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February 7, 2003

Honorable Sara Kyle, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243

Re: Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996

Docket 03-00119

Dear Chairman Kyle:

Please accept for filing the attached Petition for Arbitration submitted by ITC^DeltaCom Communications, Inc. A $25.00 filing fee is enclosed.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: Henry Walker (cw)
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Counsel fo rITC^DeltaCom

HW/bb
Encl.
cc: Guy Hicks, Counsel for BellSouth

BEFORE THE

TENNESSEE REGULATORY AUTHORITY

In Re:	)	
	)	
Petition for Arbitration of ITC^DeltaCom Communications, Inc. with BellSouth Telecommunications, Inc. Pursuant to the Telecommunications Act of 1996	)	**Docket No.** _____

PETITION FOR ARBITRATION OF ITC^DELTACOM

A. INTRODUCTION

1.

COMES NOW, ITC^DeltaCom Communications, Inc., d/b/a ITC^DeltaCom (hereinafter "ITC^DeltaCom") by its undersigned attorneys, pursuant to Section 252(b) of the Communications Act of 1934, as amended in 1996 (the "Act")[1] and hereby petitions the Tennessee Regulatory Authority ("TRA") to arbitrate certain unresolved issues in the interconnection negotiations between ITC^DeltaCom and BellSouth Telecommunications, Inc. ("BellSouth").

2.

ITC^DeltaCom requests that the TRA invoke its authority to conduct an evidentiary hearing concerning the issues identified herein and any other unresolved issues as the TRA may deem appropriate and that ITC^DeltaCom be granted the right to conduct discovery on BellSouth's positions in advance of such hearing.[2] In support of this Petition, and in accordance with 252(b) of the Act, ITC^DeltaCom states as follows:

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[1] See 47 U.S.C. § 252(b).

[2] ITC^DeltaCom requests that a schedule be established for the filing of testimony, exhibits, discovery requests, and responses thereto.

B. STATEMENT OF FACTS

3.

ITC^DeltaCom is an Alabama corporation, having its principal place of business at 1791 O.G. Skinner Drive, West Point, Georgia 31833. ITC^DeltaCom is authorized to provide competitive local exchange services in all states in the BellSouth region (Alabama, Florida, Georgia, Louisiana, Kentucky, Mississippi, North Carolina, South Carolina, and Tennessee).

4.

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

5.

On April 12, 2002, BellSouth formally requested commencement of negotiations under Section 251 of the Act. Although ITC^DeltaCom offered to extend the existing agreement for one year, BellSouth refused. The parties have held numerous meetings to discuss the rates, terms and conditions of the interconnection agreement. As a result of these negotiations, ITC^DeltaCom and BellSouth have resolved many important issues. ITC^DeltaCom intends to continue negotiations with BellSouth in an effort to reduce the number of issues which must be arbitrated by this TRA. ITC^DeltaCom and BellSouth agreed that the arbitration window opened on January 13, 2003 and closes February 7, 2003.

6.

Exhibit A, which is appended hereto and incorporated herein by reference, is a proposed interconnection agreement that ITC^DeltaCom submits to the TRA for approval in this docket.[3]

7.

For the convenience of the TRA, ITC^DeltaCom will file in the very near future a matrix with a summary of the issues on which ITC^DeltaCom thinks the parties have not reached an agreement.

C. JURISDICTION

8.

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

9.

This petition is timely filed. ITC^DeltaCom and BellSouth have agreed that, under Section 252(b) of the Act, the window for requesting arbitration began on January 13, 2003 and closes February 7, 2003.

D. DESIGNATED CONTACTS

10.

Communications regarding this Petition should be directed to:

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[3] Throughout this Petition, ITC^DeltaCom refers to attachments to Exhibit A as "Attachment" or "Att." The General Terms and Conditions part of the interconnection agreement at Exhibit A is referred to as "GTC."

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E. ISSUES FOR ARBITRATION

11.

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

General Contract Issues

12.

Issue 1: Term of the Agreement (GTC – Section 2.1; 2.3-2.6)

Statement of the Issue:

Should the parties continue to operate under the TRA-approved interconnection agreement pending the TRA's ruling on the arbitration? If so, what should be the length of the term of the agreement resulting from this arbitration?

ITC^DeltaCom Position:

Yes. The status quo should be maintained while the TRA hears the arguments of both parties. The agreement should have a term of at least five years because it takes almost a year to negotiate a new agreement.

BellSouth Position:

No. The commissions take too long to issue orders and BellSouth wants to move to its standard terms, rates and conditions if the TRA takes longer than 180 days to issue the arbitration order. The agreement should only have a term of three years.

13.

Issue 2: Directory Listings (GTC; Att. 6, Section 2.2.2)

Statement of the Issue:

Is BellSouth required to provide ITC^DeltaCom the same directory listing language it provides to AT&T? Is BellSouth required to provide an electronic feed of the directory listings of ITC^DeltaCom customers? Does ITC^DeltaCom have the right to review and edit its customers' directory listings? Should there be a credit or PMAP measure for accuracy of directory listings, and if so, what should be the credit or PMAP measure?

ITC^DeltaCom Position:

ITC^DeltaCom needs access to the directory listings that BellSouth sends to BAPCO to verify for accuracy. ITC^DeltaCom needs the means to electronically match the listings. ITC^DeltaCom sends directory listings to BellSouth, which then sends the information to BAPCO.

BellSouth Position:

ITC^DeltaCom should be required to negotiate this request with BAPCO.

14.

Issue 3 : Advance Notice of Changes to Resold Offerings (GTC 20.3)

Statement of the Issue:

Must BellSouth provide advance notice of changes to resale offerings? Can ITC^DeltaCom continue to receive the advance notice of 45 days as long as BellSouth continues to provide such notice to other CLECs?

ITC^DeltaCom Position:

ITC^DeltaCom must know of changes to products so that it can advise its customers of rate changes or other changes affecting products. If other CLECs continue to receive the 45 day advance notice, but ITC^DeltaCom does not, ITC^DeltaCom will be placed at a competitive disadvantage.

BellSouth Position:

BellSouth wants to eliminate the requirement that it provide any advance notice.

15.

Issue 4: Tax Liability (GTC – 13.1)

Statement of the Issue:

Should language covering tax liability be included in the interconnection agreement, and if so, should that language simply state that each party is responsible for its tax liability?

ITC^DeltaCom Position:

No. ITC^DeltaCom does not believe tax liability language is required. However, if the TRA believes it is necessary, ITC^DeltaCom believes the agreement should simply state that each party will abide by state and federal rules and regulations.

BellSouth Position:

Yes. BellSouth believes that tax liability language is necessary.

Parity Issues

16.

Issue 5: Access to Pending Order Information And Status of Order Information

(Att. 6 – 1.5.1; 4.3)

Statement of the Issue:

Should BellSouth be required to provide the same amount of pending order service detail to ITC^DeltaCom that BellSouth provides to its retail representatives? Should BellSouth be required to provide information regarding the status of an order to the same degree as that it provides to its retail representatives?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom and BellSouth representatives must have equal functionality to view and modify pending order content.

BellSouth Position:

No.

17.

Issue 6: Facility Check Information (Att. 6 - 1.7; 4.4)

Statement of the Issue:

Should BellSouth be required to provide to ITC^DeltaCom facility check information electronically in the same manner it does to BellSouth's retail operations?

ITC^DeltaCom Position:

Yes. BellSouth must provide facility check information electronically. BellSouth is providing such information electronically in Tennessee where it has been ordered to do so. BellSouth will not do so in other states.

BellSouth Position:

No. BellSouth will provide facility checks electronically in Tennessee where it has been ordered to do so, but not in other states.

18.

Issue 7: Addition of Call Forwarding (Att. 6- Sec. 5.1.2)

Statement of the Issue:

Should BellSouth be required to temporarily provide features on the same terms and conditions as that it provides to its retail customers?

ITC^DeltaCom Position:

Yes. BellSouth should not discriminate against ITC^DeltaCom and its customers. If a retail customer calls the BellSouth repair center and needs a feature added, at customer request, BellSouth will add the feature for a short period of time. ITC^DeltaCom requests the same treatment.

BellSouth Position:

BellSouth reviewed its policy and is willing to add the feature, but only in emergency circumstances.

19.

Issue 8: Universal or Integrated Digital Loop Carrier ("UDLC/IDLC") Technology (Att. 2 - 3.1)

Statement of the Issue:

Should BellSouth be required to provide an unbundled loop using IDLC technology which will allow ITC^DeltaCom to provide consumers the same quality of service (i.e., no additional analog to digital conversions) as that offered by BellSouth to its customers? What terms and conditions should apply with regard to UDLC?

ITC^DeltaCom Position:

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

Both Alabama and Tennessee require the same quality of service, meaning no additional analog to digital conversions is necessary. ITC^DeltaCom proposed compromise language.

BellSouth Position:

BellSouth is reviewing ITC^DeltaCom's request.

20.

Issue 9: OSS Interfaces (Att. 6 – 3.2)

Statement of the Issue:

Should BellSouth be required to provide interfaces for OSS to ITC^DeltaCom which have functions are equal to that provided by BellSouth to its retail division?

ITC^DeltaCom Position:

Yes. Specifically, ITC^DeltaCom requests the following language:

> BellSouth shall provide to ITC^DeltaCom access to all functions for pre-ordering which are provided to BellSouth retail groups. Systems may differ but all functions will be at parity in all areas, i.e., operational hours, content performance. All mandated functions, *e.g.*, facility checks, will be provisioned in the same time frames and in the same manner as provisioned to BellSouth retail customers.

BellSouth Position:

BellSouth is reviewing ITC^DeltaCom's proposed language.

21.

Issue 10: Completion Notifier (Att. 6 – Section 4.2)

Statement of the Issue:

Should BellSouth be required to provide ITC^DeltaCom a Completion Notifier?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom waits too long to learn if its orders are posted to BellSouth's billing systems. This delay creates problems because ITC^DeltaCom cannot issue follow up orders to the customer account since the Customer Service Record ("CSR") does not reflect correct information.

BellSouth Position:

No.

UNEs

22.

Issue 11: Access to UNEs (Att. 2 Sections 1.1, 1.4, 1.10)

Statement of the Issue:

Should the interconnection agreement specify that the rates, terms and conditions of the network elements and combinations of network elements are compliant with state and federal rules and regulations? Must all Network Elements be delivered to ITC^DeltaCom's collocation arrangement? What standards should apply to Network Elements?

ITC^DeltaCom Position:

Yes, this agreement must be compliant with federal and state rulings regarding UNEs. Not all UNEs will be delivered to ITC^DeltaCom's collocation site.

BellSouth Position:

No. There should not be a reference to state rules and regulations. This agreement is subject to Section 251 of the Act.

23.

Issue 12: Reciprocity of UNE Services and Conditions (Att. 2 – 1.3; Att 3 – 1.3)

Statement of the Issue:

Should the interconnection agreement refer to both BellSouth and ITC^DeltaCom tariffs?

ITC^DeltaCom Position:

Yes.

BellSouth Position:

No.

24.

Issue 13: Testing of UNEs (Att. 6 – 4.6.23)

Statement of the Issue:

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

ITC^DeltaCom Position:

Yes. This process is necessary to ensure quality of service. This language exists in the parties' current interconnection agreement as a result of the parties' settlement of this exact issue in the last arbitration case.

BellSouth Position:

No.

25.

Issue 14: Prohibition of Use of UNEs to Provide Wireless Service (Att. 2 - 1.5)

Statement of the Issue:

Should the interconnection agreement prohibit the use of UNEs to provide wireless telecommunications services?

ITC^DeltaCom Position:

No. ITC^DeltaCom should be allowed to use UNEs to connect wireless towers.

BellSouth Position:

Yes. BellSouth believes that utilizing UNEs to serve a wireless carrier customer is not permissible.

26.

Issue 15: DADAS (Att. 2 – 13.6.1)

Statement of the Issue:

Should the rates, terms and conditions for DADAS be included in the interconnection agreement?

ITC^DeltaCom Position:

Yes.

BellSouth Position:

No. BellSouth wants only to refer to its tariff.

27.

Issue 16: Does inside wire include both wire owned and controlled by BellSouth (Att. 2 –2.2.1)

Statement of the Issue:

Should BellSouth be required to provide access to inside wire that is owned and/or controlled by BellSouth?

ITC^DeltaCom Position:

Yes. Such access is required by FCC Orders.

BellSouth Position:

No. BellSouth filed a Petition with the FCC claiming the FCC Order and a regulation differ.

28.

Issue 17: Provisioning and Cutovers (Att. 2 –3.7)

Statement of the Issue:

What language should apply to provisioning and cutovers?

ITC^DeltaCom Position:

ITC^DeltaCom wants the AT&T language for the term of this agreement.

BellSouth Position:

BellSouth has proposed the AT&T language, but ITC^DeltaCom is not certain if this proposed language is only for certain states or if it is for the entire term of the agreement.

29.

Issue 18: Testing of NXXs. Call Forwarding Variable and Remote Access to Call Forwarding Variable (Att. 2 - 9.2.5.1; Att. 6 XX)

Statement of the Issue:

When testing NXXs, ITC^DeltaCom needs access to call forwarding, call forwarding variable and remote access to call forwarding variable. Currently there is language in Attachment 6 that allows ITC^DeltaCom to use call forwarding features to test whether NXXs are being correctly translated in the BellSouth network. BellSouth now wants to charge retail rates rather than cost-based rates. What rates should apply?

ITC^DeltaCom Position:

ITC^DeltaCom wants to continue to use the call forwarding feature to test NXXs and pay a cost-based rate. As a result of the last arbitration, BellSouth agreed to allow ITC^DeltaCom to pay a cost-based rate for interim number portability, which was the call forwarding feature. ITC^DeltaCom also wants to add these two types of call forwarding such that ITC^DeltaCom can quickly test and identify whether there is an NXX translation problem. Allowing ITC^DeltaCom to quickly test and determine whether the customer trouble is an NXX translation problem benefits both ITC^DeltaCom and BellSouth.

BellSouth Position:

BellSouth will provide at retail rates only. It is unknown to ITC^DeltaCom whether BellSouth will provide access to features for testing purposes.

30.

Issue 19: Unbundled Remote Call Forwarding (Att. 2 –9.2.5.1.3)

Statement of the Issue:

Should the contract include language that URCF will not be used to forward calls to another URCF "or similar service?"

ITC^DeltaCom Position:

BellSouth's proposed language gives rise to two questions: (1) How would ITC^DeltaCom be able to enforce this language? If an end user sets up URCF to another URCF, ITC^DeltaCom will not know and has no ability to police this type of unlawful activity. ITC^DeltaCom asserts that BellSouth does not have the ability to stop its end users from doing the same thing and thus also cannot police this type of unlawful activity either; (2) What does "similar service" mean? ITC^DeltaCom cannot agree to such vague language and needs greater specificity.

BellSouth Position:

Unknown. BellSouth is reviewing ITC^DeltaCom's concerns.

31.

Issue 20: SS7 (Att. 2 –16.1.3.2)

Statement of the Issue:

Should BellSouth provide the option of a high speed link for SS7? Should BellSouth meet ITC^DeltaCom at the central office in the ITC^DeltaCom serving wire center?

ITC^DeltaCom Position:

Yes. By meeting at the central office in the ITC^DeltaCom serving wire center, the parties mutually share transport facilities.

BellSouth Position:

Unknown. BellSouth is reviewing language changes proposed by ITC^DeltaCom.

32.

Issue 21: Dark Fiber Availability (Att. 2 – 8.1.1;)

Statement of the Issue:

Does BellSouth have to make available dark fiber loops and transport at any technically feasible point?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom can pick up the dark fiber loop at areas other than the collocation site. BellSouth wants to require ITC^DeltaCom to pick up such loops only at the ITC^DeltaCom collocation site. Also, ITC^DeltaCom may want to interconnect with another CLEC, and as such, ITC^DeltaCom would pick up the dark fiber loop at the other CLEC's collocation site.

BellSouth Position:

The definition of loop means that ITC^DeltaCom has to pick up the dark fiber loop at ITC^DeltaCom's collocation site.

33.

Issue 22: Dark Fiber Parity (Att. 2 - 8.2.1)

Statement of the Issue:

Whether BellSouth should provide dark fiber to ITC^DeltaCom under the same terms and conditions that it provides to itself?

ITC^DeltaCom Position:

The FCC UNE order states that the only restriction is that the RBOC can withhold dark fiber if it would impair the RBOC's ability to be a carrier of last resort. ITC^DeltaCom is concerned that BellSouth will use these additional restrictions to improperly deny ITC^DeltaCom access to dark fiber. ITC^DeltaCom proposes as a compromise that BellSouth adopt ITC^DeltaCom's policy that two dark fibers for every route are always reserved for

maintenance and repair or a similar policy.

BellSouth Position:

BellSouth is reviewing ITC^DeltaCom's proposal.

34.

Issue 23: Dark Fiber Holding Period (Att. 2 – 8.2.4)

Statement of the Issue:

Should BellSouth hold the dark fiber after receiving a valid error free LSR from ITC^DeltaCom?

ITC^DeltaCom Position:

Yes. BellSouth holds dark fiber for other carriers for 45 days. ITC^DeltaCom will be placed at a competitive disadvantage to the extent BellSouth provides a 45-day hold for other carriers but not ITC^DeltaCom.

BellSouth Position:

No. BellSouth is unable to agree to this proposal as there are circumstances (*e.g.*, collocation space not ready) which may delay provisioning and BellSouth cannot "hold" the facility.

35.

Issue 24: Rate and Provision of Performance Data (Att. 2 – 9.1.4.15; 11.3.2.3.)

Statement of the Issue:

What should be the rate for Performance Data that BellSouth provides to ITC^DeltaCom regarding customer line, traffic characteristics, and other information? Should BellSouth be required to provide Performance Data for customer line, traffic characteristics and Common (Shared) Transport?

ITC^DeltaCom Position:

The rates should be as specified in Attachment 11. The existing contract required such Performance Data.

BellSouth Position:

Unclear. BellSouth is reviewing this issue.

36.

Issue 25: Provision of ADSL Where ITC^DeltaCom is the UNE-P local provider (Att. 2 – 8.4)

Statement of the Issue:

Should BellSouth continue providing the end user ADSL service where ITC^DeltaCom provides UNE-P local service to that same end user on the same line?

ITC^DeltaCom Position:

Yes. BellSouth should not be permitted to tie local service to its ADSL service.

BellSouth Position:

No.

37.

Issue 26: Local Switching – Line Cap & Other restrictions (Att. 2 – 9.1.3.2; 9.1.2)

Statement of the Issues:

Is the line cap on local switching in certain designated MSAs only for a particular customer at a particular location? Should the Agreement include language that prevents BellSouth from imposing restrictions on ITC^DeltaCom's use of local switching? Should BellSouth provide local switching at market rates where it is not required to provide local switching as a UNE? What should be the market rate?

ITC^DeltaCom Position:

The existing contract language states that the four line cap only applies to a single physical end user location with four or more DSO equivalent lines. The existing agreement states that except as otherwise required, BellSouth will not impose restrictions on ITC^DeltaCom's use of local switching unless BellSouth can demonstrate harm to its network.

BellSouth Position:

No. BellSouth wants to aggregate locations.

38.

Issue 27: Treatment of Traffic associated with Unbundled Local Switching but using ITC^DeltaCom's CIC (Att. 2 – 9.1.7)

Statement of the Issue:

Should calls originated by an ITC^DeltaCom end user or BellSouth end user and terminated to either ITC^DeltaCom or BellSouth be treated as local if the call originates and terminates within the LATA ?

ITC^DeltaCom Position:

If ITC^DeltaCom is using UNEP to serve a customer, ITC^DeltaCom wants the local calling area to the entire LATA if the call originates and terminates within the LATA.

BellSouth Position:

No.

39.

Issue 28: Local Switching (Att. 2 –9.1.3- 9.1.63)

Statement of the Issue:

Should the existing language regarding local switching and other issues be maintained?

ITC^DeltaCom Position

Yes. ITC^DeltaCom wants to keep the language regarding local switching and other issues in the existing contract.

BellSouth Position

BellSouth believes this language is redundant.

40.

Issue 29: AIN Triggers (Att. 2 – 9.1.4.16)

Statement of the Issues:

Should BellSouth offer AIN triggers on a stand alone basis via ITC^DeltaCom's interconnected STPS?

ITC^DeltaCom Position:

ITC^DeltaCom should be able to have its own AIN platform and receive or exchange AIN triggers with BellSouth.

BellSouth Position:

Unknown.

Combinations

41.

Issue 30: Provision of Combinations (Att. 2 – 1.3; 1.7)

Statement of the Issue:

Should BellSouth be required to provide combinations if they are technically feasible? Should BellSouth be required to provide ITC^DeltaCom the same conditions for network elements and combinations that BellSouth has provided to other carriers? What terms and conditions should apply to the provisions of combinations?

ITC^DeltaCom Position:

Yes.

BellSouth Position:

Unknown. BellSouth is reviewing.

42.

Issue 31: EELs (Att. 2- 10.2; 10.3)

Statement of the Issue:

Are new EELs subject to local use restrictions?

ITC^DeltaCom Position:

No. The FCC order and ITC^DeltaCom's current contract clearly provides that only special access conversions to EELs are subject to the safe harbor requirements and the audit provision.

BellSouth Position:

Yes.

43.

Issue 32: Availability of EELs

Statement of the Issues:

Should EELS be available everywhere?

ITC^DeltaCom Position:

ITC^DeltaCom is not aware of any instance where EELs would not be available.

BellSouth Position:

No.

44.

Issue 33: Special Access Conversions to EELs (Att. 2 – 10.3.1)

Statement of the Issue:

Can ITC^DeltaCom provide a blanket certification that refers all three safe harbors for special access conversions?

ITC^DeltaCom Position:

Yes. Under the current contract, ITC^DeltaCom was permitted to provide a blanket certification. In some cases the conversion can fall under more than one safe harbor. ITC^DeltaCom should be able to use the other safe harbors, if applicable.

BellSouth Position:

No.

45.

Issue 34: Audits

Statement of the Issue:

Should ITC^DeltaCom be required to reimburse BellSouth for the full cost of an audit?

ITC^DeltaCom Position:

No.

BellSouth Position:

Yes.

46.

Issue 35: Conversion of DS3 Special Access to EELs

Statement of the Issue:

Should a "switch as is" non-recurring charge apply to conversions of Special Access DS3s to EELs as opposed to a non-recurring charge that is the sum of the elements?

ITC^DeltaCom Position:

Yes.

BellSouth Position:

Unknown.

47.

Issue 36: UNE/Special Access Combination (Att. 2- 10.7 ; 10.9.1

Statement of the Issue:

Should ITC^DeltaCom be able to connect UNE loops to special access transport? Are special access services being combined with UNEs today?

