field technician on dispatched orders, and 5PM start time on the due date for non-dispatched orders; to the release of a notice to the CLEC/BellSouth of the completion status. The field technician notifies the CLEC the work was complete and then he/she enters the completion time stamp information in his/her computer. This information switches through to the SOCS systems either completing the order or rejecting the order to the Work Management Center (WMC). If the completion is rejected, it is manually corrected and then completed by the WMC. The notice is returned on each individual order.

The start time for all orders is the completion stamp either by the field technician or the 5PM due date stamp; the end time for mechanized orders is the time stamp the notice was transmitted to the CLEC interface (LENS, EDI, OR TAG). For non-mechanized orders the end timestamp will be timestamp of order update to C-SOTS system.

### Calculation

**Completion Notice Interval = (a - b)**

- a = Date and Time of Notice of Completion
- b = Date and Time of Work Completion

**Average Completion Notice Interval = c / d**

- c = Sum of all Completion Notice Intervals
- d = Number of Orders with Notice of Completion in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Mechanized Orders
- Non-Mechanized Orders
- Reporting intervals in Hours; 0, 1-2, 2-4, 4-8, 8-12, 12-24, >= 24 plus Overall Average Hour Interval (The categories are inclusive of these time intervals: 0-1 = 0.99; 1-2 = 1-1.99; 2-4 = 2-3.99, etc.)
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr)</li> <li>• Work Completion Date (cmplt_n_dt)</li> <li>• Work Completion Time</li> <li>• Completion Notice Availability Date</li> <li>• Completion Notice Availability Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number (so_nbr)</li> <li>• Work Completion Date (cmplt_n_dt)</li> <li>• Work Completion Time</li> <li>• Completion Notice Availability Date</li> <li>• Completion Notice Availability Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>
Note: Code in parentheses is the corresponding header found	NOTE: Code in parentheses is the corresponding header

in the raw data file.

found in the raw data file.

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• LNP (Standalone)	• Retail Residence and Business (POTS)
• INP (Standalone)	• Retail Residence and Business (POTS)
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL Provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• UNE Other Design	• Retail Design
• UNE Other Non-Design	• Retail Residence and Business
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• Local Interconnection Trunks	• Parity with Retail

**SEEM Measure**

<b>SEEM Measure</b>		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Not Applicable	• Not Applicable

**P-6: % Completions/Attempts without Notice or < 24 hours Notice****Definition**

This Report measures the interval from the FOC end timestamp on the LSR until 5:00 P.M. on the original committed due date of a service order. The purpose of this measure is to report if BellSouth is returning a FOC to the CLEC in time for the CLEC to notify their customer of the scheduled date.

**Exclusions**

"0" dated orders or any request where the subscriber requested an earlier due date of < 24 hours prior to the original commitment date, or any LSR received < 24 hours prior to the original commitment date.

**Business Rules****For CLEC Results:**

Calculation would exclude any successful or unsuccessful service delivery where the CLEC was informed at least 24 hours in advance. BellSouth may also exclude from calculation any LSRs received from the requesting CLEC with less than 24 hour notice prior to the commitment date.

**For BellSouth Results:**

BellSouth does not provide a FOC to its retail customers.

**Calculation**

**Percent Completions or Attempts without Notice or with Less Than 24 Hours Notice** =  $(a / b) \times 100$

- a = Completion Dispatches (Successful and Unsuccessful) With No FOC or FOC Received < 24 Hours of original Committed Due Date
- b = All Completions

**Report Structure**

- CLEC Specific
- CLEC Aggregate
- Dispatch /Non-Dispatch
- Total Orders FOC < 24 Hours
- Total Completed Service Orders
- % FOC < 24 Hours

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Committed Due Date (DD)</li> <li>• FOC End Timestamp</li> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Geographic Scope</li> <li>- State / Region</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>



**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With LNP-Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• 2W Analog Loop With INP-Design</li> <li>• 2W Analog Loop With INP Non-Design</li> <li>• UNE Digital Loop &lt; DS1</li> <li>• UNE Digital Loop &gt;=DS1</li> <li>• UNE Loop + Port Combinations</li> <li>• UNE Switch ports</li> <li>• UNE Combo Other</li> <li>• UNE xDSL (HDSL, ADSL and UCL)</li> <li>• UNE ISDN</li> <li>• UNE Line Sharing</li> <li>• UNE Other Design</li> <li>• UNE Other Non -Design</li> <li>• Local Transport (Unbundled Interoffice Transport)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-7: Coordinated Customer Conversions Interval

### Definition

This report measures the average time it takes BellSouth to disconnect an unbundled loop from the BellSouth switch and cross connect it to CLEC equipment. This measurement applies to service orders with INP and with LNP, and where the CLEC has requested BellSouth to provide a coordinated cut over.

### Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays due to CLEC following disconnection of the unbundled loop
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested

### Business Rules

When the service order includes INP, the interval includes the total time for the cut over including the translation time to place the line back in service on the ported line. When the service order includes LNP, the interval only includes the total time for the cut over (the port of the number is controlled by the CLEC). The interval is calculated for the entire cut over time for the service order and then divided by items worked in that time to give the average per-item interval for each service order.

### Calculation

**Coordinated Customer Conversions Interval** = (a - b)

- a = Completion Date and Time for Cross Connection of a Coordinated Unbundled Loop
- b = Disconnection Date and Time of an Coordinated Unbundled Loop

**Percent Coordinated Customer Conversions** (for each interval) = (c / d) X 100

- c = Total number of Coordinated Customer Conversions for each interval
- d = Total Number of Unbundled Loop with Coordinated Conversions (items) for the reporting period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- The interval breakout is 0-5 = 0-4.99, 5-15 = 5-14.99, >=15 = 15 and greater, plus Overall Average Interval.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Cut over Start Time</li> <li>• Cut over Completion Time</li> <li>• Portability Start and Completion Times (INP orders)</li> <li>• Total Conversions (Items)</li> </ul> <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No BellSouth Analog Exists</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Unbundled Loops with INP/LNP</li> <li>• Unbundled Loops without INP/LNP</li> </ul>	<ul style="list-style-type: none"> <li>• 95% &lt;= 15 minutes</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Unbundled Loops	• 95% <= 15 minutes

## P-7A: Coordinated Customer Conversions – Hot Cut Timeliness% Within Interval and Average Interval

### Definition

This category measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. It measures the percentage of orders where the cut begins within 15 minutes of the requested start time of the order and the average interval.

### Exclusions

- Any order canceled by the CLEC will be excluded from this measurement
- Delays caused by the CLEC
- Unbundled Loops where there is no existing subscriber loop and loops where coordination is not requested
- All unbundled loops on multiple loop orders after the first loop

### Business Rules

This report measures whether BellSouth begins the cut over of an unbundled loop on a coordinated and/or a time specific order at the CLEC requested start time. The cut is considered on time if it starts 15 minutes before or after the requested start time. Using the scheduled time and the actual cut over start time, the measurement will calculate the percent within interval and the average interval. If a cut involves multiple lines, the cut will be considered "on time" if the first line is cut within the interval.  $\leq 15$  minutes includes intervals that began 15:00 minutes or less before the scheduled cut time and cuts that began 15 minutes or less after the scheduled cut time;  $>15$  minutes,  $\leq 30$  minutes includes cuts within 15:00 – 30:00 minutes either prior to or after the scheduled cut time;  $>30$  minutes includes cuts greater than 30:00 minutes either prior to or after the scheduled cut time.

### Calculation

**% within Interval** =  $(a / b) \times 100$

- a = Total Number of Coordinated Unbundled Loop Orders for the interval
- b = Total Number of Coordinated Unbundled Loop Orders for the reporting period

**Interval** =  $(c - d)$

- c = Scheduled Time for Cross Connection of a Coordinated Unbundled Loop Order
- d = Actual Start Date and Time of a Coordinated Unbundled Loop Order

**Average Interval** =  $(e / f)$

- Sum of all Intervals
- Total Number of Coordinated Unbundled Loop Orders for the reporting period.