ITC^DeltaCom Position:

Yes. The current contract provides for this combination and it is in other contracts. Furthermore, in various circumstances, ITC^DeltaCom has special access services in combination with UNE services today. ITC^DeltaCom should not be forced to make changes to the existing network.

BellSouth Position:

No.

48.

Issue 37: Conversion of a Special Access Loop to a UNE loop that terminates to ITC^DeltaCom's collocation

Statement of the Issue:

In some instances, ITC^DeltaCom has a Special Access loop that goes to ITC^DeltaCom's collocation. This is not a combination. The AT&T/BellSouth agreement provides that in such instances the special access loop can be converted to a UNE loop. ITC^DeltaCom has requested the same treatment.

ITC^DeltaCom Position:

ITC^DeltaCom should be able to convert a Special Access loop that goes to

ITC^DeltaCom's collocation site to a UNE loop.

BellSouth Position:

BellSouth does not offer this and the Act does not require such an offering.

49.

Issue 38: Hours of UNE/LCSC Center (Att. 2 – 2.2.2.3)

Statement of the Issue:

Should BellSouth be required to maintain UNE/LCSC hours from 8 a.m. to 5 p.m. local time? Must BellSouth finish a cutover once started?

ITC^DeltaCom Position:

Yes. BellSouth should make available the UNE Center and LCSC during normal business hours according to local time. The technician should not leave prior to completing a cutover.

BellSouth Position:

Rejects the need for longer hours.

50.

Issue 39: Definition and Treatment of Local Traffic and Tandem Switching (Attachment 3)

Statement of the Issue:

Should Local Traffic be defined as any call that originates and terminates within the LATA, is originated by either an ITC^DeltaCom or BellSouth end user, and is terminated to an ITC^DeltaCom or BellSouth end user? Does ITC^DeltaCom's switch perform tandem switching?

ITC^DeltaCom Position:

Yes. The current interconnection agreement provides that the LATA is local.

ITC^DeltaCom wants to continue the existing arrangement.

BellSouth Position:

Unknown.

51.

Issue 40: Point of Interconnection ("POI")

Statement of the Issue:

Can a CLEC select only one POI per LATA? Should each party pay its costs to reach that POI within the LATA? Should ITC^DeltaCom's existing POIs be grandfathered (i.e., not moved to an end office)?

ITC^DeltaCom Position:

The FCC recently issued an order in an arbitration case in Virginia wherein the FCC made it clear that the CLEC, not the ILEC, selects the POI and the CLEC only has to have one POI per LATA. Additionally, each party pays its costs to reach that POI within the LATA. ITC^DeltaCom should not be required to move its existing POIs due to the expense and disruption in moving the traffic.

BellSouth Position:

The FCC decision only refers to that arbitration case and does not apply to Bellsouth.

52.

Issue 41: Percent Local Facilities ("PLF")

Statement of the Issue:

Should ITC^DeltaCom report a PLF?

ITC^DeltaCom Position:

No. The reporting and methodology that BellSouth has created called "PLF" is not approved by OBF. Furthermore, no other ILEC requires ITC^DeltaCom to report a PLF. This is

not a requirement of our existing interconnection agreement.

BellSouth Position:

Yes.

53.

Issue 42: Audits of PIU/PLU

Statement of the Issue:

Does a party have to pay for the audit if the reported factors are more than 20 percentage points overstated?

ITC^DeltaCom Position:

No.

BellSouth Position:

Yes.

54.

Issue 43: Trunk Group Service Request ("TGSR")

Statement of the Issue:

Should both parties (not just ITC^DeltaCom) use the TGSR to order trunks?

ITC^DeltaCom Position:

Yes.

BellSouth Position:

No.

55.

Issue 44: Establishment of Trunk Groups for Operator Services, Emergency Services, and Intercept

Statement of the Issue:

Should the interconnection agreement set forth the rates, terms and conditions for the establishment of trunk groups for operator services, emergency services and intercept?

ITC^DeltaCom Position:

Yes. There are such trunk groups in place today and ITC^DeltaCom anticipates that there will the need for additional such trunk groups. The rates, terms and conditions should be in the interconnection agreement. ITC^DeltaCom should not have to file a BFR for an additional trunk group. This language is currently in our contract and is for the mutual benefit of BellSouth and ITC^DeltaCom customers.

BellSouth Position:

ITC^DeltaCom should buy this out of the tariff or file a BFR.

56.

Issue 45: Switched Access Charges Applicable to BellSouth (Att. 3 – 9.2)

Statement of the Issue:

Should ITC^DeltaCom be able to charge BellSouth switched access charges where BellSouth is the interexchange carrier?

ITC^DeltaCom Position:

Yes. The language should be reciprocal and should apply to both parties.

BellSouth Position:

No. BellSouth Long Distance is a separate company.

57.

Issue 46: BLV/BLVI

Statement of the Issue:

Is the language proposed by ITC^DeltaCom for BLV/BLVI acceptable to BellSouth?

ITC^DeltaCom Position:

ITC^DeltaCom has proposed language that is based on the current existing language for BLV/BLVI and submitted to BellSouth for review. ITC^DeltaCom has its own operator services and must be able to connect with the BellSouth operators to perform these services.

BellSouth Position:

Unknown.

58.

Issue 47: Compensation for Use of ITC^DeltaCom Collocation Space ("Reverse Collocation")

Statement of the Issue:

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

ITC^DeltaCom Position:

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

BellSouth's Position:

No.

59.

Issue 48: Provision of Terminations in Excess of Capacity of Equipment (Att. 4 –5.1.4)

Statement of the Issue:

Should BellSouth limit the number of terminations?

ITC^DeltaCom Position:

No. If BellSouth limits the number of terminations this will prevent ITC^DeltaCom from ordering certain BellSouth products such as UNE DS3s.

BellSouth Position:

Yes.

60.

Issue 49: Requirement to Provide List of Entities With an Interest in ITC^DeltaCom's Collocation Equipment (Att. 4 – 5.2)

Statement of the Issue:

Must ITC^DeltaCom provide to BellSouth a list of those entities with a security interest in equipment in ITC^DeltaCom's collocation space?

ITC^DeltaCom Position:

No. These are ITC^DeltaCom customers in some cases and ITC^DeltaCom should not be required to provide such a list. Additionally, this list would change frequently over time. ITC^DeltaCom is willing to agree to language in the contract that requires ITC^DeltaCom to provide BellSouth a list of those entities prior to ITC^DeltaCom abandoning a collocation site.

BellSouth Position:

BellSouth wants to be able to sell any equipment that is left if a CLEC abandons the space. BellSouth wants the list up front.

61.

Issue 50: Subsequent Application Fee & Application Modification (Att. 4 – 6.3.1.)

Statement of the Issue:

Should BellSouth be able to charge a Subsequent Application Fee and/or other charges when no work is actually required?

ITC^DeltaCom Position:

The existing agreement specifically stated that if no work was required, there is no charge. Also, it is unreasonable to charge $800.00 for a records name change. If ITC^DeltaCom

is required to pay these charges and other CLECs are not required to pay, ITC^DeltaCom is placed at a competitive disadvantage.

BellSouth Position:

No. BellSouth should be able to charge if there is a record change.

62.

Issue 51: Reciprocity of Charges (OSS Charges, Expedite Charges, "Change in Service Provider or Disconnect Charges," and any other Charges) (Att. 1, 5, 6)

Statement of the Issue:

Is ITC^DeltaCom entitled to assess charges to BellSouth for work performed on Local Service orders ("LSRs") sent from BellSouth to ITC^DeltaCom (i.e., an OSS Charge)? Should ITC^DeltaCom be able to assess a Change in Service Provider Charge? Should ITC^DeltaCom be able to assess charges for work or performance for BellSouth?

ITC^DeltaCom Position:

BellSouth sends ITC^DeltaCom LSRs to port phone numbers from ITC^DeltaCom to BellSouth. ITC^DeltaCom works the order so that the customer does not have any disruption or degradation of service when moving from ITC^DeltaCom to BellSouth. ITC^DeltaCom seeks to charge BellSouth for this work just as BellSouth charges ITC^DeltaCom. BellSouth assesses a "Change in Service Provider Charge" when a customer leaves BellSouth to sign up with ITC^DeltaCom. ITC^DeltaCom wants to assess that same charge when a ITC^DeltaCom customer migrates to BellSouth.

BellSouth Position:

No. Charges assessed by BellSouth to the CLEC when a number is ported to the CLEC from BellSouth do not include any costs associated with the termination of the former BellSouth end users service and or accounts. Nonrecurring charges assessed to ITC^DeltaCom are for

establishing the records as an ITC^DeltaCom end user and the associated ITC^DeltaCom billing records.

63.

Issue 52: Sharing of Cost of Facilities For Transit Traffic

Statement of the Issue:

Should BellSouth share 50% of the cost of the interoffice dedicated transport and local channel when BellSouth routes its originating local traffic over the Transit Trunk Group? Should ITC^DeltaCom be compensated for Common Transport and Compensation minutes for this traffic?

ITC^DeltaCom Position

Yes. BellSouth should share in the cost of the facilities since it is BellSouth's originating traffic and ITC^DeltaCom should receive compensation on a per-minute of use basis just like BellSouth.

BellSouth Position:

No.

64.

Issue 53: Rates and Charges Not Ordered by the TRAF (See all Rate Sheets; Att. 6 Section 6; Att. 2 Section 22.3.3)

Statement of the Issue:

Should BellSouth be permitted to impose charges related to UNEs that have not been ordered by the TRA in its recent Order in the generic docket for setting UNE rates? Should BellSouth provide rate sheets for its contracts that specifically and separately identify those rates that have been approved by a Commission from those rates that BellSouth is proposing?

ITC^DeltaCom Position:

No. The purpose of the generic docket regarding UNE rates is to set rates for everyone. ITC^DeltaCom should not be forced to re-litigate in an arbitration non-recurring charges for UNEs. For example, BellSouth is now proposing a "Cancellation" charge for all resold and UNE services that they plan to tariff in their FCC tariff. Additionally, BellSouth is demanding an "Order Modification Charge" which has not been approved by this Commission. First, all rates and charges associated with UNEs have been set by this Commission in Docket No. 97-01262. Second, it is not appropriate for BellSouth to tariff non-cost based rates in their FCC tariff outside the jurisdiction of this TRA to apply to UNEs. This TRA has exclusive jurisdiction over setting UNE rates. BellSouth should not usurp this TRA's authority and assess a charge from its interstate tariff to local services. Finally, it is extremely difficult to match the rates BellSouth provides to CLECs in negotiations to those rates that have been actually approved by the TRA.

BellSouth's Position:

Yes. BellSouth is offering a service and can charge rates from its FCC tariff to apply to local UNE services.

65.

Issue 54: Reimburse Costs to Accommodate Modifications (Attachment 2 - 2.2.2.8)

Statement of the Issue:

Can BellSouth impose a charge that has not been approved by the TRA for changes to an order after an FOC has been issued?

ITC^DeltaCom Position:

No. However, in the interest of compromise, ITC^DeltaCom has proposed language wherein ITC^DeltaCom will reimburse BellSouth where ITC^DeltaCom causes the modification and the cost is not already being recovered. However, BellSouth should reimburse

ITC^DeltaCom when BellSouth makes modifications.

BellSouth Position:

BellSouth disagrees with ITC^DeltaCom.

66.

Issue 55: Resend of CFA Fee

Statement of the Issue:

Is the CFA fee reasonable and cost-based?

ITC^DeltaCom Position:

No. The charge for resending a CFA is an example of BellSouth's inflated non-recurring charges.

BellSouth Position:

No. BellSouth is not required to provide this service.

67.

Issue 56: Cancellation Charges

Statement of the Issue:

May BellSouth charge a cancellation charge which has not been approved by the TRA? Are these costs already captured in the existing UNE approved rates?

ITC^DeltaCom Position:

Cancellation charges have not been approved by this TRA. Additionally, ITC^DeltaCom is at a competitive disadvantage if it has to pay cancellation charges and other CLECs do not.

Bellsouth Position:

BellSouth disagrees with ITC^DeltaCom's position.

68.

Issue 57: Rates and Charges for Conversion of Customers from Special Access to UNE-based Service (Att. 2 - 2.3.1.6)

Statement of the Issue:

Should BellSouth be permitted to charge for ITC^DeltaCom conversions of customers from special access loop to a UNE loop? Should the conversion be completed such that there is no disconnect and reconnect (i.e., no outage to the customer)?

ITC^DeltaCom Position:

No. This is an administrative change only. The BellSouth and AT&T interconnection agreement permits AT&T to send a spreadsheet with a list of those Special Access circuits to be converted to a UNE loop that goes to a collocation.

BellSouth Position:

No. BellSouth has no legal obligation to make the necessary billing changes so that these Special Access circuits can be changed to UNE loops that go to ITC^DeltaCom's collocation.

69.

Issue 58: Unilateral Amendments to the Interconnection Agreement (Att. 6, 1.8; Att. 6 1.13.2; Att. 3)

Statement of the Issue:

Should the interconnection agreement refer to BellSouth's website address to Guides such as the Jurisdictional Factor Guide? Should BellSouth post rates that impact UNE services on its website?

ITC^DeltaCom Position:

ITC^DeltaCom cannot agree to unilateral modifications to the contract. For example, BellSouth recently developed a new factor called the "PLF" which has not been approved by OBF. BellSouth simply posted the change to its Guide on its website. This change has a significant impact on the business relationship between the parties. As a compromise, ITC^DeltaCom is willing to agree to a version of the Guide and as updates are made, the parties would have to mutually agree to those changes.

BellSouth recently changed a USOC relating to a UNE service that ITC^DeltaCom purchases. The pricing change required an amendment to the interconnection agreement. ITC^DeltaCom and many other carriers were caught with orders that were clarified or rejected because those rates were not in the interconnection agreement. ITC^DeltaCom requests that if BellSouth seeks to make such a change, BellSouth must send the proposed amendment to ITC^DeltaCom or, at a minimum, post the new rates and USOCs on its website 45 days in advance of implementing the change.

BellSouth Position:

BellSouth wants to make changes without obtaining ITC^DeltaCom's consent to modify the interconnection agreement.

Billing

70.

Issue 59: Payment Due Date (Att. 7 - 1.4 and 1.4.1)

Statement of the Issue:

Should the Payment Due Date be thirty days from receipt of the bill?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom is receiving thousands of invoices from BellSouth and generally the bills are arriving more than seven days after the invoice date. Moreover, ITC^DeltaCom has

found numerous errors and received credits from BellSouth in the millions of dollars due to such inaccuracies. ITC^DeltaCom should be permitted at least 30 days from the date of receipt of the bill to review the bill and make payment and/or lodge a dispute regarding the erroneous portion of the bill.

BellSouth Position:

No.

71.

Issue 60: Deposits (Att. 7 –1.11)

Statement of the Issue:

Should the deposit language be reciprocal? Must a party return a deposit after generating a good payment history?

ITC^DeltaCom Position:

The deposit language should be reciprocal because BellSouth does pay for certain services performed by ITC^DeltaCom and furthermore should pay for work performed by ITC^DeltaCom on BellSouth's behalf. If a party has a good payment history, no deposit should be required. ITC^DeltaCom is currently reviewing the FCC's recent policy statement on deposits. The parties also continue to negotiate this issue.

BellSouth Position:

No. BellSouth declines the deposit language documented above since deposit requests are not reciprocal. BellSouth's response is based on the following: (1) BellSouth is not similarly situated with a CLEC, and therefore should not be subject to the same creditworthiness and deposit requirements (standards); (2) CLECs do not have the same statutory requirements as BellSouth – BellSouth must offer service to all requesting CLECs. CLECs can refuse to provide service; (3) BellSouth is within its rights to protect itself against uncollectible debts on a

nondiscriminatory basis; and (4) if BellSouth is buying services from the CLECs' tariffs, the terms and conditions of such tariffs will govern whether BellSouth must pay a deposit.

72.

Issue 61: Method of Filing Billing Disputes (Att. 7 Section 3.2)

Statement of the Issue:

Should BellSouth use the same form and procedures for submitting a billing dispute to ITC^DeltaCom that BellSouth imposes on ITC^DeltaCom?

ITC^DeltaCom Position:

Yes. If Form 1461 is required of ITC^DeltaCom then BellSouth should be required to fill out the same form.

BellSouth Position:

No. The Form has not been approved by OBF. OBF is developing an industry standard.

73.

Issue 62: Limitation on Backbilling (Att. 7 –3.5)

Statement of the Issue:

What is the limit on back billing for undercharges?

ITC^DeltaCom Position:

ITC^DeltaCom recommends that the limit be 90 business days.

BellSouth Position:

BellSouth disagrees with ITC^DeltaCom's position.

74.

Issue 63: Audits (Att. 7)

Statement of the Issue:

Is it appropriate to include language for audits of the parties' billing for services under the

Agreement?

ITC^DeltaCom Position:

ITC^DeltaCom requested the AT&T/BellSouth language on audits pursuant to the pick and choose rule. BellSouth claims that ITC^DeltaCom cannot pick and choose language from Attachment 7 – Billing, because billing is not a service and is therefore not subject to the pick and choose rule. ITC^DeltaCom strongly disagrees and believes that BellSouth is in violation of the pick and choose rule. However, ITC^DeltaCom is reviewing the AT&T/BellSouth audit language and plans to offer a second proposal.

BellSouth Position:

No. ITC^DeltaCom cannot pick and choose from the AT&T/BellSouth agreement as this is not a network element or a service, and BellSouth is not agreeable to AT&T audit language.

75.

Issue 64: ADUF

Statement of the Issue:

What terms and conditions should apply to ADUF?

ITC^DeltaCom Position:

ITC^DeltaCom should only have to pay for those ADUF records actually associated with the billing of access records. UNE rates should apply to traffic with BellSouth's CIC where ITC^DeltaCom has purchased unbundled switching.

BellSouth Position:

Unknown. BellSouth is reviewing the language.

OSS

76.

Issue 65: Notification of Changes to OSS and Changes of Business Rules/Practices

(Att. 6 – 1; 1.13.2)

Statement of the Issue:

Should BellSouth provide notice via telephone or email when there are going to be changes to OSS with less than 60 days advance notice? Must BellSouth provide notice 60 days in advance of deployment of changes that would impact ITC^DeltaCom?

ITC^DeltaCom Position:

Yes. ITC^DeltaCom must have advance notice of changes to OSS and/or business rules or products. ITC^DeltaCom has experienced disruptions where BellSouth has failed to provide such notice.

BellSouth Position:

No.

77.

Issue 66: Testing of End User Data (Att. 6 – 1.3)

Statement of the Issue:

Should BellSouth provide testing of ITC^DeltaCom end user data to the same extent BellSouth does such testing of its own end user data?

ITC^DeltaCom Position:

Yes.

Bellsouth Position:

Change Request is pending.

78.

Issue 67: Availability of OSS Systems (Att. 6 – 3.3)

Statement of the Issue:

May BellSouth shut down OSS Systems during normal working hours (8 a.m. to 5 p.m.)

without notice or consent from ITC^DeltaCom?

ITC^DeltaCom Position:

Under no circumstances should BellSouth shut down ITC^DeltaCom's access to OSS during normal working hours without notice or consent of ITC^DeltaCom.

BellSouth Position:

Unknown.

79.

Issue 68: Provision of Customer Service Records

Statement of the Issue:

What requirements should apply to the provision of Customer Service Records?

ITC^DeltaCom Position:

ITC^DeltaCom can provide CSRs within 24 hours of request.

Bellsouth Position:

BellSouth wants CSRs from ITC^DeltaCom in a shorter time frame.

80.

Issue 69: Inadvertent Transfers of Customers

Statement of the Issue:

Should there be a process to allow a carrier to return a customer to its preferred provider in situations where the customer was inadvertently transferred to either ITC^DeltaCom or BellSouth?

ITC^DeltaCom Position:

There are situations where either BellSouth or ITC^DeltaCom has requested the transfer of a customer's service. Unfortunately, ITC^DeltaCom does not have the ability to reverse the

customer's transfer whereas BellSouth can do so. BellSouth will not reverse the transfer at ITC^DeltaCom's request, but only at the customer's request.

BellSouth Position:

No.

81.

Issue 70: Reimbursement of Costs for Trouble Analysis and Error Resolution

Statement of the Issue:

Should BellSouth reiumburse ITC^DeltaCom for ITC^DeltaCom's costs where BellSouth's errors require ITC^DeltaCom to do trouble analysis and error resolution?

ITC^DeltaCom Position:

Yes.

BellSouth Position:

No.

82.

Issue 71: Reciprocity of Porting Procedures

Statement of the Issue:

Should the parties utilize the same porting procedures?

ITC^DeltaCom Position:

Yes. BellSouth has on occasion required ITC^DeltaCom to work weekends to fix a porting problem created by BellSouth, yet when ITC^DeltaCom asked for the same consideration, BellSouth refused. If BellSouth is unwilling to reciprocate, ITC^DeltaCom seeks to have language that states BellSouth will not require such treatment without extending the same efforts for ITC^DeltaCom.

BellSouth Position:

Unknown.

F. TIMING AND PROCESS

83.

ITC^DeltaCom requests that the TRA convene a status conference as soon as possible to establish a procedural schedule for the submission of testimony and discovery requests and the conduct of the evidentiary hearing in this matter. ITC^DeltaCom also requests mediation prior to the hearing dates for possible settlement of outstanding issues.

G. STANDARD OF REVIEW

84.

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

(1) ensure that such resolution and conditions meet the requirements of Section 251, including the regulations prescribed by the [FCC] pursuant to Section 251; [and]

(2) establish any rates for interconnection, services, or network elements according to subsection (d) [of Section 252].

85.

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

86.

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

(1) the duty not to prohibit, and not to impose unreasonable or discriminator conditions or limitations on, the resale of its telecommunications service;

(2) the duty to provide, to the extent technically feasible, number portability in accordance with requirements prescribed by the FCC;

(3) the duty to provide dialing parity to competing providers of telephone exchange service and telephone toll service, and the duty to permit all such providers to have nondiscriminatory access to telephone numbers, operator services, directory assistance, and directory listing, with no unreasonable dialing delays;

(4) the duty to afford access to the poles, ducts, conduits, and rights-of-way of such carrier to competing providers of telecommunications services on rates, terms, and conditions that are consistent with Section 224 of the Act; and

(5) the duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications.

87.

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

(1) the duty to negotiate in good faith;

(2) the duty to provide, for the facilities and equipment of any requesting telecommunications carrier, interconnection with the local exchange carrier's network for the transmission and routing of telephone exchange service and exchange access at any technically feasible point within the carrier's network that

is at least equal in quality to that provided by the local exchange carrier to itself, or to any subsidiary, affiliate, or any other party to which the carrier provides interconnection on rates, terms and conditions that are just, reasonable and nondiscriminatory.

(3) the duty to provide, to any requesting telecommunications carrier, nondiscriminatory access to network elements on an unbundled basis at any technically feasible point on rates, terms and conditions that are just, reasonable and nondiscriminatory and in such a manner that allows requesting carriers to combine such elements in order to provide such telecommunications service;

(4) the duty to offer for resale at wholesale rates any telecommunications service that the carrier provides at retail to subscribers who are not telecommunications carriers and not to prohibit, and not to impose unreasonable or discriminatory conditions or limitations on the resale of such services;

(5) the duty to provide reasonable public notice of changes in the information necessary for the transmission and routing of services using that local exchange carrier's facilities or networks, as well as of any other changes that would affect the interoperability of those facilities and networks; and

(6) the duty to provide, on rates, terms and conditions that are just, reasonable and nondiscriminatory, for physical collocation of equipment necessary for interconnection or access to unbundled network elements at the premises of the local exchange carrier, except that virtual collocation may be provided if the local exchange carrier demonstrates to the State commission that physical collocation is not practical for technical reasons or because of space limitations.

88.

Section 252(d) sets forth the applicable pricing standards for interconnection and network element charges as well as for transport and termination of traffic. Section 252(d)(1) states in pertinent part that determinations by a State commission of the just and reasonable rate for the interconnection of facilities and equipment and the just and reasonable rate for network elements shall be (i) based on the cost (determined by reference to a rate-of-return or other rate-based proceeding) of providing the interconnection or network element (whichever is applicable), (ii) nondiscriminatory, and (iii) may include a reasonable profit. 47 U.S.C. § 252(d)(1). Section 252(d)(2) further states in pertinent part that a State commission shall not consider the terms and conditions for reciprocal compensation [for transport and termination] to be just and reasonable unless (i) such terms and conditions provide for the mutual and reciprocal recovery by each carrier of costs associated with the transport and termination on each carrier's network facilities of calls that originate on the network facilities of another carrier; and (ii) such terms and conditions determine such costs on the basis of a reasonable approximation of the additional costs of terminating such calls. 47 U.S.C. § 252(d)(2).

H. CONCLUSION

89.

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

Respectfully submitted this 7th day of February, 2003.

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CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing has been forwarded via fax or hand delivery and U.S. mail to the following on this the 7th day of February, 2003.

Guy M. Hicks, Esq.
BellSouth Telecommunications, Inc.
Suite 2101
333 Commerce Street
Nashville, Tennessee 37201-3300

Henry Walker

EXHIBIT A

AGREEMENT

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

W I T N E SS E T H

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

WHEREAS, ITC^DeltaCom is a competitive local exchange telecommunications company ("CLEC") authorized to provide telecommunications services in the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee; and

WHEREAS, the Parties wish to interconnect their facilities, purchase unbundled elements and/or resale services, and exchange traffic pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 ("the Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, BellSouth and ITC^DeltaCom agree as follows:

Definitions

Access Service Request or "ASR" means an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of interconnection.

Act means the Communications Act of 1934, 47 U.S.C. 151 et seq., as amended, including the Telecommunications Act of 1996, and as interpreted from time to time in the duly authorized rules and regulations of the FCC or the Commission/Board.

Advanced Intelligent Network or "AIN" is a Telecommunications network architecture in which call processing, call routing and network management are provided by means of centralized databases.

Affiliate is an entity that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another entity. For purposes of this paragraph, the term "own" or "control" means to own an equity interest (or equivalent thereof) of more than 10 percent.

American National Standards Institute or "ANSI" is a standards setting, non-government organization, which develops and publishes standards for "voluntary" use in the United States.

Automatic Number Identification or "ANI" is a telephone number associated with the access line from which the a call originates.

Calling Party Number or "CPN" is a Common Channel Signaling parameter which refers to the number transmitted through the network identifying the calling party.

Carrier Identification Code or "CIC" means a three or four digit number assigned to an IXC that identifies that carrier's traffic.

Centralized Message Distribution System is a national system that Local Exchange Carriers use to exchange Exchange Message Interface (EMI) formatted data among host companies.

Commission is defined as the appropriate regulatory agency in each of BellSouth's nine-state region, Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee.

Common Channel Signaling or "CCS" means a method of exchanging call set-up and network control data over a digital signaling network fully separate from the Public Switched Network that carriers the actual call.

Competitive Local Exchange Carrier (CLEC) means a telephone company certificated or otherwise legally authorized to provide local exchange service within BellSouth's franchised area."Customer Local Area Signaling Services" or "CLASS" is a set of call management service features consisting of number translation such as call forwarding and caller identification, available within a the Local Access and Transport Area ("LATA").

Digital Service - Level 0 or "DS-0" means the 64 Kbps zero-level signal in the time division multiplex hierarchy.

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

Digital Service - Level 3 or "DS-3" means the 44.736 Mbps in the time division multiplex hierarchy. In the time-division multiplexing hierarchy of the telephone network, DS3 is the initial level of multiplexing.

Effective Date is defined as the date that the Agreement is effective for purposes of rates, terms and conditions and shall be ten (10) days after the date of the last signature executing the Agreement. Future amendments including rate changes or new rates will also be effective ten (10) days after the date of the last signature executing the amendment. Future amendments with no rate changes or new rates shall become effective on the date of the last signature executing the Amendment.

End User means the ultimate user of the Telecommunications Service.

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

Exchange Access means the offering by a LEC of services or facilities to an IXC for the purpose of the origination or termination of telephone toll services.

FCC means the Federal Communication Commission.

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

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

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

General Terms and Conditions means this document including all of the terms, provisions and conditions set forth herein.

Interconnection is the linking of the BellSouth and ITC^DeltaCom networks for the mutual exchange of traffic as described in Attachment 3 of this Agreement.

Point of Interconnection or "POI" is as described in Attachment 3 of this Agreement.

Interexchange Carrier or "IXC" means a provider of interexchange telecommunications services.

Local Exchange Carrier or "LEC" is as defined in the Act.

Local Exchange Routing Guide or "LERG" means a Telcordia product that is sold to and used by LECs and IXCs to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.

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

Local Traffic is as defined in Attachment 3 of this Agreement.

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

Multiple Exchange Carrier Access Billing or ("MECAB") means the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee of the Alliance for Telecommunications Industry Solutions ("ATIS") and by Bellcore as Special Report SR-BDS-000983, Containing the recommended guidelines for the billing of Exchange Service access provided by two or more LECs and/or CLECs or by one LEC in two or more states within a single LATA.

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

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

NXX", "NXX Code, "Central Office Code" or "CO Code" is the three-digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan.

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

Percent Local Usage or "PLU"is defined as a factor to be applied to intrastate terminating minutes of use. The numerator shall include all "non-intermediary" local minutes of use adjusted for those minutes of use that only apply local due to Service Provider Number Portability. The denominator is the total intrastate minutes of use including local, intrastate toll, and access, adjusted for Service Provider Number Portability less intrastate terminating Party pays minutes of use.

Rate Center identifies the specific geographic point within an Exhange area which is associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLEC) for the provision of Telephone Exchange Services. The Rate Center vertical and horizontal coordinates are used in the toll message rating process to measure distances between Rate Centers.

Revenue Accounting Office ("RAO") Status Company is a local exchange company/alternate local exchange company that has been assigned a unique RAO

code. Message data exchanged among RAO status companies is grouped (i.e. packed) according to From/To/Bill RAO combinations.

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

Transit Traffic Service is as described in Attachment 3 of this Agreement.

Wire Center denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected and/or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of telecommunications services are located.

1. CLEC Certification

1.1 ITC^DeltaCom has provided BellSouth in writing the certificate number, company number or docket number, for all states covered by this Agreement. .

1.2 Based upon the certification numbers being provided to BellSouth, BellSouth will file this Agreement with the appropriate commission for approval.

1.3 Except as provided in this Agreement, neither Party shall discontinue or refuse to provide any service provided or required hereunder.

1.4 For products and services purchased pursuant to this Agreement, in the case of a conflict between a provision of this Agreement and a tariff filed by either Party, the conflict shall be resolved in favor of this Agreement.

2. Term of the Agreement

The term of this Agreement shall be five ~~three~~ years, beginning on the Effective Date and shall apply to the BellSouth territory in the state(s) of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina and Tennessee. Notwithstanding any prior agreement of the Parties, the rates, terms and conditions of this Agreement shall not be applied retroactively prior to the Effective Date.

2.1 The Parties agree that by no earlier than two hundred seventy (270) days and no later than one hundred and eighty (180) days prior to the expiration of this Agreement, they shall commence negotiations for a new agreement to be effective beginning on the expiration date of this Agreement ("Subsequent Agreement").

If, within one hundred and thirty-five (135) days of commencing the negotiation referred to in Section above, the Parties are unable to negotiate new terms, conditions and prices for a Subsequent Agreement, either Party may petition the Commission to establish appropriate terms, conditions and prices for the Subsequent Agreement pursuant to 47 U.S.C. 252.

In the event the Commission does not issue its order prior to the expiration date of this Agreement, or if the Parties continue beyond the expiration date of this Agreement to negotiate the Subsequent Agreement without Commission intervention, the terms, conditions and prices ultimately ordered by the Commission, or negotiated by the Parties, will not be effective retroactive to the day following the expiration date of this Agreement but shall be effective as of the effective date as stated in the Subsequent Agreement.

Error! Reference source not found. Until the Subsequent Agreement is ultimately approved by the Commission pursuant to either negotiation or arbitration award, the Parties shall continue to operate pursuant to the rates, terms and conditions of this Agreement.

2. Ordering Procedures

2.1 Detailed procedures for ordering and provisioning BellSouth services are set forth in BellSouth's Local Interconnection and Facility Based Ordering Guide, Resale Ordering Guide, and as set forth in the Attachment 6 of this Agreement, as appropriate. To the extent there is a conflict between the BellSouth Local

Interconnection and Facility Based, Resale Ordering Guide and any specific provisions of this Agreement, the provisions of this Agreement shall control.

2.2 BellSouth has developed electronic systems for placing most resale and some UNE orders. BellSouth has also developed electronic systems for accessing data needed to place orders including valid address, available services and features, available telephone numbers, due date estimation on pre-order and calculation on firm order, and customer service records where applicable. Charges for OSS shall be as set forth in Attachment 1, Exhibit A and Attachment 2 , Exhibit A.

3. Parity

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

3.2 BellSouth shall also provide ITC^DeltaCom with unbundled network elements, and access to those elements. The quality of an unbundled network element, as well as the quality of the access to such unbundled network element, that BellSouth provides to ITC^DeltaCom shall be at least equal in quality to that which BellSouth provides to itself or to any BellSouth subsidiary, affiliate or other carrier. The terms and conditions pursuant to which BellSouth provides access to unbundled network elements, including but not limited to the time within which BellSouth provisions such access to unbundled network elements, shall, at a minimum, be no less favorable to ITC^DeltaCom than the terms and conditions under which BellSouth provisions such elements to itself. Consistent with all applicable rules and regulations, BellSouth shall provide ITC^DeltaCom with pre-ordering, ordering, provisioning, maintenance and repair, and billing functionality at least equal to that which BellSouth provides for its own retail services.

4. Directory Listings

4.1 BellSouth shall make available to ITC^DeltaCom, for ITC^DeltaCom subscribers, nondiscriminatory access to its telephone number and address directory

listings ("Directory Listings"), under the following terms and conditions. In no event shall ITC^DeltaCom subscribers receive Directory Listings that are at less favorable rates, terms or conditions than the rates, terms or conditions that BellSouth provides its subscribers.

4.1.1 BellSouth has delegated certain authority to its affiliate, BellSouth Advertising & Publishing Corporation ("BAPCO"), and has required BAPCO to carry out certain BellSouth obligations imposed by the Act regarding the publication of directories. ITC^DeltaCom and BAPCO have entered into an agreement, which is appended as Attachment 13 to this Agreement and incorporated herein by this reference, regarding BAPCO's treatment of ITC^DeltaCom's end users' directory listing information in directories published by BAPCO. BellSouth shall maintain the Directory Listings database, which includes ITC^DeltaCom's end users' directory listing information, used by BAPCO in publishing such directories in accordance with Section 4.2.1 below. Subject to execution of such agreement between ITC^DeltaCom and BAPCO, BAPCO shall publish directory listings as follows:

4.1.1.1 White Pages Basic Directory Listings. BellSouth shall publish in all BellSouth's white pages Directories at no charge to ITC^DeltaCom or any ITC^DeltaCom Customer one white pages basic Directory Listing for each ITC^DeltaCom Customer for all of such Customer's phone numbers located in the geographic region covered by any white pages Directory. Notwithstanding the foregoing, BellSouth shall not publish any white pages basic Directory Listing for any ITC^DeltaCom Customer whose Directory Listing has been identified as non-published. ITC^DeltaCom will be required to provide to BellSouth the names, addresses and telephone numbers of all ITC^DeltaCom end users that wish to be omitted from directories.

4.1.1.2 Enhanced White Pages Listings. Where BellSouth offers to publish, at no charge, in its white pages directory Enhanced White Pages Listings to its retail customers, BellSouth shall publish such listings, at no charge and under the same terms and conditions, for ITC^DeltaCom for its end users. Where BellSouth charges its retail customers for Enhanced White Pages Listings, BellSouth shall publish such listings under the same terms and conditions to ITC^DeltaCom for its Customers at the applicable wholesale discount set forth in Attachment 1.

4.1.1.3 Yellow Pages Basic Directory Listings. Where BellSouth offers to publish in its Yellow Pages Directory free Yellow Pages listings to its retail end users, BellSouth shall publish such listings, at no charge

and under the same terms and conditions to ITC^DeltaCom for its end users. Where BellSouth charges business customers for Yellow Pages basic Directory Listings, BellSouth shall provide one Yellow Pages basic Directory Listing for each ITC^DeltaCom end user, who subscribes to business services, at BellSouth tariffed rates at the applicable wholesale discount set forth in Attachment 1. BellSouth shall not provide "lead" information on ITC^DeltaCom end users to its Yellow Pages directory publishing Affiliate without written permission from ITC^DeltaCom.

4.1.2 Treatment of Directory Listings. BellSouth shall treat all Directory Listings with the same level of confidentiality that BellSouth accords its own directory listing information, and BellSouth shall limit access to ITC^DeltaCom's end user proprietary confidential directory information to those BellSouth employees who are involved in the preparation of listings. Directory Listings of ITC^DeltaCom Customers shall be alphabetically commingled with the Directory Listings of all other telecommunications carriers, including BellSouth. All Directory Listings published by BellSouth will be as accurate and complete as BellSouth's own listings or those of its Affiliates.

Reserved Rights. ITC^DeltaCom reserves the right to withhold Directory Listing information from BellSouth if BellSouth charges ITC^DeltaCom a rate for inclusion of ITC^DeltaCom's unlisted numbers in the BellSouth directory databases exceeding the BellSouth retail tariffed charge for unlisted numbers.

4.2 Directory Listings Database

4.2.1 Maintenance. BellSouth shall maintain a Directory Listings database that shall include the directory listings of BellSouth, ITC^DeltaCom and any other carrier for whom BellSouth has agreed to publish Directory Listings. ITC^DeltaCom and BellSouth shall cooperate to ensure that Directory Listing information relating to ITC^DeltaCom end user is delivered to BellSouth and reflected in such database in a timely and accurate manner (and in no event in a manner that is less timely or accurate than the manner in which BellSouth's Directory Listings database is updated for information relating to BellSouth's end user). Data should be generated from the local service order process and other data feeds for facility-based carriers and should be subject to the same rigorous edits that are applied to BellSouth local service orders. BellSouth shall use all commercially reasonable efforts to maintain the Directory Listings database in good order. BellSouth shall advise ITC^DeltaCom as soon as possible, but in no event fewer than six (6) months in advance, of

any changes in the maintenance of the Directory Listings database or any mechanisms or interfaces, whether industry standard or not, pursuant to which BellSouth will provide Directory Listings to ITC^DeltaCom.

4.2.2 Third Party Access to Directory Listings Database. ITC^DeltaCom authorizes BellSouth to provide Directory Listings of ITC^DeltaCom end user to third parties on terms and conditions that comport with the Communications Act and the relevant FCC rules and orders and on the same terms and conditions applicable to the release of Directory Listings of BellSouth end users to third parties. This data shall not be used for any other purpose than publishing a directory.

4.2.3 Co-operation. ITC^DeltaCom and BellSouth agree to co-operate in good faith to resolve any issue regarding a Directory Listing raised by an ITC^DeltaCom end user (e.g., publication of a nonpublished Directory Listing, etc.) Upon request by either party, ITC^DeltaCom and BellSouth will in good faith mutually develop a process for escalating and resolving such issues.

4.13 Credits for Errors:
BellSouth shall provide a credit for errors and omissions in directory listings caused by BellSouth equal to that BellSouth provides its retail customers.

6. Liability and Indemnification

6.1 BellSouth Liability. BellSouth shall take financial responsibility for its own actions in causing, or its lack of action in preventing, unbillable or uncollectible ITC^DeltaCom revenues.

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

6.3 Limitation of Liability.

6.3.1 With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by ITC^DeltaCom, any ITC^DeltaCom customer or by any other person or entity, for damages associated with any of the services provided by

BellSouth pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Part A, BellSouth's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. With respect to any claim or suit, whether based in contract, tort or any other theory of legal liability, by BellSouth, any BellSouth customer or by any other person or entity, for damages associated with any of the services provided by ITC^DeltaCom pursuant to or in connection with this Agreement, including but not limited to the installation, provision, preemption, termination, maintenance, repair or restoration of service, and subject to the provisions of the remainder of this Part A, ITC^DeltaCom's liability shall be limited to an amount equal to the proportionate charge for the service provided pursuant to this Agreement for the period during which the service was affected. Notwithstanding the foregoing, claims for damages by ITC^DeltaCom, any ITC^DeltaCom customer or any other person or entity resulting from the gross negligence or willful misconduct of BellSouth and claims for damages by ITC^DeltaCom resulting from the failure of BellSouth to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability. Likewise, claims for damages by BellSouth, any BellSouth customer or any other person or entity resulting from the gross negligence or willful misconduct of ITC^DeltaCom and claims for damages by BellSouth resulting from the failure of ITC^DeltaCom to honor in one or more material respects any one or more of the material provisions of this Agreement shall not be subject to such limitation of liability.

6.3.2 Limitations in Tariffs. Subject to the provisions of 6.3.1, a Party may, in its sole discretion, provide in its tariffs and contracts with its Customer and third parties that relate to any service, product or function provided or contemplated under this Agreement, that to the maximum extent permitted by Applicable Law, such Party shall not be liable to Customer or third Party for (i) any Loss relating to or arising out of this Agreement, whether in contract, tort or otherwise, that exceeds the amount such party would have charged that applicable person for the service, product or function that gave rise to such Loss and (ii) Consequential Damages. To the extent that a Party elects not to place in its tariffs or contracts such limitations of liability, and the other Party incurs a Loss as a result thereof, such Party shall indemnify and reimburse the other Party for that portion of the Loss that would have been limited had the first Party included in its tariffs and contracts the limitations of liability that such other Party included in its own tariffs at the time of such Loss.

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

6.3.4 Under no circumstance shall a Party be responsible or liable for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or performance of equipment or software, or the loss of use of software or equipment, or accessories attached thereto, delay, error, or loss of data. In connection with this limitation of liability, each Party recognizes that the other Party may, from time to time, provide advice, make recommendations, or supply other analyses related to the Services, or facilities described in this Agreement, and, while each Party shall use diligent efforts in this regard, the Parties acknowledge and agree that this limitation of liability shall apply to provision of such advice, recommendations, and analyses.

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

6.5 Disclaimer. EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES, OR FACILITIES PROVIDED UNDER THIS AGREEMENT. THE PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE,

ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE.

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

6.7 Neither Party accepts responsibility to any person for any unlawful act committed by the other Party, or that other Parties' End Users, as part of providing service to that other Party.

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

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

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

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

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

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

8. Intellectual Property Rights and Indemnification

8.1 No License. No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ITC^DeltaCom is strictly prohibited from any use, including but not limited to in sales, in marketing or advertising of telecommunications services, of any BellSouth name, service mark or trademark.

8.2 Ownership of Intellectual Property. Any intellectual property, which originates from or is developed by a Party shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent necessary for the Parties to use any facilities or equipment (including software) or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. It is the responsibility of each Party to ensure at no additional cost to the other Party that it has obtained any necessary licenses in relation to intellectual property of third Parties used in its network that may be required to enable the other Party to use any facilities or equipment (including software), to receive any service, or to perform its respective obligations under this Agreement.

8.3 Indemnification. The Party providing a service pursuant to this Agreement will defend the Party receiving such service or data provided as a result of such service against claims of infringement arising solely from the use by the receiving Party of such service and will indemnify the receiving Party for any damages awarded based solely on such claims in accordance with Section 6 of this Agreement.

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

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

8.4 Claim of Infringement. In the event that use of any facilities or equipment (including software), becomes, or in reasonable judgment of the Party who owns the affected network is likely to become, the subject of a claim, action, suit, or proceeding based on intellectual property infringement, then said Party shall promptly and at its sole expense, but subject to the limitations of liability set forth below:

8.4.1 modify or replace the applicable facilities or equipment (including software) while maintaining form and function, or

8.4.2 obtain a license sufficient to allow such use to continue.

8.4.3 In the event 8.4.1 or 8.4.2 are commercially unreasonable, then said Party may, terminate, upon reasonable notice under the circumstances, this contract with respect to use of, or services provided through use of, the affected facilities or equipment (including software), but solely to the extent required to avoid the infringement claim.

8.5 Exception to Obligations. Neither Party's obligations under this Section shall apply to the extent the infringement is caused by: (i) modification of the facilities or equipment (including software) by the indemnitee; (ii) use by the indemnitee of the facilities or equipment (including software) in combination with equipment or facilities (including software) not provided or authorized by the indemnitor provided the facilities or equipment (including software) would not be infringing if used alone; (iii) conformance to specifications of the indemnitee which would necessarily result in infringement; or (iv) continued use by the indemnitee of the affected facilities or equipment (including software) after being placed on notice to discontinue use as set forth herein.

8.6 Exclusive Remedy. The foregoing shall constitute the Parties' sole and exclusive remedies and obligations with respect to a third party claim of intellectual property infringement arising out of the conduct of business under this agreement.

9. Treatment of Proprietary and Confidential Information

9.1 All confidential or proprietary information disclosed by either Party during the negotiations and the term of this Agreement shall be protected by the Parties in accordance with the terms of this Section 9. All information which is disclosed by one Party ("Disclosing Party") to the other ("Recipient") in connection with this Agreement, or acquired in the course of performance of this Agreement, shall be deemed confidential and proprietary to the Disclosing Party and subject to this Agreement, such information including but not limited to, network, financial, marketing, and staffing information, proposals, requests for proposals, business plans, strategic information, specifications, costs, procedures, processes, business systems, software programs, orders for services, customer account data, call detail records, usage information in form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC (collectively, Disclosing Party's "Confidential Information").