### Report Structure

- CLEC Specific
- CLEC Aggregate

Reported in intervals of early, on time and late cuts %  $\leq 15$  minutes; %  $>15$  minutes,  $\leq 30$  minutes; %  $> 30$  minutes, plus Overall Average Interval.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Cut over Scheduled Start Time</li> <li>• Cut over Actual Start Time</li> <li>• Total Conversions Orders</li> </ul> <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No BellSouth Analog exists</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

<b>SQM Level of Disaggregation</b>	<b>SQM Analog/Benchmark</b>
<ul style="list-style-type: none"> <li>• Product Reporting Level <ul style="list-style-type: none"> <li>- SL1 Time Specific</li> <li>- SL1 Non-Time Specific</li> <li>- SL2 Time Specific</li> <li>- SL2 Non-Time Specific</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• 95% Within + or – 15 minutes of Scheduled Start Time</li> </ul>

**SEEM Measure**

<b>SEEM Measure</b>		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
<ul style="list-style-type: none"> <li>• UNE Loops</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Within + or – 15 minutes of Scheduled Start time</li> </ul>

**P-7B: Coordinated Customer Conversions – Average Recovery Time****Definition**

Measures the time between notification and resolution by BellSouth of a service outage found that can be isolated to the BellSouth side of the network. The time between notification and resolution by BellSouth must be measured to ensure that CLEC customers do not experience unjustifiable lengthy service outages during a Coordinated Customer Conversion. This report measures outages associated with Coordinated Customer Conversions prior to service order completion.

**Exclusions**

- Cut overs where service outages are due to CLEC caused reasons
- Cut overs where service outages are due to end-user caused reasons

**Business Rules**

Measures the outage duration time related to Coordinated Customer Conversions from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The duration time is defined as the time from the initial trouble notification until the trouble has been restored and the CLEC has been notified. The interval is calculated on the total outage time for the circuits divided by the total number of outages restored during the report period to give the average outage duration.

**Calculation**

**Recovery Time** = (a - b)

- a = Date & Time That Trouble is Closed by CLEC
- b = Date & Time Initial Trouble is Opened with BellSouth

**Average Recovery Time** = (c / d)

- c = Sum of all the Recovery Times
- d = Number of Troubles Referred to the BellSouth

**Report Structure**

- CLEC Specific
- CLEC Aggregate

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name</li> <li>• CLEC Order Number (so_nbr)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• CLEC Acceptance Conflict (CLEC_CONFLICT)</li> <li>• CLEC Conflict Resolved (CLEC_RESOLVE)</li> <li>• CLEC Conflict MFC (CLEC_CONFLICT_MFC)</li> <li>• Total Conversion Orders</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>
<b>Note:</b> Code in parentheses is the corresponding header found in the raw data file.	

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Unbundled Loops with INP/LNP</li> <li>• Unbundled Loops without INP/LNP</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

## SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-7C: Hot Cut Conversions - % Provisioning Troubles Received Within 7 days of a completed Service Order

### Definition

Percent Provisioning Troubles received within 7 days of a completed service order associated with a Coordinated and Non-Coordinated Customer Conversion. Measures the quality and accuracy of Hot Cut Conversion Activities.

### Exclusions

- Any order canceled by the CLEC
- Troubles caused by Customer Provided Equipment

### Business Rules

Measures the quality and accuracy of completed service orders associated with Coordinated and Non-Coordinated Hot Cut Conversions. The first trouble report received on a circuit ID within 7 days following a service order completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed Coordinated and Non-Coordinated Hot Cut Conversion service orders and following 7 days after the completion of the service order for a trouble report issue date.

### Calculation

**% Provisioning Troubles within 7 days of service order completion** =  $(a / b) \times 100$

- a = The sum of all Hot Cut Circuits with a trouble within 7 days following service order(s) completion
- b = The total number of Hot Cut service order circuits completed in the previous report calendar month

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Dispatch/Non-Dispatch

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number (so_nbr)</li> <li>• PON</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Order Submission Time (TICKET_ID)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> <li>• Total Conversion Circuits</li> </ul> <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No BellSouth Analog Exists</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• UNE Loop Design</li> <li>• UNE Loop Non-Design</li> </ul>	<ul style="list-style-type: none"> <li>• &lt;= 5%</li> </ul>

### SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X



**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE Loops	• $\leq 5\%$

**P-8: Cooperative Acceptance Testing - % of xDSL Loops Tested****Definition**

The loop will be considered cooperatively tested when the BellSouth technician places a call to the CLEC representative to initiate cooperative testing and jointly performs the tests with the CLEC.