9.1.1 Recipient shall (i) use Confidential Information only for the purpose of performing under this Agreement, (ii) hold Confidential Information in confidence and disclose it only to employees who have a need to know it in order to perform under this Agreement, and (iii) safeguard Confidential Information from unauthorized use or disclosure using no less than the degree of care with which Recipient safeguards its own Confidential Information. If Recipient wishes to disclose the Disclosing Party's Confidential Information to a third party agent or consultant in order to perform Recipient's obligations hereunder, such third party shall have executed a written agreement comparable in scope to the terms of this Section 9.

9.1.1.1 Notwithstanding the provisions of subsection 9.1.1, under no circumstances will BellSouth disclose ITC^DeltaCom's Confidential Information to, or permit access to ITC^DeltaCom's Confidential Information by, the retail operations or any employee thereof, or the retail customer representatives of, BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, and BellSouth and any BellSouth Affiliate shall take all reasonable actions to protect ITC^DeltaCom's Confidential Information. In the event that the retail operations, any employees thereof, or retail customer representatives of BellSouth or any BellSouth Affiliate, or any independent contractors to any of the foregoing, possess or have knowledge of any ITC^DeltaCom Confidential Information, ITC^DeltaCom bears the burden of showing that the actions taken by BellSouth to protect the Confidential Information were not reasonable.

9.1.2 Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) which becomes publicly known or available through no breach of this Agreement by Recipient, (iii) which is lawfully acquired by Recipient free of restrictions on its disclosure, (iv) which is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential Information had not been previously disclosed, or (v) which Disclosing Party in writing authorizes Recipient to disclose without restriction. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Disclosing Party has been notified of the requirement promptly after Recipient becomes aware of the requirement, and provided that Recipient undertakes all lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

9.1.3 Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Section 9 by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this Section 9. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

9.2 CPNI related to ITC^DeltaCom's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be ITC^DeltaCom's Confidential Information and may not be used by BellSouth for any purpose except performance of its obligations under this Agreement, and in connection with such performance, shall be disclosed only to employees with a need to know, unless the ITC^DeltaCom customer expressly directs ITC^DeltaCom to disclose such information to BellSouth pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, BellSouth may use or disclose only such information as ITC^DeltaCom provides pursuant to such authorization and may not use information that BellSouth has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement. CPNI related to BellSouth's customers obtained by virtue of Local Interconnection or any other Service provided under this Agreement shall be BellSouth's Confidential Information and may not be used by ITC^DeltaCom for any purpose except performance of its obligations under this Agreement, and in connection with such performance shall be disclosed only to employees with a

need to know, unless the BellSouth customer expressly directs BellSouth to disclose such information to ITC^DeltaCom pursuant to the requirements of Section 222(c)(2) of the Act. In the event such authorization is obtained, ITC^DeltaCom may use or disclose only such information as BellSouth provides pursuant to such authorization and may not use information that ITC^DeltaCom has otherwise obtained, directly or indirectly, in connection with its performance under this Agreement.

9.2.1 Except as otherwise expressly provided in this Section 9, nothing herein shall be construed as limiting the rights of either Party with respect to its customer information under any applicable law, including without limitation Section 222 of the Act.

9.3 **Publicity**

9.3. 1 Unless otherwise mutually agreed upon, neither Party shall publish or use the other Party's logo, trademark, service mark, name, language, pictures, or symbols or words from which the other Party's name may reasonably be inferred or implied in any product, service, advertisement, promotion, or in connection with any sales or marketing activity or any other publicity matter. 9.3.2 Neither Party shall produce, publish or distribute any press release or other publicity referring to the other Party or its Affiliates, or announcing the execution or discussing the terms of this Agreement without prior notice to the other Party. In no event shall either Party mischaracterize the contents of this Agreement in any public statement or in any representation to a governmental entity or member thereof.

9.4 The Parties' rights and obligations under this Section 9 shall survive and continue in effect until four (4) years after the expiration or termination date of this Agreement with regard to all Confidential Information exchanged during the term of this Agreement. Thereafter, the parties' rights and obligations hereunder survive and continue in effect with respect to any Information that is a trade secret under applicable law.

10. **Assignments**

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

11. **Resolution of Disputes**

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

12. **Limitation of Use**

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

13. **Taxes**

13.1.1 Any Federal, state or local excise, license, sales, use or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other party. Any such taxes shall be shown as separate items on applicable billing documents between the Parties. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party obligated to pay any such taxes

may contest the same and shall be entitled to the benefit of any refund or recovery. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing, records, testimony, and such additional information or assistance as may reasonably be necessary to pursue the contest.

14. **Force Majeure**

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

15. **Modification of Agreement**

Notwithstanding the provisions of Section 16. BellSouth shall make available to ITC^DeltaCom, pursuant to 47 USC 252, the FCC rules and regulations and the Supreme Court Order in AT&T Corporation v. Iowa Utilities Board regarding such availability, any interconnection, service or network element provided under any other agreement filed and approved pursuant to 47 USC § 252. Individual interconnection, service, or network element arrangements shall remain available for use by ITC^DeltaCom pursuant to 47. CFR 51.809 for a reasonable period of time after the approved agreement is available for public inspection under section 252(f) of the Act. The adopted interconnection, service, or network element and agreement shall apply to the same state(s) as such other agreement In the event that ITC^DeltaCom notifies BellSouth of its intent to modify the Agreement, pursuant to this section with no modifications, BellSouth shall provide ITC^DeltaCom an amendment for review within thirty (30) calendar days from

receipt of ITC^DeltaCom's initial request or as mutually agreed upon by the Parties.

15.2 No modification, amendment, supplement to, or waiver of the Agreement or any of its provisions shall be effective and binding upon the Parties unless it is made in writing and duly signed by the Parties.

15.3 Execution of this Agreement by either Party does not confirm or infer that the executing Party agrees with any decision(s) issued pursuant to the Telecommunications Act of 1996 and the consequences of those decisions on specific language in this Agreement. Neither Party waives its rights to appeal or otherwise challenge any such decision(s) and each Party reserves all of its rights to pursue any and all legal and/or equitable remedies, including appeals of any such decision(s).

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

15.5 If any provision of this Agreement, or the application of such provision to either Party or circumstance, shall be held invalid, the remainder of the Agreement, or the application of any such provision to the Parties or circumstances other than those to which it is held invalid, shall not be effective thereby, provided that the Parties shall attempt to reformulate such invalid provision to give effect to such portions thereof as may be valid without defeating the intent of such provision.

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

16. 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 space for collocation was related to the provision of interconnection and unbundled network elements under this Agreement as set forth in Attachment 4 and is governed by the other applicable attachments to this Agreement. The Parties further acknowledge that this Agreement is intended to constitute a single transaction, and that the obligations of the Parties under this Agreement are interdependent.

17. Waivers

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

18. Governing Law

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

19. Arm's Length Negotiations

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

20. Notices

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

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street
Birmingham, Alabama 35203

and

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

ITC^DeltaCom Communications, Inc

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

and

Director – Regulatory Affairs
4092 S. Memorial Parkway
Huntsville, AL 35802

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

20.2 Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

20.3 BellSouth shall provide ITC^DeltaCom 45-day advance notice via Internet posting of price changes and of changes to the terms and conditions of services available for resale. To the extent that revisions occur between the time BellSouth notifies ITC^DeltaCom of changes under this Agreement and the time the changes are scheduled to be implemented, BellSouth will immediately notify ITC^DeltaCom of such revisions consistent with its internal notification process. ITC^DeltaCom may not hold BellSouth responsible for any cost incurred as a result of such revisions, unless such costs are incurred as a result of BellSouth's intentional misconduct. ITC^DeltaCom may not utilize any notice given under this subsection concerning a service to market resold offerings of that service in advance of BellSouth.

21. Discontinuance of Service

Each Party reserves the right to suspend or terminate service in the event of prohibited, unlawful or improper use of facilities or service pursuant to regulatory or legal authorities, for which it is purchasing services or in the event of nonpayment of undisputed billing for services in accordance with Attachment 7 of this Agreement.

22. Rule of Construction

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

23. Headings of No Force or Effect

The headings of Articles and Sections of this Agreement are for convenience of reference only, and shall in no way define, modify or restrict the meaning or interpretation of the terms or provisions of this Agreement.

24. Multiple Counterparts

This Agreement may be executed multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute but one and the same document.

25. Filing of Agreement

Upon execution of this Agreement it shall be filed with the appropriate state regulatory agency pursuant to the requirements of Section 252 of the Act, and the Parties shall share equally any filing fees therefore. If the regulatory agency imposes any filing or public interest notice fees regarding the filing or approval of the Agreement, the Parties shall be responsible for publishing the required notice and the publication and/or notice costs shall be shared equally by the Parties.

2.226. **Compliance with Applicable Law**

Each Party shall comply at its own expense with applicable law.

27. **Necessary Approvals**

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

28. **Good Faith Performance**

Each Party shall act in good faith in its performance under this Agreement and, in each case in which a Party's consent or agreement is required or requested hereunder, such Party shall not unreasonably withhold or delay such consent or agreement.

29. **Nonexclusive Dealings**

This Agreement does not prevent either Party from providing or purchasing services to or from any other person.

30. **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.

31. Establishment of Service

Each Party shall be liable for any applicable charge as set forth in each Parties' respective Access Tariff for the unauthorized change in local service to that Party pursuant to applicable State Commission or FCC slamming liability rules.

31.1 This Agreement includes Attachments with provisions for the following:

Resale
Network Elements and Other Services
Network Interconnection
Collocation
Access to Numbers and Number Portability
Pre-Ordering, Ordering, Provisioning, Maintenance and Repair
Billing
Rights-of-Way, Conduits and Pole Attachments
Performance Measurements
BellSouth Disaster Recovery Plan
Bona Fide Request/New Business Request Process

31.2 The following services are included as options for purchase by ITC^DeltaCom pursuant to the terms and conditions set forth in this Agreement. If ITC^DeltaCom elects to purchase one of the services, ITC^DeltaCom will provide a written request to its Local Contract Manager if applicable. To the extent ITC^DeltaCom currently purchases the following options, ITC^DeltaCom is not required to provide a new written request to its Local Contract Manager.

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)
LNP Data Base Query Service

31.3 This Agreement and its Attachments, incorporated herein by this reference, sets forth the entire understanding and supersedes prior agreements between the

Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party shall be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby. Except as other wise provided in Attachment 4, Section, any orders placed under prior agreements between the Parties shall be governed by the terms of this Agreement and the Parties agree 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.

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

BellSouth Telecommunications, Inc.

_____
Signature

_____
Name

_____
Title

_____
Date

ITC^DeltaCom Communications, Inc. d/b/a ITC^DeltaCom

_____
Signature

_____
Name

_____
Title

_____
Date

RESALE

1.0 Discount Rates

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

2.0 Definition of Terms

2.1 CUSTOMER OF RECORD means the entity responsible for placing application for service; requesting additions, rearrangements, maintenance or discontinuance of service; payment in full of charges incurred such as non-recurring, monthly recurring, toll, directory assistance, etc.

2.2 DEPOSIT means assurance provided by a customer in the form of cash, surety bond or bank letter of credit to be held by BellSouth.

2.3 END USER means the ultimate user of the telecommunications services.

2.4 END USER CUSTOMER LOCATION means the physical location of the premises where an end user makes use of the telecommunications services.

2.5 NEW SERVICES means functions, features or capabilities that are not currently offered by BellSouth. This includes packaging of existing services or combining a new function, feature or capability with an existing service.

2.6 COMPETITIVE LOCAL EXCHANGE COMPANY (CLEC) means a telephone company certificated by the public service commissions of BellSouth's franchised area to provide local exchange service within BellSouth's franchised area.

2.7 RESALE means an activity wherein a certificated CLEC, such as ITC^DeltaCom subscribes to the telecommunications services of BellSouth and then reoffers those telecommunications services to the public (with or without "adding value").

2.8 RESALE SERVICE AREA means the area, as defined in a public service commission approved certificate of operation, within which an CLEC, such as ITC^DeltaCom, may offer resold local exchange telecommunications service.

3.0 General Provisions

3.1 ITC^DeltaCom may resell the tariffed local exchange and toll telecommunications services of BellSouth contained in the General Subscriber Service Tariff and Private Line Service Tariff subject to the terms, and conditions specifically set forth herein. Notwithstanding the foregoing, the exclusions and limitations on services available for resale will be as set forth in Exhibit B, attached hereto and incorporated herein by this reference.

3.2 BellSouth shall make available telecommunications services for resale at the rates set forth in Exhibit A to this agreement and subject to the exclusions and limitations set forth in Exhibit B to this agreement. Neither Party waives its right to appeal or otherwise challenge any decision regarding resale that resulted in the discount rates contained in Exhibit A or the exclusions and limitations contained in Exhibit B. Both Parties reserve the right to pursue any and all legal and/or equitable remedies, including appeals of any decisions. If such appeals or challenges result in changes in the discount rates or exclusions and limitations, the parties agree that appropriate modifications to this Agreement will be made promptly to make its terms consistent with the outcome of the appeal.

3.3 ITC^DeltaCom may purchase resale services from BellSouth for its own use in operating its business. The resale discount will apply to those services under the following conditions:

3.3.1 ITC^DeltaCom must resell services to other end users.

3.3.2 ITC^DeltaCom must order services through the LCSC and/or appropriate Resale Account Teams.

3.3.3 ITC^DeltaCom cannot be a competitive local exchange telecommunications company for the single purpose of selling to themselves.

3.4 The provision of services by BellSouth to ITC^DeltaCom does not constitute a joint undertaking for the furnishing of any service.

3.5 ITC^DeltaCom will be the customer of record for all services purchased from BellSouth. Except as specified herein, BellSouth will take orders from, bill and expect payment from ITC^DeltaCom for all services.

3.6 ITC^DeltaCom will be BellSouth's single point of contact for all services purchased pursuant to this Agreement. BellSouth shall have no contact with the end user except to the extent provided for herein.

3.7 BellSouth will continue to bill the end user for any services that the end user specifies it wishes to receive directly from BellSouth. The Parties shall not restrict the customer's choice of using other telecommunications carriers and their services.

3.8 BellSouth maintains the right to serve directly any end user within the service area of ITC^DeltaCom. BellSouth will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with end users of ITC^DeltaCom.

3.9 Neither Party shall interfere with the right of any person or entity to obtain service directly from the other Party. Neither Party, its employees, nor its subcontractors shall make disparaging comments regarding the other Party or its services to end-users.

3.10 Where BellSouth provides local switching or resold services to ITC^DeltaCom, BellSouth will provide ITC^DeltaCom with on line access to intermediate telephone numbers as defined by applicable FCC rules and regulations on a first come first served basis. ITC^DeltaCom acknowledges that such access to

numbers shall be in accordance with the appropriate FCC rules and regulations. ITC^DeltaCom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular Common Language Location Identifier Code (CLLIC); and in such instances, ITC^DeltaCom shall return unused intermediate telephone numbers to BellSouth upon BellSouth's request. BellSouth shall make all such requests on a nondiscriminatory basis.

3.11 BellSouth will allow ITC^DeltaCom to designate up to 100 intermediate telephone numbers per CLLIC, for ITC^DeltaCom's sole use. Assignment, reservation and use of telephone numbers shall be governed by applicable FCC rules and regulations. ITC^DeltaCom acknowledges that there may be instances where there is a shortage of telephone numbers in a particular CLLIC and BellSouth has the right to limit access to blocks of intermediate telephone numbers. These instances include: 1) where jeopardy status has been declared by the North American Numbering Plan (NANP) for a particular Numbering Plan Area (NPA); or 2) where a rate center has less than six months supply of numbering resources. ITC^DeltaCom may resell BellSouth services only within the specific resale service area as defined in its certificate(s) of authority as a local telecommunications carrier.

3.12 911- BellSouth shall provide to ITC^DeltaCom 911 and E911 emergency call routing services at parity with BellSouth.

3.13 Customer Service Functions-Except as otherwise provided in this Agreement, ITC^DeltaCom shall be the single point of contact for all ITC^DeltaCom end users.

3.14 BellSouth shall refer all questions regarding ITC^DeltaCom service or product directly to ITC^DeltaCom. BellSouth shall use its best efforts to ensure that all BellSouth representatives who receive inquiries regarding ITC^DeltaCom services do not in any way disparage or discriminate against ITC^DeltaCom or its products or services.

3.15 The same quality standards that BellSouth requires of its employees when contacting BellSouth end users (e.g. honesty, respect, and courtesy) shall apply when its employees are in contact with ITC^DeltaCom end users.

3.16 In Tennessee, if ITC^DeltaCom does not resell Lifeline services to any end users, and if ITC^DeltaCom agrees to order an appropriate Operator Services/Directory Services block as set forth in BellSouth's General Subscriber Services Tariff, the discount shall be 21.56%.

3.16.1 In the event ITC^DeltaCom resells Lifeline service to any end user in Tennessee, BellSouth will begin applying the 16% discount rate to all services. Upon ITC^DeltaCom and BellSouth's implementation of a billing arrangement whereby a separate Master Account (Q-account) associated with a separate Operating Customer Number (OCN) is established for billing of Lifeline service end users, the discount shall be applied as set forth in 3.1.2 preceding for the non-Lifeline affected Master Account (Q-account).

3.16.2 ITC^DeltaCom must provide written notification to BellSouth within 30 days prior to providing its own operator services/directory services or orders the appropriate operator

services/directory assistance blocking, to qualify for the higher discount rate of 21.56%.

3.17 Service Ordering and Operational Support Systems (OSS)

3.17.1 ITC^DeltaCom must order services through resale interfaces, i.e., the Local Carrier Service Center (LCSC) and/or appropriate Complex Resale Support Group (CRSG). BellSouth has developed and made available interactive interfaces by which ITC^DeltaCom may submit LSRs electronically as set forth in Attachment 6 of this Agreement. Service orders will be in a standard format designated by BellSouth. BellSouth OSS interfaces shall provide ITC^DeltaCom with the same process and system capabilities for residential and business services. BellSouth shall not require ITC^DeltaCom to develop distinct processes or OSS interfaces by class of service. BellSouth may only charge manual non-recurring ordering charges if it does not provide an electronic ordering process for its retail representatives.LSRs submitted by means of one of these interactive interfaces will incur an OSS electronic charge as set forth in Exhibit E to this Agreement. An individual LSR will be identified for billing purposes by its Purchase Order Number (PON). LSRs submitted by means other than one of these interactive interfaces (Mail, fax, courier, etc.) will incur a manual order charge as set forth in Exhibit E to this Agreement. Supplements or clarifications to a previously billed LSR will not incur another OSS charge. In the event that BellSouth's OSS interfaces experience unscheduled downtime requiring ITC^DeltaCom to submit an LSR manually, ITC^DeltaCom will incur the mechanized OSS charge in lieu of the manual OSS charge provided that ITC^DeltaCom follows the procedures outlined in BellSouth's Business Rules for Local Ordering that address system outages and associated OSS charges.

3.17.2 Denial/Restoral OSS Charge. In the event <<customer_name>> provides a list of customers to be denied and restored, rather than an LSR, each location on the list will require a separate PON and therefore will be billed as one LSR per location.

3.17.3 Cancellation OSS Charge. ITC^DeltaCom will incur an OSS charge for an accepted LSR that is later canceled.

3.17.4 Disconnection Charge/Change in Service Provider Charge.

ITC^DeltaCom shall bill BellSOuth a Disconnection Charge contained in Exhibit E for administrative costs associated with the disconnection of an account that returns to BellSouth

4.0 Restrictions on Provision of Service

4.1 Service is furnished subject to the condition that it will not be used for any unlawful purpose.

4.2Service will be discontinued if any law enforcement agency advises that the service being used is in violation of the law.

4.3BellSouth can refuse service when it has grounds to believe that service will be used in violation of the law.

4.4The characteristics and methods of operation of any circuits, facilities or equipment provided by any person or entity other than BellSouth shall not:

4.5.1 Interfere with or impair service over any facilities of BellSouth, its affiliates, or its connecting and concurring carriers involved in its service;

4.5.2 Cause damage to BellSouth's plant;

4.5.3 Impair the privacy of any communications; or

4.5.4 Create hazards to any employees or the public.

4.6 Current telephone numbers may normally be retained by the end user. ITC^DeltaCom has no property right to the telephone number or any other call number designation associated with services furnished by BellSouth, and no right to the continuance of service through any particular central office. BellSouth reserves the right to change such numbers, or the central office designation associated with such numbers, or both, whenever BellSouth deems it necessary to do so in the conduct of its business any such changes will be implemented in a nondiscriminatory manner.

4.7 No patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Agreement. ITC^DeltaCom is strictly prohibited from any use, including but not limited to sales, marketing or advertising, of any BellSouth name or trademark.

5.0 BellSouth's Provision of Services to ITC^DeltaCom

5.1 ITC^DeltaCom agrees that its resale of BellSouth services shall be as follows:

5.1.1 The resale of telecommunications services shall be limited to users and uses conforming to the class of service restrictions.

5.1.2 Hotel and Hospital PBX service are the only telecommunications services available for resale to Hotel/Motel and Hospital end users, respectively. Similarly, Access Line Service for Customer Provided Coin Telephones is the only local service available for resale to Independent Payphone Provider (IPP) customers. Shared Tenant Service customers can only be sold those telecommunications services available in BellSouth Shared Tenant Service Tariff

5.1.3 ITC^DeltaCom is prohibited from furnishing both flat and measured rate service on the same business premises to the same subscribers (end users) as stated in A2 of BellSouth's Tariff except for backup service as indicated in the applicable state tariff Section A3.

5.2 BellSouth reserves the right to periodically audit services purchased by ITC^DeltaCom to establish authenticity of use. Such audit shall not occur more than once in a calendar year. ITC^DeltaCom shall make any and all records and data available to BellSouth or BellSouth's auditors on a reasonable basis. BellSouth shall bear the cost of said audit.

5.3 Resold services can only be used in the same manner as specified in BellSouth's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual end user of BellSouth in the appropriate section of BellSouth's Tariffs. Specific tariff features, e.g. a usage allowance per month, shall not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one end user customer except as specified in BellSouth's Tariff referring to Shared Tenant Service

5.4 BellSouth may provide any service or facility for which a charge is not established herein, as long as it is offered on the same terms to ITC^DeltaCom.

5.5 White page directory listings will be provided in accordance with Section 4 of the General Terms and Conditions and with the regulations set forth in Section A6 of the General Subscriber Service Tariff.

5.6 Where available to BellSouth's end users, BellSouth shall provide the following telecommunications services at a discount to allow for voice mail services:

- Simplified Message Desk Interface – Enhanced ("SMDI-E")
- Simplified Message Desk Interface ("SMDI") Message Waiting Indicator ("MWI") stutter dialtone and message waiting light feature capabilities.
- Call Forward on Busy/Don't Answer ("CF-B/DA")
- Call Forward on Busy ("CF/B")
- Call Forward Don't Answer ("CF/DA")

Further, BellSouth messaging services set forth in BellSouth's Messaging Service Information Package shall be made available for resale without the wholesale discount.

5.7 BellSouth's Inside Wire Maintenance Service Plan may be made available for resale at rates, terms and conditions as set forth by BellSouth and without the wholesale discount.

5.8 BellSouth will provide customer record information to ITC^DeltaCom provided ITC^DeltaCom has either executed a blanket agency agreement or has the appropriate Letter(s) of Authorization. BellSouth shall provide customer record information via an electronic interface and in accordance with the provisions of Attachment 6.

5.9 Telephone numbers transmitted via any resold service feature are intended solely for the use of the end user of the feature. Resale of this information is prohibited.

6.0 Operations Support Systems Functions

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

6.2 As provided in Section 3 of the General Terms and Conditions and Attachment 6, BellSouth shall provide ITC^DeltaCom, at its request, non-discriminatory access to BellSouth's OSS functions for pre-ordering, ordering, provisioning, maintenance and repair, and billing. Such OSS functions shall be equal in quality and provisioned with the same timeliness as provided by BellSouth to itself or to any Subsidiary, Affiliate or any other Telecommunications Carrier to which BellSouth provides the OSS functions.

6.3 Charges for use of OSS shall be as set forth in Exhibit A of this Attachment and in Attachment 11 of this Agreement.

7.0 Maintenance of Services

7.1 ITC^DeltaCom will adopt and adhere to the standards contained in the applicable BellSouth Work Center Interface Agreement regarding maintenance and installation of service.

7.2Services resold under BellSouth's Tariffs and facilities and equipment provided by BellSouth shall be maintained by BellSouth

7.3 ITC^DeltaCom or its end users may not rearrange, move, disconnect, remove or attempt to repair any facilities owned by BellSouth, other than by connection or disconnection to any interface means used, except with the written consent of BellSouth.

7.4 ITC^DeltaCom accepts responsibility to notify BellSouth of situations that arise that may result in a service problem.

7.5 ITC^DeltaCom will be BellSouth's single point of contact for all repair calls on behalf of ITC^DeltaCom's end users. The parties agree to promptly provide one another with toll-free contact numbers for such purposes.

7.6 ITC^DeltaCom will contact the appropriate repair centers in accordance with reasonable procedures established by BellSouth

7.7 For all repair requests, ITC^DeltaCom accepts responsibility for adhering to BellSouth's reasonable prescreening guidelines prior to referring the trouble to BellSouth.

7.8 BellSouth will bill ITC^DeltaCom for handling troubles that are found not to be in BellSouth's network pursuant to its standard time and material charges. The standard time and material charges will be no more than what BellSouth charges to its retail customers for the same services.

7.9 BellSouth reserves the right to contact ITC^DeltaCom's customers, if deemed necessary, for maintenance purposes.

7.10 Facilities and/or equipment utilized by BellSouth to provide service to ITC^DeltaCom remain the property of BellSouth.

8.0 Establishment of Service

8.1If ITC^DeltaCom has not already done so, after receiving certification as a local exchange company from the appropriate regulatory agency, ITC^DeltaCom will provide the appropriate Company service center the necessary documentation to enable BellSouth to establish a master account for ITC^DeltaCom. Such documentation shall include the Application for Master Account, proof of authority to provide telecommunications services, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable. BellSouth.

8.2 Service orders will be in a standard format designated by BellSouth.

8.3 BellSouth will not require end user confirmation prior to establishing service for ITC^DeltaCom's end user customer. ITC^DeltaCom must, however, be able to

demonstrate end user authorization upon request.

8.4ITC^DeltaCom will be the single point of contact with BellSouth for all subsequent ordering activity resulting in additions or changes to resold services except that BellSouth will accept a request directly from the end user for conversion of the end user's service from ITC^DeltaCom to BellSouth or will accept a request from another CLEC for conversion of the end user's service from ITC^DeltaCom to the other LEC. BellSouth will promptly notify ITC^DeltaCom that such a request has been processed.

8.5BellSouth shall take orders for resale from ITC^DeltaCom provided the deposit requirements of Section 1.11 of Attachment 7 to this Agreement are met.

8.6The Parties will adopt and adhere to the BellSouth guidelines associated with each method of providing customer record information.

9.0 Standards of Performance

9.1 BellSouth shall provide Resale Services to ITC^DeltaCom (i) in accordance with Attachment 10 hereto and (ii) as required by the FCC or the applicable State Commission.

11. Payment And Billing Arrangements

11.1 If ITC^DeltaCom has not already done so, prior to submitting orders to BellSouth for local service, a master account must be established for ITC^DeltaCom. ITC^DeltaCom is required to provide the following before a master account is established: proof of PSC/PUC certification, the Application for Master Account, an Operating Company Number ("OCN") assigned by the National Exchange Carriers Association ("NECA") and a tax exemption certificate, if applicable.

11.2 BellSouth shall bill ITC^DeltaCom on a current basis all applicable charges and credits.

11.3 Payment of all charges will be the responsibility of ITC^DeltaCom. ITC^DeltaCom shall make payment to BellSouth for all services billed. BellSouth is not responsible for payments not received by ITC^DeltaCom from ITC^DeltaCom's customer. BellSouth will not become involved in billing disputes that may arise between ITC^DeltaCom and its customer. Payments made to BellSouth as payment on account will be credited to an accounts receivable master account and not to an end user's account.

11.4BellSouth will render bills each month on established bill days for each of ITC^DeltaCom's accounts.

12. Discontinuance of Service

12.1 The procedures for discontinuing service to an end user are as follows:

12.1.1. Where possible, BellSouth will deny service to ITC^DeltaCom's end user on behalf of, and at the request of, ITC^DeltaCom. Upon restoration of the end user's service, restoral charges will apply and will be the responsibility of ITC^DeltaCom. If within fifteen days after an end user's service has been denied no contact has been made in reference to restoring service, the end user's service will be disconnected.

12.1.2. At the request of ITC^DeltaCom, BellSouth will disconnect a ITC^DeltaCom end user

customer.

12.1.3. All requests by ITC^DeltaCom for denial or disconnection of an end user for nonpayment must be in writing or via the electronic interface established pursuant to Attachment 6 to the Agreement.

12.1.4 ITC^DeltaCom will be made solely responsible for notifying the end user of the proposed disconnection of the service.

12.1.5 BellSouth will continue to process calls made to the Annoyance Call Center and will advise ITC^DeltaCom when it is determined that annoyance calls are originated from one of their end user's locations. BellSouth shall be indemnified, defended and held harmless by ITC^DeltaCom and/or the end user against any claim, loss or damage arising from providing this information to ITC^DeltaCom. It is the responsibility of ITC^DeltaCom to take the corrective action necessary with its customers who make annoying calls. Failure to do so will result in BellSouth's disconnecting the end user's service.

13. MODIFICATION OF AGREEMENT

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

OPERATIONAL SUPPORT SYSTEMS (OSS) RATES

BellSouth has developed and made available the following mechanized systems by which ITC^DeltaCom may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

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

(PTAS)																				

Applicable Notes:

1. **Grandfathered services** can be resold only to existing subscribers of the grandfathered service.
2. Where available for resale, **promotions** will be made available only to end users who would have qualified for the promotio
3. In Tennessee, long-term **promotions** (offered for more than ninety (90) days) may be obtained at one of the following rates:
   (a) the stated tariff rate, less the wholesale discount;
   (b) the promotional rate (the promotional rate offered by BellSouth will not be discounted further by the wholesale discount rate)

~~4.~~3. **Lifeline/Link Up** services may be offered only to those subscribers who meet the criteria that BellSouth currently applies to subscribers of these services as set forth in Sections A3 and A4 of the BellSouth General Subscriber Services Tariff.

~~5.~~4. Some of BellSouth's local exchange and toll telecommunications services are not available in certain central offices and areas.

ACCESS TO UNBUNDLED NETWORK ELEMENTS

1. Introduction

1.1 This Attachment sets forth rates, terms and conditions for Network Elements, combinations of Network Elements, Operator Services and Directory Assistance as required by state and federal rules and regulations pursuant to Section 251(c)(3) of the Act, ~~that BellSouth agrees to offer to ITC^DeltaCom in accordance with its obligations under Section 251(c)(3) of the Act~~ Additionally, this Attachment sets forth the rates terms and conditions for other services BellSouth makes available to ITC^DeltaCom. The price for each Network Element and combinations of Network Elements and other services are set forth in Exhibit B of this Agreement. Additionally, the provision of a particular Network Element or service may require ITC^DeltaCom to purchase other Network Elements or services.

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

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

1.4 ITC^DeltaCom may purchase Network Elements and other services from BellSouth under this Attachment 2 for the purpose of combining such network elements for use in any manner ITC^DeltaCom chooses to provide telecommunication services to its intended users, including recreating existing BellSouth services. With the exception of the sub loop Network Elements

which are located outside of the central office and any service specifically outlined in this Attachment 2 that does not terminate to a collocation arrangement, BellSouth shall deliver the Network Elements purchased by ITC^DeltaCom to the demarcation point associated with ITC^DeltaCom's collocation arrangement. ~~With the exception of the sub-loop Network Elements which are located outside of the central office, BellSouth shall deliver the Network Elements purchased by ITC^DeltaCom to the demarcation point associated with ITC^DeltaCom's collocations arrangement.~~

1.5 ~~ITC^DeltaCom may not purchase unbundled network elements (UNEs) or convert special access circuits to UNEs if such network elements will be used to provide wireless~~

ITC^DeltaCom proposal: **ITC^DeltaCom may only purchase unbundled network elements (UNEs) or convert special access circuits to UNEs if such network elements will be used to provide exchange access service.**

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

1.7 Services cannot be charged as unbundled network elements; for example, ordering services from the tariff to a point collocated in a Central Office shall not incur UNE local loop charges pursuant to this Agreement. At ITC^DeltaCom's option, access services may be ordered to the collocation space.

BellSouth shall provide combinations provided that such combination is Technically Feasible and would not impair the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network. Upon ITC^DeltaCom's request, BellSouth shall perform the functions necessary to combine unbundled Network Elements with elements possessed by ITC^DeltaCom in any Technically Feasible manner. If BellSouth denies a request to combine Network Elements pursuant to this subsection, BellSouth must prove to the Commission that the requested combination is not Technically Feasible or that it would impair the ability of other carriers to obtain access to unbundled Network Elements or to interconnect with BellSouth's network.

BellSouth shall provide to ITC^DeltaCom for the provision of a telecommunications service, non-discriminatory access to Network Elements at any technically feasible point on terms and conditions that are just, reasonable, and non-discriminatory in accordance with the terms and conditions of the Agreement.

BellSouth will permit ITC^DeltaCom to interconnect ITC^DeltaCom's facilities or facilities provided to ITC^DeltaCom by an ILEC or by third parties with each of BellSouth's Network Elements at any point designated by ITC^DeltaCom that is technically feasible. Any request by ITC^Deltacom to interconnect at a point not previously established (i) in accordance with the terms of the Agreement or (ii) under any arrangement BellSouth may have with another telecommunications carrier, shall be subject to the process set forth in Attachment 9 of this Agreement, incorporated herein by this reference.

ITC^Deltacom may use one or more Network Elements and Combinations to provide to itself, its affiliates and to ITC^Deltacom end users any feature, function, capability or service option that such Network Elements and Combinations are technically capable of providing or any feature, function, capability or service option that is described in the Telcordia and other industry standard technical references.

2.6 In addition to Combinations furnished by BellSouth to ITC^Deltacom hereunder, BellSouth shall permit ITC^Deltacom to combine any Network Element or Network Elements provided by BellSouth with another Network Element, other Network Elements or Access Services obtained from BellSouth or with compatible network components provided by ITC^Deltacom or provided by third parties to ITC^Deltacom to provide telecommunications services to ITC^Deltacom, its affiliates and to ITC^Deltacom end users.

1.8 Performance Measurements associated with this Attachment 2 are contained in Attachment 10.

1.9 Rates

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

1.9.2 A one-month minimum billing period shall apply to all UNE conversions or new installations.

1.10 Standards for Network Elements

1.11 BellSouth shall comply with the requirements set forth in the technical references, as well as any performance or other requirements identified in this Agreement, to the extent that they are consistent with the greater of BellSouth's actual performance or applicable industry standards.

1.12 If one or more of the requirements set forth in this Agreement are in conflict, the parties shall mutually agree on which requirement shall apply. If the parties cannot reach agreement, the dispute resolution process set forth in Section 16 of the General Terms and Conditions of this Agreement, incorporated herein by this reference, shall apply.

1.13 The quality of the Network Elements as well as the quality of the access to said Network Elements that BellSouth provides to ITC^DeltaCom shall be, to the extent technically feasible, at least equal to that which BellSouth provides to itself. Detailed performance standards and measurements for Network Elements are set forth in Attachment 10 of this Agreement, incorporated herein by this reference.

1.14 Except as otherwise specified by law, BellSouth shall not impose any limitations, restrictions or requirements on requests for or use of Network Elements or Combinations that would impair the ability of AT&T to offer a telecommunications service in the manner AT&T intends, provided such use does not impede or impair the use of BellSouth's network by BellSouth or any other telecommunications carrier utilizing said network.

1.15 Attachment 2 of this Agreement describes the Network Elements that ITC^Deltacom and BellSouth have identified as of the Effective Date of this Agreement and are not exclusive. Either Party may identify additional or revised Network Elements as necessary to improve services to end users, to improve network or service efficiencies or to accommodate changing technologies, or end user demand. Upon BellSouth's offering of a new or revised Network Element, BellSouth shall notify ITC^DeltaCom of the existence of and the technical characteristics of the new or revised Network Element. Upon ITC^DeltaCom's identification of a new or revised Network Element, it shall make a request pursuant to Attachment 9 of this Agreement, incorporated herein by this reference.

2. Unbundled Loops

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

2.2 Definition

2.2.1 The local loop Network Element ("Loop") is defined as a transmission facility between a distribution frame (or its equivalent) in BellSouth's central office and the loop demarcation point or ~~extended demarcation or extended demarcation~~ at an end-user customer premises, including inside wire owned and/or controlled by BellSouth. The local loop Network Element includes all features, functions, and capabilities of the transmission facilities, including dark fiber and attached electronics (except those used for the provision of advanced services, such as Digital Subscriber Line Access Multiplexers) and line conditioning. Each unbundled loop will be provisioned with a NID.

2.2.2 The provisioning of loops to ITC^DeltaCom will require cross-office cabling and cross-connections within the central office to connect the loop to a local switch or to other transmission equipment in collocation space. These cross-connects are a separate element and are not considered a part of the loop.

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

2.2.2.2 "Order Coordination" (OC) allows BellSouth and ITC^DeltaCom to coordinate the installation of the SL2, 4-wire voice loops and all digital loops where OC maybe purchased as an option, to ITC^DeltaCom's facilities to limit end user service outage. OC is available when the Loop is provisioned over an existing circuit that is currently providing service to the end user. Order coordination for physical conversions will be scheduled at ~~BellSouth's discretion during normal working~~ busines hours on the committed due date and ITC^DeltaCom advised.

2.2.2.3 "Order Coordination – Time Specific" (OCTS) ~~refers to service order coordination in which~~ ITC^DeltaCom ~~requests~~ a specific time for a service order conversion to take place. **(1)** Loops on a single service order of 14 or more loops will be provisioned on a project basis. OC-TS is a chargeable option in addition to any applicable OC charge. ITC^DeltaCom may specify a time between 89:00 a.m. and ~~(2) 5~~:00 p.m. Monday through Friday local time. If ITC^DeltaCom specifies a time outside this window, or selects a time or quantity of loops that

requires BellSouth technicians to work outside normal work hours, overtime charges will apply in addition to the OC-TS charges. ~~Order coordination for physical at BellSouth's discretion~~ during normal ~~working hours on the committed due date and ITC^DeltaCom advised.~~

3.7 Provisioning and Coordinated Cutovers

3.7.1 Section 3.7 contains the initial coordination procedures that the Parties agree to follow when ITCD orders and BellSouth provisions the conversion of active BellSouth retail end users to a service configuration by which ITCD will serve such end users by unbundled Loops and number portability (hereinafter referred to as "Hot Cuts"). Both Parties agree that these procedures may need to be refined or augmented if necessary as experience in ordering and provisioning Hot Cuts is gained, and they further agree to implement the improvement procedure provided in Section 3.7.4 below.

3.7.1.1 Except as otherwise agreed by the Parties, the time intervals for Hot Cuts shall be monitored and shall conform to the performance standards and consequences for failure to meet the specified standards as reflected in Attachment 9 of this Agreement, which is incorporated herein by this reference.

3.7.1.2 The following coordination procedures shall apply when BellSouth retail service is being converted to service to be provided by ITCD utilizing a SL2 local loop (as that term is defined in Section 3.7.3.1.3 below) provided by BellSouth to ITCD with SPNP or PNP (as these two acronyms are defined in Attachment 5, incorporated herein by this reference).

3.7.1.3 ITCD shall order Services and Elements as set forth in this Attachment 2 and BellSouth shall provide a Firm Order Confirmation ("FOC") (as that term and acronym are defined in Attachment 7, incorporated herein by this reference).

3.7.2 Ordering

3.7.2.1 ITCD shall request Hot Cuts from BellSouth by delivering to BellSouth a valid Local Service Request ("LSR") using BellSouth's ordering interfaces described in Attachment 7 to this Agreement, incorporated herein by this reference. ITCD may specify a Due Date or Frame Due Time, as defined below, at any time, including twenty-four (24) hours a day and seven (7) days a week. ITCD shall specify whether its service order is to be provisioned by BellSouth as either: (a) Order Coordination ("OC"); or (b) Order Coordination—Time Specific ("OC-TS"). OC shall mean the type of service order used by ITCD to request that BellSouth provision a Hot Cut on the particular calendar date as specified on the LSR and confirmed on the FOC as set forth in Section 3.7.2.3 below, at any time during that day, referred to in this Section as the "Due Date." OC-TS shall mean the type of service order used by ITCD to request that BellSouth provision a Hot Cut on the particular day returned on the FOC as set forth in Section 3.7.2.3

below and at the particular time specified on the FOC, referred to in this Section as the "Frame Due Time." ITCD shall pay the appropriate rate for either OC or OC-TS as set forth in Attachment 2. ITCD will be billed and will pay overtime for conversions requested and occurring outside of BellSouth's normal hours of operation as defined in Section 3.7.2.2 below.

3.7.2.1.1 Until such time as BellSouth's systems can deliver the requested frame due time on the FOC as set forth above, ITCD shall rely on the time requested on the LSR.

3.7.2.2 For purposes of this Section, BellSouth's normal hours of operation for personnel performing physical wire work are defined as follows:

3.7.2.2.1 Monday – Friday: 8:00 a.m. –5 :00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated, coordinated orders and order coordination-time specific)

3.7.2.2.2 Saturday: 8:00 a.m. – 5:00 p.m. (Excluding Holidays) (Resale/UNE non-coordinated orders)

3.7.2.2.3 The above hours are defined as the time of day where the work is being performed.

3.7.2.2.4 Normal hours of operation for the various BellSouth centers supporting ordering, provisioning and maintenance are as set forth in Attachment 7 and incorporated herein by this reference. Normal hours of operation for the BellSouth centers providing ITCD support will be equal to the hours of operation that BellSouth provisions services to its affiliates, end users, and other CLECs.

3.7.2.2.5 It is understood and agreed that BellSouth technicians involved in provisioning service to ITCD may work shifts outside of BellSouth's regular working hours as defined in Section 3.7.2.2 above (e.g., the employee's shift ends at 7:00 p.m. during daylight savings time). To the extent that ITCD requests that work necessarily required in the provisioning of service to be performed outside BellSouth's normal hours of operation and that work is performed by a BellSouth technician during his or her scheduled shift such that BellSouth does not incur any additional costs in performing the work on behalf of ITCD, BellSouth will not assess ITCD additional charges beyond the rates and charges specified in this Agreement.

3.7.2.2.6 ITCD will not be assessed overtime charges where BellSouth elects to perform a coordinated hot cut outside of BellSouth's normal hours of operation. However, ITCD will pay overtime charges subject to the provisions of Section 3.7.2.2.5 above, where ITCD requests a time specific conversion which based on the completion intervals outlined in Section 3.7.3.6 requires BellSouth to complete the conversion outside of BellSouth's normal hours of operation. BellSouth normal hours of operation are defined in Section 3.7.2.2 above of this Attachment 2 as well as Attachment 7, incorporated herein by this reference.

3.7.2.2.7 Upon receipt of the LSR, BellSouth's Operational Support System (hereinafter "BellSouth's OSS") shall examine the service order to determine whether it contains all the information necessary for BellSouth to process the service order. BellSouth shall review the information provided on the LSR and identify and reject any errors contained in the information provided by ITCD for the current view of the LSR.

3.7.2.2.8 BellSouth shall provide ITCD real-time, electronic access to its LFACS system in the pre-ordering phase to allow ITCD (1) to access loop makeup in accordance with Attachment 2 incorporated herein by this reference and (2) to validate its Connecting Facility Assignments ("CFA") prior to the issuance of an LSR. Implementation of such shall be determined by the current Change Control Process Guidelines outlined in Attachment 7. However, BellSouth commits that the CFA LFACS feature will be included in release 10.0 unless an alternative release delivery is mutually agreed to by both parties.

3.7.2.2.9 If BellSouth does not deliver CFA LFACS access as outlined in Section 3.7.2.2.8 above, BellSouth will waive OCTS charges for any time specific conversions where a post FOC CFA conflict occurs until such time as BellSouth provides CFA LFACS access as outlined in Section 3.7.2.2.8 above. Upon facility assignment validation by ITCD and upon receipt of ITCD's LSR, BellSouth may issue clarifications to FOCs (Post-FOC Clarification) if BellSouth determines that a CFA assigned on an ITCD LSR is in conflict with BellSouth records.

3.7.2.2.10 Both parties agree that post FOC clarifications should not occur, provided ITCD checks the status of the CFA utilizing the real-time preorder LFACS access, as referenced in Section 3.7.2.2.8 above, prior to the issuance of an LSR, and BellSouth completes disconnect orders in a timely manner through updating its own CFA database and performing the required physical work. BellSouth and ITCD will investigate and address adverse trends of post FOC clarifications via the process improvement mechanism outlined in Section 3.7.4 below.

3.7.2.2.11 BellSouth and ITCD will work cooperatively to ensure data base integrity is achieved between ITCD and BellSouth CFA assignments. This cooperative effort will include at a minimum: (1) ITCD ensuring that its processes support data base integrity, e.g., timely issuance of disconnects, proper assigning of facilities pending on canceled LSRs, and use of information provided by BellSouth to allow ITCD to identify and synchronize such data base; and (2) BellSouth will ensure that it processes ITCD requests for cancellation of local service requests in a time frame that allows ITCD to accurately maintain its CFA records. Until such time BellSouth provides LFACS access to ITCD in accordance with Section 3.7.2.2.8 above, BellSouth agrees to continue processing disconnects to correct CFA data base discrepancies via a BellSouth provided spreadsheet. Once access to LFACS is provided to ITCD, in accordance with Section 3.7.2.2.8 above, ITCD agrees to submit individual LSRs to correct data base discrepancies and will

discontinue using the spread sheet method unless the parties mutually agree otherwise.