**Exclusions**

- Testing failures due to CLEC (incorrect contact number, CLEC not ready, etc.)
- xDSL lines with no request for cooperative testing

**Business Rules**

When a BellSouth technician finishes delivering an order for an xDSL loop where the CLEC order calls for cooperative testing at the customer's premise, the BellSouth technician is to call a toll free number to the CLEC testing center. The BellSouth technician and the CLEC representative at the center then test the line. As an example of the type of testing performed, the testing center may ask the technician to put a short on the line so that the center can run a test to see if it can identify the short.

**Calculation**

**Cooperative Acceptance Testing - % of xDSL Loops Tested** =  $(a / b) \times 100$

- a = Total number of successful xDSL cooperative tests for xDSL lines where cooperative testing was requested in the reporting period
- b = Total Number of xDSL line tests requested by the CLEC and scheduled in the reporting period

**Report Structure**

- CLEC Specific
- CLEC Aggregate
- Type of Loop tested

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Company Name (OCN)</li> <li>• CLEC Order Number (so_nbr) and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Acceptance Testing Completed (ACCEPT_TESTING)</li> <li>• Acceptance Testing Declined (ACCEPT_TESTING)</li> <li>• Total xDSL Orders</li> </ul> <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• No BellSouth Analog Exists</li> </ul>

**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation:	SQM Analog/Benchmark:
<ul style="list-style-type: none"> <li>• UNE xDSL</li> <li>- ADSL</li> <li>- HDSL</li> <li>- UCL</li> <li>- OTHER</li> </ul>	<ul style="list-style-type: none"> <li>• 95% of Lines Tested</li> </ul>

**SEEM Measure**

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• UNE xDSL	• 95% of Lines Tested

**P-9: % Provisioning Troubles within 30 days of Service Order Completion****Definition**

Percent Provisioning Troubles within 30 days of Service Order Completion measures the quality and accuracy of Service order activities.

**Exclusions**

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders
- Trouble reports caused and closed out to Customer Provided Equipment (CPE)

**Business Rules**

Measures the quality and accuracy of completed orders. The first trouble report from a service order after completion is counted in this measure. Subsequent trouble reports are measured in Repeat Report Rate. Reports are calculated searching in the prior report period for completed service orders and following 30 days after completion of the service order for a trouble report issue date.

D & F orders are excluded as there is no subsequent activity following a disconnect.

Note: Standalone LNP historical data is not available in the maintenance systems (LMOS or WFA).

**Calculation**

**% Provisioning Troubles within 30 days of Service Order Activity** = (a / b) X 100

- a = Trouble reports on all completed orders 30 days following service order(s) completion
- b = All Service Orders completed in the previous report calendar month

**Report Structure**

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch (except trunks)

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Order Submission Date (TICKET_ID)</li> <li>• Order Submission Time (TICKET_ID)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number</li> <li>• Order Submission Date</li> <li>• Order Submission Time</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul>
<p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	

## SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• Resale Residence	• Retail Residence
• Resale Business	• Retail Business
• Resale Design	• Retail Design
• Resale PBX	• Retail PBX
• Resale Centrex	• Retail Centrex
• Resale ISDN	• Retail ISDN
• 2W Analog Loop Design	• Retail Residence and Business Dispatch
• 2W Analog Loop Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With LNP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With LNP Non-Design	• Retail Residence and Business - (POTS Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• 2W Analog Loop With INP Design	• Retail Residence and Business Dispatch
• 2W Analog Loop With INP Non-Design	• Retail Residence and Business (POTS - Excluding Switch-Based Orders)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• UNE Digital Loop < DS1	• Retail Digital Loop < DS1
• UNE Digital Loop >= DS1	• Retail Digital Loop >= DS1
• UNE xDSL (HDSL, ADSL and UCL)	• ADSL provided to Retail
• UNE ISDN	• Retail ISDN BRI
• UNE Line Sharing	• ADSL Provided to Retail
• INP (Standalone)	• Retail Residence and Business (POTS)
• LNP (Standalone)	• Retail Residence and Business (POTS)
• UNE Loop + Port Combinations	• Retail Residence and Business
- Dispatch Out	- Dispatch Out
- Non-Dispatch	- Non-Dispatch
- Dispatch In	- Dispatch In
- Switch-Based	- Switch-Based
• UNE Switch Ports	• Retail Residence and Business (POTS)
• UNE Combo Other	• Retail Residence, Business and Design Dispatch (Including Dispatch Out and Dispatch In)
- Dispatch	- Dispatch
- Non-Dispatch (Dispatch In)	- Non-Dispatch (Dispatch In)
• Local Transport (Unbundled Interoffice Transport)	• Retail DS1/DS3 Interoffice
• UNE Other Non-Design	• Retail Residence and Business
• UNE Other Design	• Retail Design
• Local Interconnection Trunks	• Parity with Retail

## SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

**SEEM Disaggregation - Analog/Benchmark**

<b>SEEM Disaggregation</b>	<b>SEEM Analog/Benchmark</b>
• Resale POTS	• Retail Residence and Business (POTS)
• Resale Design	• Retail Design
• UNE Loop + Port Combinations	• Retail Residence and Business
• UNE Loops	• Retail Residence and Business Dispatch
• UNE xDSL	• ADSL Provided to Retail
• UNE Line Sharing	• ADSL Provided to Retail
• Local Interconnection Trunks	• Parity with Retail

**P-10: Total Service Order Cycle Time (TSOCT)****Definition**

This report measures the total service order cycle time from receipt of a valid service order request to the return of a completion notice to the CLEC Interface.

**Exclusions**

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D (Disconnect - Except "D" orders associated with LNP Standalone.) and F (From) orders. (From is disconnect side of a move order when the customer moves to a new address)
- "L" Appointment coded orders (where the customer has requested a later than offered interval)
- Orders with CLEC/Subscriber caused delays or CLEC/Subscriber requested due date changes

**Business Rules**

The interval is determined for each order processed during the reporting period. This measurement combines three reports: FOC Timeliness, Average Order Completion Interval and Average Completion Notice Interval. For UNE XDSL Loop, this measurement combines Service Inquiry Interval (SI), FOC Timeliness, Average Completion Interval, and Average Completion Notice Interval.

This interval starts with the receipt of a valid service order request and stops when a completion notice is sent to the CLEC Interface (LENS, TAG OR EDI) and the BellSouth Legacy Systems. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed. Orders that are worked on zero due dates are calculated with a .33 day interval (8 hours) in order to report a portion of a day interval. These orders are issued and worked/completed on same day. They can be either flow through orders (no field work-non-dispatched) or field orders (dispatched).

Reporting is by Fully Mechanized, Partially Mechanized and Non-Mechanized receipt of LSRs.

**Calculation**

**Total Service Order Cycle Time** = (a - b)

- a = Service Order Completion Notice Date
- b = Service Request Receipt Date

**Average Total Service Order Cycle Time** = (c / d)

- c = Sum of all Total Service Order Cycle Times
- d = Total Number Service Orders Completed in Reporting Period

**Total Service Order Cycle Time Interval Distribution** (for each interval) = (e / f) X 100

- e = Total Number of Service Requests Completed in "X" minutes/hours
- f = Total Number of Service Requests Received in Reporting Period

**Report Structure**

- CLEC Specific
- CLEC Aggregate
- BellSouth Aggregate
- Fully Mechanized; Partially Mechanized; Non-Mechanized
- Report in categories of <10 line/circuits; >= 10 line/circuits (except trunks)
- Dispatch / No Dispatch categories applicable to all levels except trunks
- Intervals 0-5, 5-10, 10-15, 15-20, 20-25, 25-30, >= 30 Days. The interval breakout is: 0-5 = 0-4.99, 5-10 = 5-9.99, 10-15 = 10-14.99, 15-20 = 15-19.99, 20-25 = 20-24.99, 25-30 = 25-29.99, >= 30 = 30 and greater.