3.7.2.2.12 BellSouth will provide ITCD with data base information via the BellSouth Interconnection Services website at weekly intervals and BellSouth and ITCD will work jointly to identify and resolve any discrepancies between BellSouth and ITCD databases containing the CFA assignments.

3.7.2.3 Firm Order Commitment ("FOC")

3.7.2.3.1 Pursuant to Section 3.7.2.1 above, for purposes of this Section, a FOC is a notification from BellSouth to ITCD that a service order is valid and error free and that BellSouth has committed to provision the service order on the date specified on the LSR and confirmed on the FOC and or on the date and time specified on the LSR and confirmed on the FOC for time specific conversions. BellSouth's committed due date is the date BellSouth strives to deliver service but is not a guaranteed date and may be altered due to facility or manpower shortages and acts of God.

3.7.2.3.2 For the initial LSR, BellSouth should not provide ITCD with either a request for clarification or a reject message after BellSouth provides ITCD a FOC, except as outlined in Section 3.7.2.2.9 above. Supplemental LSRs must be submitted via the method utilized to submit the original LSR e.g. mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

3.7.2.3.3 BellSouth's measurement of FOC/reject performance as stated in Section 3.7.2.3.1 above will be set forth in Attachment 9, incorporated herein by this reference.

3.7.3 Provisioning

3.7.3.1 Either party shall notify the other as soon as it becomes aware of any jeopardy condition which may arise that would jeopardize BellSouth's committed due date or OC-TS, as applicable, of providing service to ITCD.

3.7.3.1.1 Upon receipt of the FOC pursuant to Section 3.7.2.3.1, ITCD shall notify the customer of the Due Date and or Due Time (OC-TS order). Either party shall notify the other party immediately if either party becomes unable to make the Hot Cut at the Due Time and / or on the Due Date specified. New scheduled due dates and times shall be within BellSouth's normal hours of operations unless mutually agreed to by both parties.

3.7.3.1.2 Excluding facility shortages, acts of God or unforeseen force shortages, if BellSouth changes the date of a conversion from the date returned on the FOC, the new due date will be no greater than three (3) business days from the original requested date.

3.7.3.1.3 In the event BellSouth does not complete a conversion on the date returned on the FOC or does not complete a time specific conversion as requested due solely to

BellSouth reasons, the following circumstances shall occur: (a) BellSouth shall document the order as a Missed Appointment pursuant to the appropriate service quality measurement outlined in Attachment 9 and incorporated herein by this reference and (b) ITCD will not re-negotiate nor consider a change in due date and or due time as a re-negotiation; and (c) ITCD will advise BellSouth to proceed as necessary to complete the cut; and BellSouth will not bill OCTS charges and ITCD will not be required to pay for OCTS where a missed appointment of OCTS has occurred as provided for in the service quality measurements of Attachment 9 and incorporated herein by this reference.

3.7.3.1.4 Conversions that cannot be completed as requested on the LSR and confirmed on the FOC, solely to ITCD or ITCD's end user reasons will be submitted to BellSouth as a Supplemental Order. Supplemental Orders must be submitted via the method utilized to submit the original LSR, e.g., mechanized or manual unless conditions warrant otherwise and mutually agreed to by both parties.

3.7.3.2 Upon receipt of the FOC, ITCD and BellSouth agree to follow the procedures for porting numbers as outlined in Attachment 5, incorporated herein by this reference.

3.7.3.2.1 In the event that BellSouth discovers, during the provisioning process, a conflict between BellSouth's database and its physical facilities, indicating a lack of BellSouth facilities, BellSouth shall issue a Pending Facilities ("PF") status by sending an electronic notice to ITCD, if the request was submitted electronically, or in the case of a manually submitted LSR, such notice will be provided via the PF report accessible via the Internet.

3.7.3.2.1.1 PF order status occurs when a due date may be in jeopardy due to facility delay and may become a Missed Appointment due to BellSouth reasons.

3.7.3.2.1.2 In the event that BellSouth cannot meet its committed Due Date and or Due Time because of a PF condition due to a BellSouth facility shortage, the following shall occur: (a) BellSouth will notify ITCD as soon as the order is placed in PF status in accordance with Section 3.7.3.2.1 above; and (b) BellSouth shall document the order as a Missed Appointment ("MA") within BellSouth's internal systems, provided BellSouth is unable to complete the work on the date returned on the FOC; and (c) BellSouth will provide ITCD estimated service date ("ESD") information at intervals that BellSouth provides such information to itself, its own end users, its affiliates or any other CLEC. BellSouth targets to provide ESD information within five (5) business days from the date the PF condition occurs.

3.7.3.2.2 ITCD shall provide BellSouth with a toll free number as stated in the Implementation Contact Telephone Number ("ImpCon") Field on the LSR that BellSouth shall commit to call and use for all notification to ITCD. In addition, an ITCD representative will answer and will respond within five (5) minutes. Response as used in this section shall mean that the ITCD agent is ready to receive and record information provided by BellSouth.

3.7.3.2.3 In the event BellSouth does not find dial tone on the ITCD side when testing prior to the conversion date and time, and detects no trouble on the BellSouth side, BellSouth shall immediately notify ITCD. ITCD shall perform the appropriate internal tests and, if necessary, will dispatch a technician to its collocation site at the BellSouth Central Office. If the ITCD technician finds no trouble on the ITCD side when testing, ITCD will notify BellSouth. Both Parties will work cooperatively, to isolate and clear the trouble and arrange, if necessary, a joint meeting of a BellSouth technician and an ITCD technician at the last point of BellSouth's responsibility at the collocation site. Both Parties' technicians will meet at the collocation site to work cooperatively by jointly isolating the trouble, and repairing it. If either Party believes the trouble is not being resolved properly, either Party may escalate the matter for immediate resolution. BellSouth will continue to process the Service Order without requiring a supplemental order assuming that ITCD will correct the problem prior to the cut date and time. If the problem is determined to be a BellSouth problem and the cut time has passed, BellSouth will waive non-recurring OC-TS charges pursuant to Section 3.7.3.1.3 above, and the Parties shall establish, by mutual consent, a new due time and or due date to be met through expedited processing.

3.7.3.2.4 Troubles referred to ITCD as referenced in Section 3.7.3.2.3 above will be repaired by the ITCD technician, if necessary. Unless ITCD notifies BellSouth that the "No Dial tone" issue has not been resolved, BellSouth shall continue to process the Service Order without requiring a supplemental order. ITCD agrees that BellSouth may rely on the lack of such notification to mean that ITCD believes it can resolve the "No Dial tone" issue prior to Due Date or Due Time. ITCD shall not be required to call BellSouth to communicate that the "No Dial Tone" issue has been resolved. If at the time of the cut, ITCD dial tone is not detected on the BellSouth collocation pair and ITCD and BellSouth agree that the problem is due to ITCD and cannot be resolved within fifteen (15) minutes, ITCD will be required to supplement the order, which will be submitted via the method utilized to submit the original LSR, and request a new due date and time. If ITCD is unable to correct the repair within fifteen (15) minutes, ITCD may request that BellSouth technicians standby until the condition is corrected by paying standby rates as provided for in FCC Tariff #1. If either Party believes that the process set forth herein is not satisfactorily implemented, the process improvement plan as described in Section 3.7.4.1 below will be applied

3.7.3.3 ITCD will ensure that dial tone is delivered to the BellSouth collocation pair forty-eight (48) hours prior to due date.

3.7.3.3.1 For OC-TS or OC conversions, BellSouth will verify the cut-over time designated by ITCD for OCTS or verify the due date for OC conversions twenty-four to forty-eight (24-48) hours in advance via telephone to ensure that the conversion is to be completed as ordered. In addition, BellSouth shall provide the following information at the time of this call: dial tone and the ANI test results, Due Date, frame due time if the order is an OC-TS order, the number of

lines and the cable and pair assignment. This telephone call at twenty-four to forty-eight (24-48) hours notifying ITCD with the above information stated in this Section, will be known as the "Concurrence Call." This verified information must be the same Due Date or OC-TS as sent back on the FOC unless the Parties jointly agree on or before this concurrence call on a new due date or OC-TS. Both parties will ensure OC-TS as identified in this section will commence within fifteen (15) minutes of the agreed time. BellSouth agrees to make the concurrence call at the same time or after the dial tone and ANAC test has been completed. In the unlikely event BellSouth does not complete the dial tone and ANAC test twenty-four (24) hours prior to the due date, BellSouth will either confirm that the conversion will take place at the scheduled conversion time or advise ITCD that it will not. If BellSouth advises ITCD that it will not meet the scheduled conversion date or time, BellSouth will document a missed due date or missed time specific conversion in accordance with Section 3.7.3.1.3 above.

3.7.3.3.2 BellSouth will advise ITCD, via jeopardy notice, as soon as BellSouth becomes aware of a jeopardy condition which would delay the delivery of service to ITCD as outlined in BellSouth's FOC or time of conversion as mutually agreed to or as ordered by ITCD.

3.7.3.3.3 Upon the issuance and receipt of a jeopardy notice, the Parties agree to follow mutually agreed upon business rules established for resolving various types of jeopardy conditions.

3.7.3.4 Due Date Activities

3.7.3.4.1 The UNEC will coordinate with all internal groups within BellSouth to start the conversion at the scheduled conversion time. Once notified, the central office technician will verify ITCD dial tone at the tied in jumper at the BellSouth cable pair and will perform an ANAC verification of the line at the BellSouth cable pair. If dial tone is verified and the line is verified to the correct number, the BellSouth central office technician will monitor the line and when idle, will remove the BellSouth jumper and terminate at the BellSouth main distribution frame ("MDF") the tied in jumper to the ITCD collocation point. The BellSouth CO technician will then perform an ANAC verification of the line to verify ITCD dial tone and ensure the correct number is delivered to the BellSouth cable pair.

3.7.3.5 Activities After Hot Cut

3.7.3.5.1 The UNEC will then advise ITCD via telephone call for all coordinated conversions that the cut is complete, pursuant to Section 3.7.3.2.2 above, and allow ITCD to accept or reject the service. BellSouth shall work cooperatively with ITCD to correct any problems associated with the conversion of the service which might result in ITCD's rejection of the service.

3.7.3.5.2 If BellSouth fails to contact ITCD after the hot cut and in accordance with the Cut Complete Call stated in Sections 3.7.3.5.1 and 3.7.3.2.2 above (number stated in

the "ImpCon" Field of the ITCD LSR) BellSouth shall document the order as a "Missed Appointment" within BellSouth's internal systems pursuant to Section 3.7.3.1.3 above.

3.7.3.5.3 BellSouth will hold open the conversion orders within the following time frames after the call specified in Section 3.7.3.5.1 above has been made:

3.7.3.5.3.1 If the call is received by ITCD prior to 5:00 p.m. on the conversion day, BellSouth will hold the order open until 6:00 pm;

3.7.3.5.3.2 If ITCD requests the order be held open for a longer time, BellSouth will hold the requested order open until 12:00 noon the following business day;

3.7.3.5.3.3 If the call is received by ITCD after 5:00 p.m. on the conversion day, BellSouth will hold the order open until 12:00 noon the following business day unless otherwise agreed to by the parties;

3.7.3.5.3.4 If BellSouth does not receive verbal acceptance by ITCD pursuant to the above conditions, BellSouth will deem the conversion accepted by ITCD.

3.7.3.5.4 BellSouth and ITCD reserve the right to change its internal hot cut activities as business needs dictate. Any change to the hot cut procedures contained in this Attachment will be discussed by the parties and will be implemented subject to the provisions of the process improvement mechanism as set forth in Section 3.7.4 below.

3.7.3.6 Loop Cut-Over Timing

3.7.3.6.1 BellSouth shall complete the loop cut-over step and notify ITCD of such completion in accordance with the section, commencing with the specified time committed to on the FOC and ending no later than the following time limits depending on the number of lines being cut. In the case of a Coordinated Order Time Specific or OC conversion: 1-10 loops => 60 mins (1 hour); 11-30 loops => 120 mins. (2 hours) unless project managed; 31+ loops => Project Managed. BellSouth agrees that upon ITC^DeltaCom's request, for order coordinated loop cutovers involving three (3) or more lines, at least two lines will remain in service at all times during the conversion process.

3.7.3.6.2 BellSouth's commitment to performance as set forth in Attachment 9 of this Agreement is incorporated herein by this reference.

3.7.3.6.3 Intervals for loops for a single end user on the same local service requests for loops greater than thirty (30) will be completed at intervals mutually coordinated by both parties through Project Management. Both parties recognize that certain conversions requiring multiple cut points may exceed the above intervals but in any event both parties will work cooperatively to limit service outage to an end user.

3.7.3.6.4 In the event BellSouth does not complete the loop cut-over step within the appropriate time limit provided in Section 3.7.3.6.1 above and notify ITCD of such completion in accordance with Section 3.7.3.5.1 above, ITCD may escalate such failure to the proper BellSouth official for expedited resolution immediately at the end of such time limit.

3.7.3.7 Completion Notice

3.7.3.7.1 BellSouth shall send ITCD completion notices when the LSRs are submitted electronically. If submitted manually, ITCD may determine the completion status for all LSRs by accessing the CSOTS Report via the Internet.

3.7.4 Process Improvement

3.7.4.1 Within seventy-five (75) calendar days of the Effective Date, the Parties agree to negotiate and adopt a process improvement method to be used throughout the term of this Agreement for amending and supplementing the initial procedures established in this Section. Such process shall be implemented by the Parties thirty (30) calendar days from the date such method is mutually developed. Both parties will work cooperatively to identify areas for improvement and, if applicable, develop and implement process changes resulting from such mutual cooperation. Such method will provide the procedures to be employed on an on-going basis by the Parties when one Party wishes to improve any of the initial provisions set out in this Section. Each improvement negotiated by the Parties must be documented in an Attachment to the initial procedures as mutually agreed by the Parties.

3.7.4.2 In the event that the Parties are unable to enter into the improvement method contemplated in Section 3.7.4.1 above within ninety (90) days of the Execution Date, the Parties agree to resolve any disputes in accordance with the dispute resolution process provided in Section 16 of the General Terms and Conditions of this Agreement. Additionally, the Parties agree to seek such resolution on an expedited basis of any dispute involving a procedure that adversely impacts a customer.

3.7.5 New Loop Provisioning – "Loop Only"

3.7.5.1 BellSouth will provision new loops at intervals outlined in the Products and Services Interval Guide.

3.7.5.2 BellSouth will perform pre-service testing to ensure ITCD dial tone and telephone number is delivered to the BellSouth loop.

3.7.5.3 If ITCD dial tone is not detected during pre-service testing, BellSouth will notify ITCD and will continue with the provisioning process assuming that ITCD will correct the problem prior to the due date.

3.7.5.4 ITCD will deliver dial tone and telephone number to the ITCD collocation point forty-eight (48) hours prior to the due date.

3.7.5.5 BellSouth and ITCD will notify either party if the due date cannot be met for any reason.

3.7.5.6 Cooperative testing, trouble resolution, completion notification and acceptance testing as provided for in Ordering and Provisioning of Hot Cuts will apply, and is incorporated herein by this reference.

3.7.5.7 BellSouth will deliver to the ordered location at the end users premises, loops as outlined in TR 73600, or in the applicable industry standard.

3.7.5.8 Where a field visit is required to provision the loop, BellSouth will test the loop ordered by ITCD to the NID. Testing requested by ITCD to points beyond the NID will be billed a time and material charge at the same increments BellSouth charges its own end users. Requests for field testing where a dispatch is not required may be made by ITCD and where mutually agreed to, BellSouth will dispatch to perform additional field testing at rates billed on a time and material basis as mentioned in this section.

Provided, however, that if ITC^DeltaCom requested a time-specific conversion, the conversion shall commence at the time indicated in ITC^DeltaCom's LSR and be completed consistently with timeframes for time-specific conversions. **If BellSouth fails to deliver a working loop at the coordinated time, BellSouth shall at ITC^Deltacom's request extend the window at no additional charge.**

2.2.2.4 Where facilities are available, BellSouth will install unbundled loops within a 5-7 business days interval. For orders of 14 or more unbundled loops, the installation will be handled on a project basis and the intervals will be set by the BellSouth project manager for that order. Said interval will be set in a reasonable manner and in accordance with any required extra work times. Some unbundled loops require a Service Inquiry (SI) to determine if facilities are available prior to issuing the order. The interval for the SI process is separate from the installation interval.

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

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

2.2.2.7 BellSouth will only provision, maintain and repair the Loops to the standards that are consistent with the type of Loop ordered. In those cases where ITC^DeltaCom has requested that BellSouth modify a Loop so that it no longer meets the technical parameters of the original Loop type (e.g., voice grade, ISDN, ADSL, etc.), the resulting Loop will be maintained as set forth in Section TR73600 or in the applicable industry standard ~~2.9.1.2.2.~~

2.2.2.8 CLEC to CLEC Conversions for Unbundled Loops

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

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

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

2.2.3 **Unbundled Voice Loops (UVLs)**

2.2.3.1 BellSouth will offer Unbundled Voice Loops (UVL) in two different service levels - Service Level One (SL1) and Service Level Two (SL2). SL1 loops will be non-designed, and will not have test points. Order Coordination (OC) and/or engineering information/circuit make-up data will be chargeable options. Upon issuance of an order in the service order system, SL1 loops without optional Order Coordination will be activated on the due date in the same manner and time frames that BellSouth normally activates POTS-type loops for its customers; provided, however, that for loop activation in BellSouth staffed central offices, BellSouth will use its best efforts to provide an a.m. or p.m. designation only where loop activation requires dispatching of a BellSouth technician and where ITC^DeltaCom has specifically requested an a.m. or p.m. preference for activation on the LSR. Further, for loop activation in BellSouth central offices that are not staffed, BellSouth will use its best efforts to provide an a.m. or p.m. designation only where loop activation requires dispatching of a BellSouth technician and where ITC^DeltaCom has specifically requested a.m. or p.m. preference for activation on the LSR. SL2 loops shall have test points, will be designed with a Design Layout Record provided to ITC^DeltaCom, and will be

provided with Order Coordination. The OC feature will allow ITC^DeltaCom to coordinate the installation of the loop with the disconnect of an existing customer's service and/or number portability service. In these cases, BellSouth will perform the order conversion with standard order coordination at its discretion during normal work hours.

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

2.2.4.1 BellSouth shall make available the UDLs in 2.2.4,2- 2.2.4.14 including any other UDLs ordered by regulatory authorities.

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

2.2.4.2 2-wire Unbundled ISDN Digital Loop

2.2.4.3 2-wire Universal Digital Channel (IDSL Compatible)

2.2.4.4 2-wire Unbundled ADSL Compatible Loop

2.2.4.5 2-wire Unbundled HDSL Compatible Loop

2.2.4.6 4-wire Unbundled HDSL Compatible Loop

2.2.4.8 4-wire Unbundled DS1 Digital Loop

2.2.4.9 4-wire Unbundled Digital Loop/DS0 – 64 kbps, 56 kbps and below

2.2.4.10 DS3 Loop

2.2.4.11 STS-1 Loop

2.2.4.12 OC3 Loop

2.2.4.13 OC12 Loop

2.2.4.14 OC48 Loop

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

2.2.5.1 The Universal Digital Channel (UDC) (also known as IDSL-compatible Loop) is intended to be compatible with IDSL service and has the same physical

characteristics and transmission specifications as BellSouth's ISDN-capable loop. These specifications are listed in BellSouth's TR73600.

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

2.2.6 2-Wire ADSL-Compatible Loop. This is a designed loop that is provisioned according to Revised Resistance Design (RRD) criteria and may be up to 18kft long and may have up to 6kft of bridged tap (inclusive of loop length). The loop is a 2-wire circuit and will come standard with a test point, Order Coordination, and a DLR.

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

2.2.8 4-Wire Unbundled DS1 Digital Loop. This is a designed 4-wire loop that is provisioned according to industry standards for DS1 or Primary Rate ISDN services and will come standard with a test point, Order Coordination, and a DLR. A DS1 Loop may be provisioned over a variety of loop transmission technologies including copper, HDSL-based technology or fiber optic transport systems. It will include a 4-Wire DS1 Network Interface at the end-user's location.

2.2.9 4-Wire Unbundled Digital/DS0 Loop. These are designed 4-wire loops that may be configured as 64kbps, 56kbps, 19kbps, and other sub-rate speeds associated with digital data services and will come standard with a test point, Order Coordination, and a DLR.

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

2.2.11 STS-1 Loop. STS-1 Loop is a high-capacity digital transmission path with SONET VT1.5 mapping. It is a two-point digital transmission path, which

provides for simultaneous two-way transmission of serial bipolar return-to-zero synchronous digital electrical signals at a transmission rate of 51.84 megabits per second (Mbps). It may provide transport for twenty-eight (28) DS1 channels, each of which provides the digital equivalent of twenty-four analog voice grade channels. The interface to unbundled dedicated STS-1 transport is a metallic-based electrical interface

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

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

2.3 Unbundled Copper Loops (UCL)

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

2.4.2 Unbundled Copper Loop – Designed (UCL-D)

2.4.2.1 The UCL-D will be provisioned as a dry copper twisted pair loop that is unencumbered by any intervening equipment (e.g., filters, load coils, range extenders, digital loop carrier, or repeaters). The UCL-D will be offered in two versions - Short and Long.

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

2.4.2.3 The long UCL-D (beyond 18,000 feet) is provisioned as a dry copper twisted pair longer than 18,000 feet and may have up to 12,000 feet of bridged tap and up to 2800 ohms of resistance.

2.4.2.4The UCL-D is a designed circuit, is provisioned with a test point, and comes standard with a DLR. OC is a chargeable option for a UCL-D; however, OC is always required on UCLs where a reuse of existing facilities has been requested by ITC^DeltaCom.

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

2.4.2.6 BellSouth will make available the following UCL-Ds:

2.4.2.6.1 2-Wire UCL-D/short

2.4.2.6.2 2-Wire UCL-D/long

2.4.2.6.3 4-Wire UCL-D/short

2.4.2.6.4 4-Wire UCL-D/long

2.4.3 **Unbundled Copper Loop – Non-Designed (UCL-ND)**

2.4.3.1 The UCL–ND is provisioned as a dedicated 2-wire metallic transmission facility from BellSouth's Main Distribution Frame to a customer's premises (including the NID). The UCL-ND will be a "dry copper" facility in that it will not have any intervening equipment such as load coils, repeaters, or digital access main lines ("DAMLs"), and may have up to 6,000 feet of bridged tap between the end user's premises and the serving wire center. The UCL-ND typically will be 1300 Ohms resistance and in most cases will not exceed 18,000 feet in length, although the UCL-ND will not have a specific length limitation. For loops less than 18,000 feet and with less than 1300 Ohms resistance, the loop will provide a voice grade transmission channel suitable for loop start signaling and the transport of analog voice grade signals. The UCL-ND will not be designed and will not be provisioned with either a DLR or a test point.

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

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

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

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

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

2.5 Unbundled Loop Modifications (Line Conditioning)

2.5.1 Line Conditioning is defined as the removal from the Loop of any devices that may diminish the capability of the Loop to deliver high-speed switched wireline telecommunications capability, including xDSL service. Such devices include, but are not limited to, load coils, bridged taps, low pass filters, and range extenders.

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

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

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

2.5.5 The Unbundled Loop Modifications (ULM) offering provides the following elements: 1) removal of devices on 2-wire or 4-wire Loops equal to or less than 18,000 feet; 2) removal of devices on 2-wire or 4-wire Loops longer than 18,000 feet; and 3) removal of bridged-taps on loops of any length.

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

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

2.6 ITC^DeltaCom will be responsible for testing and isolating troubles on the unbundled loops. Once ITC^DeltaCom has isolated a trouble to the BellSouth portion of a designed/non-designed unbundled loop (e.g., UVL, SL2, UCL D, UVL SL1, UCL ND, etc) before reporting repair to the UNE Center, ITC^DeltaCom will issue a trouble to BellSouth on the loop. BellSouth will take the actions necessary to repair the loop if a trouble actually exists. BellSouth will repair these loops in the same time frames that BellSouth repairs similarly situated loops to its customers. At the time of the trouble report, ITC^DeltaCom will be required to provide the results of the ITC^DeltaCom test which indicated a problem on the BellSouth provided loop.

2.6.1 Either Party may charge the other for dispatching and testing of a trouble where the trouble was found not to be in the network of the dispatching or testing Party and the dispatching or testing Party's equipment did not cause the dispatch. Where there is a dispute as to the appropriateness of such charge, the Parties will meet and review the record of repair history and determine whether the charge

was appropriate. Charges so assessed by BellSouth shall be on a time and materials basis as set forth in BellSouth's state commission approved tariffs. Charges so assessed by ITC^DeltaCom shall be on a time and materials basis as set forth in ITC^DeltaCom's state commission approved tariffs. If ITC^DeltaCom does not have state commission approved tariffs addressing such charges, then such charges shall be assessed by ITC^DeltaCom at the rates set forth in BellSouth's tariffs. If the trouble which was originally found not to be in the network of the dispatching or testing Party is later proven to be a trouble in the dispatching or testing Party's network, the dispatching or testing Party shall waive or refund any such charges.

2.9 Technical Requirements

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

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

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

2.9.1.2.2. However, in the event that ITC^DeltaCom has requested such modifications to the loop and trouble arise on the modified loop, BellSouth will restore the loop only to maintain the technical characteristics of (1) electrical (DC) continuity; (2) balance between the tip and ring; and (3) resistance on loops no longer than 18,000 feet. On loops longer than 18,000 feet, resistance will be maintained where technically feasible.

2.9.1.3 To the extent BellSouth converts a resold service to unbundled network elements or combination of network elements for any telecommunications carrier, BellSouth shall make available to ITC^DeltaCom the same conversion for the same services and elements on the same terms and conditions and at the same rates, if any; provided, however that the rate for such conversion shall not exceed those rates set forth in Exhibit B to this Attachment

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

BellSouth's TR73600, Unbundled Local Loop Technical Specification

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

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

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

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

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

Integrated Digital Loop Carriers

3. Loop Provisioning Involving Universal and Integrated Digital Loop Carriers

3.1 Where ITC^DeltaCom has requested an Unbundled Loop and BellSouth uses either Universal or Integrated Digital Loop Carrier (UDLC/IDLC) systems to provide the local service to the end user and BellSouth has a suitable alternate facility available, BellSouth will make such alternative facilities available to ITC^DeltaCom. If a suitable alternative facility is not available, then to the extent it is technically feasible, BellSouth will make alternative arrangements available to ITC^DeltaCom (e.g. hairpinning).

3.1.2 BellSouth will select one of the following arrangements:

1. Roll the circuit(s) from the UDLC/IDLC to any spare copper that exists to the customer premises.
2. Roll the circuit(s) from the UDLC/IDLC to an existing DLC that is not integrated.

3. If capacity exists, provide "side-door" porting or digital access to Central Office Terminals (COT) through the switch.
4. If capacity exists, provide "DACS-door" porting (if the UDLC/IDLC routes through a DACS prior to integration into the switch).

3.1.3 BellSouth will perform testing of the existing loop, before migration, for loss, 3 tone slope, C-notched noise and C-message noise. BellSouth will perform the same tests after the conversion or placement of a new unbundled loop via one of the options in 3.1.2. The new loop shall be at least equal in quality to that which BellSouth provided itself on the existing loop.

3.1.4 Arrangements 3 and 4 above require the use of a designed circuit. Therefore, non-designed loops such as the SL1 voice grade and UCL-ND may not be ordered in these cases. Where technically possible ITC^DeltaCom and BellSouth will work cooperatively to set-up a standard or preferable arrangement of the 4 options in 3.1.2.

3.1.5 If no alternate facility is available, BellSouth will use reasonable efforts to provide facilities, at parity, as if BellSouth was providing the service to the customer directly and following the arrangements in 3.1.2.

4. Network Interface Device

4.1 Definition

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

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

4.3 Access to Network Interface Device (NID)

4.3.1 Due to the wide variety of NIDs utilized by BellSouth (based on subscriber size and environmental considerations), ITC^DeltaCom may access the end user's wire by any of the following means: BellSouth shall allow

ITC^DeltaCom to connect its loops directly to BellSouth's multi-line residential NID enclosures that have additional space and are not used by BellSouth or any other telecommunications carriers to provide service to the premise. ITC^DeltaCom agrees to install compatible protectors and test jacks and to maintain the protection system and equipment and to indemnify BellSouth pursuant to Section 6 of the General Terms and Conditions of this Agreement.

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

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

4.3.1.3 Request BellSouth to make other rearrangements to the inside wiring terminations or terminal enclosure on a time and materials cost basis to be charged to the requesting Party (i.e., ITC^DeltaCom, its agent, the building owner or the subscriber). Such charges will be billed to the requesting Party.

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

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

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

4.3.1.7 Due to the wide variety of NID enclosures and outside plant environments BellSouth will work with ITC^DeltaCom to develop specific procedures to establish the most effective means of implementing this Section 4.

4.3.2 Technical Requirements

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

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

4.3.2.3 Where a BellSouth NID exists, it is provided in its "as is" condition. ITC^DeltaCom may request BellSouth do additional work to the NID in accordance with Section 4.3.1.7. When ITC^DeltaCom deploys its own local loops with respect to multiple-line termination devices, ITC^DeltaCom shall specify the quantity of NIDs connections that it requires within such device.

4.3.1 Interface Requirements

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

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

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

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

4.4.5 Bellcore Technical Requirement TR-NWT-000937 "Generic Requirements for Outdoor and Indoor Building Entrance"

5. Unbundled Loop Concentration (ULC) System

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

ULC will be offered in two sizes. System A will allow up to 96 BellSouth loops to be concentrated onto multiple DS1s. The high-speed connection from the concentrator will be at the electrical DS1 level and may connect to ITC^DeltaCom at ITC^DeltaCom's collocation site. System B will allow up to 192 BellSouth loops to be concentrated onto multiple DS1s. System A may be upgraded to a System B. A minimum of two DS1s is required for each system

(i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). All DS1 interfaces will terminate to the CLEC's collocation space. ULC service is offered with or without concentration and with or without protection. A Line Interface element will be required for each loop that is terminated onto the ULC system. Rates for ULC are as set forth in Exhibit B of this Attachment.

6. Sub-loop Elements

6.1 Where facilities permit and subject to applicable and effective FCC rules and orders, BellSouth shall offer access to its Unbundled Sub Loop (USL) and Unbundled Sub-loop Concentration (USLC) System. BellSouth shall provide non-discriminatory access, in accordance with 51.311 and Section 251(c) (3) of the Act, to the sub-loop. On an unbundled basis and pursuant to the following terms and conditions and the rates approved by the Commission and set forth in Attachment 11 of this Agreement.

6.1.1 Sub-loop components include but are not limited to the following:

6.1.2 Unbundled Sub-Loop Distribution;

6.1.3 Unbundled Sub-Loop Concentration/Multiplexing Functionality; and

6.1.4 Unbundled Sub-Loop Feeder.

6.2 Unbundled Sub-Loop (distribution facilities)

6.2.1 Definition

6.2.2 Subject to applicable and effective FCC rules and orders, the unbundled sub-loop distribution facility is dedicated transmission facility that BellSouth provides from a customer's point of demarcation to a BellSouth cross-connect device. The BellSouth cross-connect device may be located within a remote terminal (RT) or a stand-alone cross-box in the field or in the equipment room of a building. The unbundled sub-loop distribution media is a copper twisted pair that can be provisioned as a 2 Wire or 4 Wire facility. Following are the current sub-loop distribution offerings:

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

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

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

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

6.3 If ITC^DeltaCom requests a UCSL and a non-loaded pair is not available, ITC^DeltaCom may order Unbundled Sub-Loop Modification to remove load coils and/or bridge tap from an existing sub-loop facility. If load coils are removed from an existing sub-loop, that sub-loop will be classified as a UCSL. ITC^DeltaCom may order Loop Make-up to determine what loop modifications will be required.

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

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

6.3.3 BellSouth will provide Unbundled Sub-Loops where possible. Through the firm order Service Inquiry (SI) process, BellSouth will determine if it is feasible to place the required facilities where ITC^DeltaCom has requested access to Unbundled Sub-Loops. If existing capacity is sufficient to meet ITC^DeltaCom's demand, then BellSouth will perform the set-up work as described in Section 6.3.4. If any work must be done to modify existing BellSouth facilities or add new facilities (other than adding the cross-connect panel in a building equipment room as noted in 6.3.4) to accommodate ITC^DeltaCom's request for Unbundled Sub-Loops, ITC^DeltaCom may request BellSouth's Special Construction (SC) process to determine additional costs required to provision the Unbundled Sub-Loops. ITC^DeltaCom will have the option of paying the SC charges to modify the BellSouth facilities.

6.3.4 Set-up work must be completed before ITC^DeltaCom can order sub-loop pairs. During the set-up in a BellSouth cross-connect box in the field, the BellSouth

technician will perform the necessary work to splice ITC^DeltaCom's cable into the cross-connect box. For the set-up inside a building equipment room, BellSouth will perform the necessary work to install the cross-connect panel and the connecting block(s) that will be used to provide access to the requested USLs.

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

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

6.3.7Unbundled Sub-Loops will be provided in accordance with technical reference TR73600.

6.4 Unbundled Sub-Loop Concentration System (USLC)

6.4.1 Where facilities permit and where necessary to comply with an effective Commission order, BellSouth will provide ITC^DeltaCom with the ability to concentrate its sub-loops onto multiple DS1s back to the BellSouth Central Office. The DS1s will then be terminated into ITC^DeltaCom collocation space. TR-008 and TR303 interface standards are available.

6.4.2USLC, using the Lucent Series 5 equipment, will be offered in two different systems. System A will allow up to 96 of ITC^DeltaCom's sub-loops to be concentrated onto multiple DS1s. System B will allow an additional 96 of ITC^DeltaCom's sub-loops to be concentrated onto multiple DS1s. One System A may be supplemented with one System B and they both must be physically located in a single Series 5 dual channel bank. A minimum of two DS1s is required for each system (i.e., System A requires two DS1s and System B would require an additional two DS1s or four in total). The DS1 level facility that connects the RT site with the serving wire center is known as a Feeder Interface. All DS1 Feeder Interfaces will terminate to ITC^DeltaCom's collocation space within the SWC that serves the RT where ITC^DeltaCom's sub-loops are connected. USLC service is offered with or without concentration and with or without a protection DS1.

6.4.3 In these scenarios ITC^DeltaCom would be required to place a cross-box, remote terminal (RT), or other similar device and deliver a cable to the BellSouth remote terminal. This cable would be connected, by a BellSouth technician, to a cross-connect panel within the BellSouth RT/cross-box and would allow ITC^DeltaCom's sub-loops to then be placed on the ULSC and transported to their collocation space at a DS1 level.

6.5 Unbundled Sub-Loop Feeder

6.5.1 Definition

6.5.2 Unbundled Sub-Loop Feeder (USLF) provides connectivity between BellSouth's central office and its cross-box (or other access point) that serves an end user location.

6.5.3 USLF is intended to be utilized for voice traffic and can be configured as 2-wire voice (USLF-2W/V) or 4-wire voice (USLF-4W/V).

6.5.4 USLF can also to be utilized for digital traffic and can be configured as 2-wire ISDN (USLF-2W/I); 2-wire Copper (USLF-2W/C); 4-wire Copper (USLF-4W/C) facilities: 4-wire DS0 level loop (USLF-4W/D0); or 4-wire DS1 & ISDN (USLF-4W/DI).

6.5.5 USLF will provide the facilities needed to provision a 2W or 4W communications pathway from the BellSouth central office to the BellSouth cross-box. This element will allow for the connection of ITC^DeltaCom's loop distribution elements onto BellSouth's feeder system.

6.6 Requirements

6.6.1 ITC^DeltaCom will extend its compatible cable to BellSouth's cross-box. The cable will then be connected to a panel inside the BellSouth cross-box to the requested level of feeder element. In those cases when there is no room in the BellSouth cross-box to accommodate the additional cross-connect panels mentioned above, BellSouth will utilize its Special Construction process to determine the costs to provide the sub-loop feeder element to ITC^DeltaCom. ITC^DeltaCom will then have the option of paying the special construction charges or canceling the order.

6.6.2 USLF will be a designed circuit and BellSouth will provide a Design Layout Record (DLR) for this element.

6.6.3 BellSouth will provide USLF elements in accordance with applicable industry standards for these types of facilities. Where industry standards do not exist, BellSouth's TR73600 will be used to determine performance parameters.

7. Unbundled Network Terminating Wire (UNTW)

7.1 BellSouth agrees to offer its Unbundled Network Terminating Wire (UNTW) to ITC^DeltaCom pursuant to the following terms and conditions at rates as set forth in Attachment 11.

7.2 Definition

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

7.4 Requirements

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

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

7.4.3 Upon notice from the Requesting Party to the Provisioning party that the Requesting Party desires access to the Provisioning Party's UNTW pairs in a multi-unit premises, representatives of both Parties will participate in a meeting at the site of the requested access. The purpose of the site visit will include discussion of the procedures for Access Terminal installation, location and addresses of the Access Terminals and to discuss an estimated completion date. Upon completion of site visit, the Requesting Party will submit a Service Inquiry (SI) to the person or organization designated by the Provisioning Party to receive the SI. The SI will initiate the work for the Provisioning Party to begin the Access Terminal installation. In multi-tenant unit (MTU) scenarios, Provisioning Party will provide access to UNTW pairs on an Access Terminal(s). By request of the Requesting Party, an Access Terminal will be installed either adjacent to each Provisioning Party's Garden Terminal or inside each Wiring Closet on the requested MTU. All the UNTW pairs served by a Garden Terminal/Wiring Closet will be made available on the Access Terminals. Requesting Party will deliver and connect its central office facilities to the UNTW pairs within the Access Terminal. Requesting Party may access any available pair on an Access Terminal unless the Provisioning Party or another service provider is using the pair to concurrently provide service. Prior to connecting Requesting Party's service on a pair previously used by Provisioning party, Requesting Party is responsible for ensuring the end-user is no longer using Provisioning Party's service or another CLEC's service before accessing UNTW pairs.

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

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

7.4.6 Requesting Party will be billed for non-recurring and recurring charges for accessing UNTW pairs at the time the Requesting Party activates the pair(s).

ITC^DeltaCom will report use of the UNTW pairs on a Local Service Request (LSR) form submitted to BellSouth's Local Carrier Service Center (LCSC).

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

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

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

7.4.10 If Requesting Party issued a LSR to disconnect an end-user from BellSouth in order to use a UNTW pair, Requesting Party will be billed for the use of the pair back to the disconnect order date.

7.4.11 If Requesting Party activated a UNTW pair on which Provisioning Party was not previously providing service, Requesting Party will be billed for the use of that pair back to the date the end-user began receiving service using that pair. Upon request, Requesting Party will provide copies of its billing record to substantiate such date. If Requesting Party fails to provide such records, then Provisioning Party will bill the Requesting Party back to the date of the Access Terminal installation.

8.0 Dark Fiber Loop

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

8.1.1 A Dark Fiber Loop is a point to point arrangement from an end user's premises connected via a cross connect to ~~either~~ the demarcation point associated with a ~~ITC^Deltacom's~~ collocation space in the end user's serving wire center~~, or ITC^DeltaCom's dark fiber transport in the end user's serving wire center arrangement.~~

8.2 Requirements

8.2.1 BellSouth shall make available in a reasonable and non-discriminatory manner, Dark Fiber Loop where it exists in BellSouth's network and where, as a result of future building or deployment, it becomes available. **Dark Fiber Loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes(i.e. BellSouth generally retains 2 or more strands for repair) ; it is designated for use pursuant to a firm order placed by another customer;** (3) it is restricted for use by all carriers, including BellSouth, because it is scheduled for removal due to documented changes to roads and infrastructure; or BellSouth has bona fide plans to use the fiber within a two year planning period.; **BellSouth is not** required to provide said **Dark Fiber Loop** to ITC^DeltaCom **if none is available**. BellSouth shall provide access to Dark Fiber as described in 8.1.1 above at any technically feasible point.

8.2.2 ITC^DeltaCom may test the quality of the Dark Fiber to confirm its usability and performance specifications.

8.2.3 BellSouth shall provide to ITC^DeltaCom information regarding the location, availability and performance of Dark Fiber Loop within ten (10) business days after receiving a Service Inquiry ("SI") from ITC^DeltaCom.

8.2.4 If the requested Dark Fiber Loop is available, BellSouth shall provision the Dark Fiber Loop to ITC^DeltaCom within twenty (20) business days after ITC^DeltaCom submits a valid, error free LSR Request. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable ITC^DeltaCom to connect or splice or plug-in ITC^DeltaCom provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Loop. From the time ITC^DeltaCom submits its Request until provision of the Dark Fiber Loop, BellSouth shall hold such requested Dark Fiber for ITC^DeltaCom's use and may not allow any other party to use such media, including BellSouth.

ITC^DeltaCom may test the quality of the Dark Fiber Loop to confirm its usability and performance specifications. BellSouth shall provide the Dark Fiber Loop pursuant to the performance specifications set forth in Exhibit C.

Dark fiber shall meet the manufacturer's design specifications.

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

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

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

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

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

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

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

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

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

8.3 Loop Makeup (LMU)

8.3.1 Description of Service

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

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

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

8.3.1.4 BellSouth's provisioning of LMU information to the requesting CLEC on facilities is contingent upon either BellSouth or the requesting CLEC owning the

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

8.3.1.5 ITC^DeltaCom may choose to use equipment that it deems will enable it to provide a certain type and level of service over a particular BellSouth Loop. The determination shall be made solely by ITC^DeltaCom and BellSouth shall not be liable in any way for the performance of the advanced data services provisioned over said Loop. The specific Loop type (ADSL, HDSL, or otherwise) ordered on the LSR must match the LMU of the loop reserved taking into consideration any requisite line conditioning. The LMU data is provided for informational purposes only and does not guarantee ITC^DeltaCom's ability to provide advanced data services over the ordered loop type. Further, if ITC^DeltaCom orders loops that are not intended to support advanced services (such as UV-SL1, UV-SL2, or ISDN compatible loops) and that are not inventoried as advanced services loops, the LMU information for such loops is subject to change at any time due to modifications and/or upgrades to BellSouth's network. ITC^DeltaCom is fully responsible for any of its service configurations that may differ from BellSouth's technical standard for the loop type ordered.

8.3.2 Submitting Loop Makeup Service Inquiries

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

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

8.3.3 Loop Reservations

8.3.3.1 For a Mechanized LMUSI, ITC^DeltaCom may reserve up to ten Loop facilities. For a Manual LMUSI, ITC^DeltaCom may reserve up to three Loop facilities.

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

8.3.3.3 Charges for preordering LMUSI are separate from any charges associated with ordering other services from BellSouth.

8.3.4 Ordering of Other UNE Services

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

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

8.3.4.2 Where ITC^DeltaCom submits an LSR to order facilities reserved during the LMUSI process, BellSouth will use its best efforts to assign to ITC^DeltaCom the facility reserved as indicated on the return of the LMU,

8.4.1 Where a BellSouth voice customer who is subscribing to BellSouth FastAccess Internet Service converts its voice service to ITC utilizing a UNE-P line, BellSouth will continue to provide FastAccess service to that end user.

8.4.2 **BellSouth shall provide High Frequency Spectrum Network Elements pursuant to Exhibit A of this Attachment.**

9. Switching

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

9.1 Local Switching

9.1.1 BellSouth shall provide non-discriminatory access to local circuit switching capability, and local tandem switching capability, on an unbundled basis, except as set forth below in Section 9.1.3. below to ITC^DeltaCom for the provision of a telecommunications service. BellSouth shall provide non-discriminatory access to packet switching capability on an unbundled basis to ITC^DeltaCom for the provision of a telecommunications service only in the limited circumstance described below in Section ? ~~9.4.6~~.

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

9.1.3 **Local Circuit Switching Capability, including Tandem Switching Capability**

9.1.3.1 Local Circuit Switching Capability is defined as: (A) line-side facilities, which include, but are not limited to the connection between a loop termination at a main distribution frame and a switch line card; (B) trunk-side facilities, which include, but are not limited to, the connection between trunk termination at a trunk-side cross-connect panel and a switch trunk card; and (C) switching provided by remote switching modules; and (D) all features, functions,

and capabilities of the switch, which include, but are not limited to: (1) the basic switching function of connecting lines to lines, line to trunks, trunks to lines, and trunks to trunks, as well as the same basic capabilities made available to BellSouth's customers, such as a telephone number, and dial tone; and (2) all other features that the switch is capable of providing, including but not limited to customer calling, customer local area signaling service features, and Centrex, as well as any technically feasible customized routing functions provided by the switch.