**Data Retained**

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• Interval for FOC</li> </ul>	<ul style="list-style-type: none"> <li>• Report Month</li> <li>• BellSouth Order Number</li> </ul>

<ul style="list-style-type: none"> <li>• CLEC Company Name (OCN)</li> <li>• Order Number (PON)</li> <li>• Submission Date &amp; Time (TICKET_ID)</li> <li>• Completion Date (CMPLTN_DT)</li> <li>• Completion Notice Date and Time</li> <li>• Service Type (CLASS_SVC_DESC)</li> <li>• Geographic Scope</li> </ul> <p>Note: Code in parentheses is the corresponding header found in the raw data file</p>	<ul style="list-style-type: none"> <li>• Order Submission Date &amp; Time</li> <li>• Order Completion Date &amp; Time</li> <li>• Service Type</li> <li>• Geographic Scope</li> </ul>
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**SQM Disaggregation - Analog/Benchmark**

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design</li> <li>• Resale PBX</li> <li>• Resale Centrex</li> <li>• Resale ISDN</li> <li>• LNP (Standalone)</li> <li>• INP (Standalone)</li> <li>• 2W Analog Loop Design</li> <li>• 2W Analog Loop Non-Design</li> <li>• 2W Analog Loop With LNP Design</li> <li>• 2W Analog Loop With LNP Non-Design</li> <li>• UNE Switch Ports</li> <li>• UNE Loop + Port Combinations</li> <li>• UNE Combo Other</li> <li>• UNE xDSL (HDSL, ADSL and UCL)</li> <li>• UNE ISDN</li> <li>• UNE Line Sharing</li> <li>• UNE Other Design</li> <li>• UNE Other Non -Design</li> <li>• UNE Digital Loops &lt; DS1</li> <li>• UNE Digital Loops &gt;= DS1</li> <li>• Local Transport (Unbundled Interoffice Transport)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• Diagnostic</li> </ul>

**SEEM Measure**

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable



## P-11: Service Order Accuracy

### Definition

The "service order accuracy" measurement measures the accuracy and completeness of a sample of BellSouth service orders by comparing what was ordered and what was completed.

### Exclusions

- Cancelled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.)
- D & F orders

### Business Rules

A statistically valid sample of service orders, completed during a monthly reporting period, is compared to the original account profile and the order that the CLEC sent to BellSouth. An order is "completed without error" if all service attributes and account detail changes (as determined by comparing the original order) completely and accurately reflect the activity specified on the original order and any supplemental CLEC order. For both small and large sample sizes, when a Service Request cannot be matched with a corresponding Service Order, it will not be counted. For small sample sizes an effort will be made to replace the service request.

### Calculation

Percent Service Order Accuracy =  $(a / b) \times 100$

- a = Orders Completed without Error
- b = Orders Completed in Reporting Period

### Report Structure

- CLEC Aggregate
- Reported in categories of <10 line/circuits; >= 10 line/circuits
- Dispatch / No Dispatch

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON</li> <li>• Local Service Request (LSR)</li> <li>• Order Submission Date</li> <li>• Committed Due Date</li> <li>• Service Type</li> <li>• Standard Order Activity</li> </ul>	<ul style="list-style-type: none"> <li>• No BellSouth Analog Exist</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
<ul style="list-style-type: none"> <li>• Resale Residence</li> <li>• Resale Business</li> <li>• Resale Design (Specials)</li> <li>• UNE Specials (Design)</li> <li>• UNE (Non-Design)</li> <li>• Local Interconnection Trunks</li> </ul>	<ul style="list-style-type: none"> <li>• 95% Accurate</li> </ul>

### SEEM Measure

SEEM Measure		
No	Tier I	
	Tier II	

**SEEM Disaggregation - Analog/Benchmark**

SEEM Disaggregation	SEEM Analog/Benchmark
• Not Applicable	• Not Applicable

## P-12: LNP-Percent Missed Installation Appointments

### Definition

“Percent missed installation appointments” monitors the reliability of BellSouth commitments with respect to committed due dates to assure that CLECs can reliably quote expected due dates to their retail customer as compared to BellSouth. This measure is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates and reported for total misses and End User Misses.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable

### Business Rules

Percent Missed Installation Appointments (PMI) is the percentage of total orders processed for which BellSouth is unable to complete the service orders on the committed due dates. Missed Appointments caused by end-user reasons will be included and reported in a separate category. The first commitment date on the service order that is a missed appointment is the missed appointment code used for calculation whether it is a BellSouth missed appointment or an End User missed appointment. The “due date” is any time on the confirmed due date, which means there cannot be a cutoff time for commitments as certain types of orders are requested to be worked after standard business hours.

### Calculation

$$\text{LNP Percent Missed Installation Appointments} = (a / b) \times 100$$

- a = Number of Orders with Completion date in Reporting Period past the Original Committed Due Date
- b = Number of Orders Completed in Reporting Period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State/Region
- Report in Categories of <10 lines/circuits >= 10 lines/circuits (except trunks)

**Report explanation:** Total Missed Appointments is the total percent of orders missed either by BellSouth or the CLEC end user. End User MA represents the percentage of orders missed by the CLEC end user. The difference between End User Missed Appointments and Total Missed Appointments is the result of BellSouth caused misses.

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Report Month</li> <li>• CLEC Order Number and PON (PON)</li> <li>• Committed Due Date (DD)</li> <li>• Completion Date (CMPLTN DD)</li> <li>• Status Type</li> <li>• Status Notice Date</li> <li>• Standard Order Activity</li> <li>• Geographic Scope</li> </ul> <p>Note: Code in parentheses is the corresponding header found in the raw data file.</p>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	• Retail Residence and Business (POTS)

## SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP	• 95% Due Dates Met <sup>a</sup>

<sup>a</sup>Due to data structure issues, BellSouth is using a benchmark comparison for SEEM rather than the Truncated Z as stated in the Order.

## P-13: LNP-Average Disconnect Timeliness Interval & Disconnect Timeliness Interval Distribution

### Definition

Disconnect Timeliness is defined as the interval between the time ESI Number Manager receives the valid 'Number Ported' message from NPAC (signifying the CLEC 'Activate') until the time the Disconnect is completed in the Central Office switch. This interval effectively measures BellSouth responsiveness by isolating it from impacts that are caused by CLEC related activities.

### Exclusions

- Canceled Service Orders
- Order Activities of BellSouth or the CLEC associated with internal or administrative use of local services (Record Orders, Listing Orders, Test Orders, etc.) where identifiable.

### Business Rules

The Disconnect Timeliness interval is determined for each telephone number ported associated with a disconnect service order processed on an LSR during the reporting period. The Disconnect Timeliness interval is the elapsed time from when BellSouth receives a valid 'Number Ported' message in ESI Number Manager (signifying the CLEC 'Activate') for each telephone number ported until each telephone number on the service order is disconnected in the Central Office switch. Elapsed time for each ported telephone number is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the total number of selected telephone numbers disconnected in the reporting period.

### Calculation

**Disconnect Timeliness Interval** = (a - b)

- a = Completion Date and Time in Central Office switch for each number on disconnect order
- b = Valid 'Number Ported' message received date & time

**Average Disconnect Timeliness Interval** = (c / d)

- c = Sum of all Disconnect Timeliness Intervals
- d = Total Number of disconnected numbers completed in reporting period

**Disconnect Timeliness Interval Distribution** (for each interval) = (e / f) X 100

- e = Disconnected numbers completed in "X" days
- f = Total disconnect numbers completed in reporting period

### Report Structure

- CLEC Specific
- CLEC Aggregate
- Geographic Scope
  - State, Region

### Data Retained

Relating to CLEC Experience	Relating to BellSouth Performance
<ul style="list-style-type: none"> <li>• Order Number</li> <li>• Telephone Number/Circuit Number</li> <li>• Committed Due Date</li> <li>• Receipt Date/Time (ESI Number Manager)</li> <li>• Date/Time of Recent Change Notice</li> </ul>	<ul style="list-style-type: none"> <li>• Not Applicable</li> </ul>

### SQM Disaggregation - Analog/Benchmark

SQM Level of Disaggregation	SQM Analog/Benchmark
• LNP	• 95% <= 15 Minutes

## SEEM Measure

SEEM Measure		
Yes	Tier I	X
	Tier II	X

## SEEM Disaggregation - Analog/Benchmark

SEEM Disaggregation	SEEM Analog/Benchmark
• LNP Standalone	• 95% <= 15 Minutes