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

9.1.3.1.1 Notwithstanding BellSouth's general duty to unbundle local circuit switching, BellSouth shall not be required to unbundle local circuit switching for ITC^DeltaCom when ITC^DeltaCom serves a single ~~a single~~ end-users~~s~~ account name at a~~-account name at a~~ single physical end user location with four (4) or more two (2) wire voice grade loops equivalents or lines in locations serviced by BellSouth's local circuit switches ~~with four (4) or more voice-grade (DS-0) equivalents or lines in locations served by BellSouth's local circuit switches~~, which are in the following MSAs: Atlanta, GA; Miami, FL; Orlando, FL; Ft. Lauderdale, FL; Charlotte-Gastonia-Rock Hill, NC; Greensboro-Winston Salem-High Point, NC; Nashville, TN; and New Orleans, LA, and BellSouth has provided non-discriminatory cost based access to the Enhanced Extended Link (EEL) throughout Density Zone 1 as determined by NECA Tariff No. 4 as in effect on January 1, 1999.

9.1.3.2 In the event that ITC^DeltaCom orders local circuit switching for ~~a single end user account name at a single physical end user location with four (4) or more two (2) wire voice grade loops from a BellSouth central office listed in Attachment 11, BellSouth's sole recourse shall be to charge ITC^DeltaCom the market based rate in Attachment 11 for use of the local circuit switching functionality for the affected facilities~~ for a single end user account name at a single physical end user location ~~with an end user with~~ four (4) or more DS0 equivalent lines within Density Zone 1 in an MSA listed ~~above~~ in Section 9.1.3.1.1 above, BellSouth shall charge ITC^DeltaCom the market based rates in Exhibit B for use of the local circuit switching functionality for the affected facilities.

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

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

9.1.6 ~~Provided that ITC^DeltaCom purchases unbundled local switching from BellSouth and uses the BellSouth CIC or ITC^DeltaCom CIC for its end users' LPIC or if a BellSouth local end user selects BellSouth as its LPIC or if the end user selects ITC^DeltaCom as its LPIC, then the definition of local calling shall be as defined in Attachment 3. Parties will consider as local any calls originated by an <<customer_short_name>> local end user, or originated by a BellSouth local end user and terminated to an <<customer_short_name>> local end user, where such calls originate and terminate in the same LATA, except for those calls originated and terminated through switched access arrangements (i.e., calls that are transported by a party other than BellSouth). For such calls, BellSouth will charge ITC^DeltaCom the UNE elements for the BellSouth facilities utilized.~~

~~Neither Party shall bill the other originating or terminating switched access charges for such calls. Intercarrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.~~

~~9.1.7 Where <<customer_short_name>> purchases unbundled local switching from BellSouth but does not use the BellSouth CIC for its end users' LPIC, BellSouth will consider as local those direct dialed telephone calls that originate from a <<customer_short_name>> end user and terminate within the basic local calling area or within the extended local calling areas and that are dialed using 7 or 10 digits as defined and specified in Section A3 of BellSouth's General Subscriber Services Tariffs. For such local calls, BellSouth will charge <<customer_short_name>> the UNE elements for the BellSouth facilities utilized. Intercarrier compensation for local calls between BellSouth and <<customer_short_name>> shall be as described in BellSouth's UNE Local Call Flows set forth on BellSouth's web site.~~

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

9.2 Unbundled Port Features

9.2.1 Charges for Unbundled Port are as set forth in Exhibit B.

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

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

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

9.2..4.1 A featureless port is one that has a line port, switching facilities, and an interoffice port. A featured port is a port for which ~~includes all~~ features available in a switch may be ~~then capable or a number of then capable features ordered~~ specifically requested by ITC^DeltaCom. Any features that are not currently available ~~then capable~~ but are technically feasible through the switch can be requested through the BFR process.

9.2.5 Remote Call Forwarding

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

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

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

9.2.5.1.3 That the URCF service will not be utilized to forward calls to another URCF or another remote call forwarded number ~~[or similar service]~~; and

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

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

9.2.6 Provision for Local Switching

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

9.2.6.1.2 BellSouth shall control congestion points such as those caused by radio station call-ins, and network routing abnormalities. All traffic shall be restricted in a non-discriminatory manner.

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

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

9.2.6.1.5 BellSouth shall provide access to SS7 Signaling Network or Multi-Frequency trunking if requested by ITC^DeltaCom.

12/2/02 Open - BellSouth. ITC proposes the following language from current agreement be included:

~~BellSouth will provide to ITC^DeltaCom customized routing of calls: (i) to a requested directory assistance services platform; (ii) to an operator services platform pursuant to section ? of Attachment 2; (iii) for ITC^DeltaCom's PIC'ed toll traffic in a two (2) PIC environment to an alternative OS/DA platform designated by ITC^DeltaCom. ITC^DeltaCom customers may use the same dialing arrangements as BellSouth customers.~~

1/21/03 BellSouth response. BellSouth declines language as customized routing is provided as set forth in Section 13.4 following.

Remote Switching Module functionality is included in Switching Capability. The switching capabilities used will be based on the line side features they support.

1/21/03 BellSouth response. BellSouth declines language as customized routing is provided as set forth in Section 9.1.3.1 (C) above addresses Switching Capability remote switching.

~~Switching Capability will also be capable of routing local, intraLATA, interLATA, and calls to international customer's preferred carrier; call features (e.g. call forwarding) and Centrex capabilites.~~

1/21/03 BellSouth response. BellSouth declines as this addressed in section 9.1.3.1 above.

~~Where required to do so in order to comply with an effective Commission order, BellSouth will provide to ITC^DeltaCom purchasing local BellSouth switching and reselling BellSouth local exchange service under Attachment 1, selective routing of calls to a requested directory assistance services platform or operator services platform. ITC^DeltaCom customers may use the same dialing arrangements as BellSouth customers, but obtain a ITC^DeltaCom branded service.~~

1/21/03 BellSouth response. BellSouth's declines ATT 1 Section 8.4 addresses this issue therefore this reference is inapprorpiate.

9.2.7 Local Switching Interfaces

9.2.7.1 The requirements set forth in this Section apply to Local Switching but not to the Data Switching function of Local Switching. Local Switching shall be

equal to or better than the requirements for Local Switching set forth in the applicable industry standard technical references. BellSouth shall provide the following local switching interfaces:

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

9.2.7.1.2 Coin phone signaling;

9.2.7.1.3 Basic Rate Interface ISDN adhering to appropriate Telcordia Technical Requirements;

9.2.7.1.4 Two-wire analog interface to PBX;

9.2.7.1.5 Four-wire analog interface to PBX;

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

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

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

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

10. Unbundled Network Element Combinations

10.1 Except upon request by ITC^DeltaCom, BellSouth shall not separate requested Network Elements that BellSouth currently combines. For purposes of this Section, references to "Currently Combined" network elements shall mean that the particular network elements requested by ITC^DeltaCom are in fact already combined by BellSouth in the BellSouth network. References to "Ordinarily Combined" network elements shall mean that the particular network elements requested by ITC^DeltaCom are not already combined by BellSouth in the location requested by ITC^DeltaCom but are elements that are typically combined in BellSouth's network. References to "Not Typically Combined" network elements shall mean that the particular network elements requested by ITC^DeltaCom are not elements that BellSouth combines for its use in its network.

10.2 Enhanced Extended Links (EELs)

10.2.1 EELs are combinations of unbundled loops as defined in Section 2 and unbundled dedicated transport as defined in Section 11. BellSouth shall provide ITC^DeltaCom with EELs ~~where they are available.~~

10.2.2 ~~EELs are intended to provide service connectivity from an end user's location through that end user's SWC to ITC^DeltaCom's collocation space in a BellSouth central office. The circuit must be connected to the ITC^DeltaCom's switch for the purpose of provisioning circuit telephone exchange service to an the ITC^DeltaCom's end user customers. ITC^DeltaCom may connect EELs within the ITC^DeltaCom's collocation space to other transport terminating into ITC^DeltaCom's switch. ITC^DeltaCom may also connect the local loops listed in Section 10.4.1 to an appropriate Unbundled Local Channel to form additional EELs which terminate in any switch other than BellSouth's ITC^DeltaCom's switch. Provided that the entire EEL circuit meets the criteria set forth in Section 10.3.1.3 below, the circuit may, upon ITC^DeltaCom's request, terminate to a CLEC's Point of Presence ("POP"). ITC^DeltaCom will provide a significant amount of local exchange service over the requested combination, as described in Section 10.3.1 et seq. below. Upon BellSouth's request, ITC^DeltaCom shall indicate under what local usage option ITC^DeltaCom seeks to qualify. ITC^DeltaCom shall be deemed to providing a significant amount of local exchange service over the requested combination if one of the options listed in Section 10.3.1 et seq. is met. BellSouth shall have the right to audit ITC^DeltaCom's EELs as specified in Section 10.3.3 below.~~

10.3 Conversions from Special Access Service to EELs

10.3.1 ITC^DeltaCom may not convert (1) **existing** special access services to combinations of loop and transport network elements, whether or not ITC^DeltaCom self-provides its entrance facilities (or obtains entrance facilities from a third party), unless ITC^DeltaCom uses the combination to provide a significant amount of local exchange service, in addition to exchange access service, to a particular customer. To the extent ITC^DeltaCom requests to convert any special access services to combinations of loop and transport network elements at UNE prices, . ITC^DeltaCom shall provide to BellSouth a **blanket** certification that ITC^DeltaCom is providing a significant amount of local exchange service (as described in this Section) over such combinations. The certification shall also indicate under what local usage option ITC^DeltaCom

seeks to qualify for conversion of special access circuits. ITC^DeltaCom shall be **automatically** deemed to be providing a significant amount of local exchange service over such **converted** combinations if one of the following options is met:

10.3.1.1 **Option 1:** ITC^DeltaCom certifies that it is the exclusive provider of an end user's local exchange service. The loop-transport combinations must terminate at ITC^DeltaCom's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, ITC^DeltaCom is the end user's only local service provider, and thus is providing more than a significant amount of local exchange service. ITC^DeltaCom can then use the loop-transport combinations that serve the end user to carry any type of traffic, including using them to carry 100 percent interstate access traffic; or

10.3.1.2 **Option 2:** ITC^DeltaCom certifies that it provides local exchange and exchange access service to the end user customer's premises and handles at least one third of the end user customer's local traffic measured as a percent of total end user customer local dial tone lines; and for DS1 circuits and above, at least 50 percent of the activated channels on the loop portion of the loop-transport combination have at least 5 percent local voice traffic individually, and the entire loop facility has at least 10 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet thiscriteria . The loop-transport combination must terminate at ITC^DeltaCom's collocation arrangement in at least one BellSouth central office. This option does not allow loop-transport combinations to be connected to BellSouth tariffed services; or

10.3.1.3 **Option 3:** ITC^DeltaCom certifies that at least 50 percent of the activated channels on a circuit are used to provide originating and terminating local dial tone service and at least 50 percent of the traffic on each of these local dial tone channels is local voice traffic, and that the entire loop facility has at least 33 percent local voice traffic. When a loop-transport combination includes multiplexing, each of the individual DS1 circuits must meet this criterion. This option does not allow loop-transport combinations to be connected to BellSouth's tariffed services. Under this option, collocation is not required. ITC^DeltaCom does not need to provide a defined portion of the end user's local service, but the

active channels on any loop-transport combination, and the entire facility, must carry the amount of local exchange traffic specified in this option.

10.3.2 In addition, there may be extraordinary circumstances where ITC^DeltaCom is providing a significant amount of local exchange service but does not qualify under any of the three options set forth in Section 10.3.1 et seq. In such case, ITC^DeltaCom may petition the FCC for a waiver of the local usage options set forth above. If a waiver is granted, the Parties shall amend this Agreement, upon either Party's request to the extent necessary to incorporate the terms of such waiver for such extraordinary circumstance.

10.3.3 BellSouth may hire an independent third party to audit ITC^DeltaCom's records that ITC^DeltaCom maintains in the normal course of business to the extent reasonably necessary in order to verify the type of traffic being transmitted over combinations of loop and transport network elements that have been converted from special access to EELs in order to verify compliance with the local usage option pursuant to Section 10.3.1, where BellSouth has a concern that ITC^DeltaCom has not met the criteria for providing a significant amount of local exchange service. BellSouth shall set forth in writing its concern to ITC^DeltaCom contemporaneous with any request for an audit. ITC^DeltaCom shall be given thirty days written notice of scheduled audit. Such audit shall occur no more than one time in a calendar year, unless results of an audit find noncompliance with the significant amount of local exchange service requirement. In the event of noncompliance, ITC^DeltaCom shall reimburse BellSouth for the cost of the audit. If, based on its audits, BellSouth concludes that ITC^DeltaCom is not providing a significant amount of local exchange traffic over the combinations of loop and transport network elements, BellSouth may file a complaint with the appropriate Commission, pursuant to the dispute resolution process as set forth in the Interconnection Agreement. In the event that BellSouth prevails, BellSouth may convert such combinations of loop and transport network elements to special access services and may seek appropriate retroactive reimbursement from ITC^DeltaCom.

10.3.4 ITC^DeltaCom may convert special access circuits to combinations of loop and transport UNEs pursuant to the terms of this Section and subject to the termination provisions in the applicable special access tariffs, if any.

10.4 Rates

10.4.1 Currently Combined EELs listed below in Sections 10.3.5.1.1 - 10.3.5.1.14 shall be billed at the nonrecurring switch-as-is charge and recurring charges for that combination as set forth in Exhibit B of this Attachment. Currently Combined EELs not listed below shall be billed at the sum of the nonrecurring and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.

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

10.4.1.2 DS1 Interoffice Channel + DS1 Channelization + 4-wire VG Local Loop

10.4.1.3 DS1 Interoffice Channel + DS1 Channelization + 2-wire ISDN Local Loop

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

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

10.4.1.6 DS1 Interoffice Channel + DS1 Local Loop

10.4.1.7 DS3 Interoffice Channel + DS3 Local Loop

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

10.4.1.9 DS3 Interoffice Channel + DS3 Channelization + DS1 Local Loop

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

10.4.1.11 2-wire VG Interoffice Channel + 2-wire VG Local Loop

10.4.1.12 4wire VG Interoffice Channel + 4-wire VG Local Loop

10.4.1.13 4-wire 56 kbps Interoffice Channel + 4-wire 56 kbps Local Loop

10.4.1.14 4-wire 64 kbps Interoffice Channel + 4-wire 64 kbps Local Loop

10.4.1.15 DS3 Loop +DS3 channelization + DS1 interoffice channel + DS1 loop

10.4.1.16 DS3 Loop + DS3 channelization + DS1 interoffice loop **(Non-switched combo)**

DS3 Local Channel+DS3 Channelization+DS1 interoffice channel+DS1 Loop
DS3 Local Channel+DS3 Channelization+DS1 Loop

The issue is the billing of nonrecurring charges at the sum of the UNEs. When a lightgate has been ordered and paid for as access and then "converts" to a UNE EEL, BellSouth then bills the sum of the elements nonrecurring charges. ITC will then pay twice for the same service.

10.4.2 Ordinarily Combined EELs listed above shall be billed the sum of the nonrecurring and recurring charges for that combination as set forth in Exhibit B of this Attachment. Ordinarily Combined EELs not listed in Sections 10.3.5.1.1 - 10.3.5.1.14 shall be billed the sum of the nonrecurring charges and recurring charges for the individual network elements that comprise the combination as set forth in Exhibit B of this Attachment.

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

10.5 UNE Port/Loop Combinations

10.5.1 Combinations of port and loop unbundled network elements along with switching and transport unbundled network elements provide local exchange service for the origination or termination of calls. Port/ loop combinations support the same local calling and feature requirements as described in the Unbundled Local Switching or Port section of this Attachment 2 and the ability to presubscribe to a primary carrier for intraLATA and/or to presubscribe to a primary carrier for interLATA toll service.

10.5.3 BellSouth shall provide UNE port/loop combinations described in Section ? below that are Currently Combined or eOrdinarily eCombined in BellSouth's network at the cost-based rates in Exhibit B.

10.5.4 BellSouth is not required to provide combinations of port and loop network elements on an unbundled basis in locations where, pursuant to FCC rules, BellSouth is not required to provide local circuit switching as an unbundled network element and shall do so at the market rates in Exhibit B.

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

10.6 Combination Offerings

10.6.1 2-wire voice grade port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.6.2 2-wire voice grade Coin port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.6.3 2-wire voice grade DID port, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.6.4 2-wire CENTREX port, voice grade loop, CENTREX intercom functionality, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.6.5 2-wire ISDN Basic Rate Interface, voice grade loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.6.6 4-wire ISDN Primary Rate Interface, DS1 loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU,

common transport facilities termination, tandem switching, and tandem trunk port.

10.6.7 4-wire DS1 Trunk port, DS1 Loop, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.6.8 4-wire DS1 Loop with normal serving wire center channelization interface, 2-wire voice grade ports (PBX), 2-wire DID ports, unbundled end office switching, unbundled end office trunk port, common transport per mile per MOU, common transport facilities termination, tandem switching, and tandem trunk port.

10.7 **UNE/Special Access Combinations**

~~10.7.1~~ Additionally BellSouth shall make available to ITC^DeltaCom a combination of unbundled network elements and tariffed special access services. At ITC^DeltaCom's discretion, BellSouth shall provide multiplexing functionality in connection with such combination. BellSouth will provide access to multiplexing within the central office pursuant to the terms, conditions and rates set forth in Exhibit B.

10.8 Conversion of Special Access Loops to UNE loops

10.8.1 At ITC^DeltaCom's option, ITC^DeltaCom reserves the right to convert Special Access loops to UNE loops where the Special Access loop terminates into an ITC^DeltaCom collocation site.

10.9 Other UNE Combinations

Not Typically Combined UNE Combinations to ITC^DeltaCom in addition to those specifically referenced in this Section 10 above, where available. ~~Such combinations shall not be connected to BellSouth tariffed services.~~ To the extent ITC^DeltaCom requests a combination for which BellSouth does not have methods and procedures in place to provide such combination, rates and/or methods and procedures for such combination will be developed pursuant to the BFR/NBR process.

10.9.2 Rates

The rates for Ordinarily Combined UNE Combinations shall be the sum of the recurring rates and nonrecurring rates for the stand-alone network elements as set forth in Exhibit B of this Attachment. The rates for Currently Combined UNE Combinations shall be the sum of the recurring rates for the stand-alone network elements as set forth in Exhibit B, in addition to a **"switch as is"** nonrecurring charge set forth in Exhibit B. To the extent ITC^DeltaCom requests a Not Typically Combined Combination, or to the extent ITC^DeltaCom requests any combination for which BellSouth has not developed methods and procedures to provide such combination, rates and/or methods and procedures for such combination shall be established pursuant to the BFR/NBR process.

10.9.3 When an existing special access service circuit employed by ITC^DeltaCom is converted to Network Elements and/or Combination, BellSouth shall not disconnect and re-connect the elements. When combinations of loop and transport network elements include multiplexing, each of the individual DS1 circuits must meet the above criteria in Section 10.3.1.1-10.3.1.3

~~9.1.4.3 When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.~~ When applicable, BellSouth shall route calls to the appropriate trunk or lines for call origination or termination.

~~9.1.4.4 Subject to this section, BellSouth shall route calls on a per line or per screening class basis to (1) BellSouth platforms providing Network Elements or additional requirements (2) Operator Services platforms, (3) Directory Assistance platforms, and (4) Repair Centers. Any other routing requests by ITC^DeltaCom will be made pursuant to the Bona Fide Request/ New Business Request Process as set forth in General Terms and Conditions.~~

1/21/03 BellSouth response. BellSouth declines this language as provisioins for routing via line class codes for OCP/DA are set forth in Section 13.5 following.

~~9.1.4.5 BellSouth shall provide unbranded recorded announcements and call progress tones to alert callers of call progress and disposition.~~

1/21/03 BellSouth response. BellSouth declines as BellSouth Unbranded service is defined in Section 13.4 following.

~~9.1.4.6 BellSouth shall activate service for an ITC^DeltaCom customer or network interconnection on any of the Local Switching interfaces. This includes provisioning changes to change a customer from BellSouth's services to ITC^DeltaCom's services without loss of switch feature functionality as defined~~

1/21/03 BellSouth response. BellSouth declines BellSouth believes that local switching provisioning requirements are adequately detailed in Section 9.1.3.1.

~~9.1.4.8 BellSouth shall repair and restore any equipment or any other maintainable component that may adversely impact Local Switching.~~

9.1.4.11 ~~Special Services provided by BellSouth will include the following:~~

~~9.1.4.11.1 Telephone Service Prioritization;~~

~~9.1.4.11.2 Related services for handicapped;~~

~~9.1.4.11.3 Soft dial tone where required by law; and~~

~~9.1.4.11.4 Any other service required by law.~~

~~9.1.4.14 BellSouth shall offer Local Switching that provides feature offerings at parity to those provided by BellSouth to itself or any other Party.~~

~~9.1.4.15 Upon ITC^DeltaCom's request, BellSouth shall provide~~ all ~~performance data regarding a customer line, traffic characteristics or other measurable elements to ITC^DeltaCom. ITC^DeltaCom will pay BellSouth for all costs incurred to provide such performance data pursuant~~ to the Parties Professional Services Agreement ~~through the Business Opportunity Request process.~~

~~91.4.16 BellSouth shall offer to ITC^DeltaCom all AIN triggers in connection with its SMS/SCE offering which are supported by BellSouth for offering AIN-based services. Additionally, BellSouth shall offer ITC^DeltaCom AIN triggers on a stand alone basis via ITC^DeltaCom's interconnected STPS.~~ 10/20/02 **in 9.2.6**

~~9.1.4.16 Where capacity exists, BellSouth shall assign each ITC^DeltaCom customer line the class of service designated by ITC^DeltaCom (e.g., using line class codes or other switch specific provisioning methods), and shall route directory assistance calls from ITC^DeltaCom customers to ITC^DeltaCom directory assistance operators at ITC^DeltaCom's option.~~

1/21/02 BellSouth response. BellSouth declines this language as provisioins for routing via line class codes for OCP/DA are set forth in Section 13.5 following.

~~9.1.4.17 Where capacity exists, BellSouth shall assign each ITC^DeltaCom customer line the class of services designated by ITC^DeltaCom (e.g., using line class codes or other switch specific provisioning methods) and shall route operator calls from ITC^DeltaCom customers to ITC^DeltaCom operators at ITC^DeltaCom's option. For example, BellSouth may translate 0- and 0+ intraLATA traffic, and route the call through appropriate trunks to an ITC^DeltaCom Operator Services Position System (OSPS). Calls from Local Switching must pass the ANI-II digits unchanged.~~

1/21/03 BellSouth response. BellSouth declines this language as Section 13.2.2 provides the requirements to be met by BellSouth when ITC requests Operator Services from BellSouth.

~~9.1.4.18 Local Switching shall be offered in accordance with the technical specifications set forth in the applicable industry standard references.~~

1/21/03 BellSouth response. BellSouth declines this language as section 9.2.7.1 states: ..Local Switching shall be equal to or better than the requirements for Local Switching set forth in the applicable industry standard.

~~9.1.6.2 Interface to ITC^DeltaCom operator services systems or Operator Services through appropriate trunk interconnections for the system; and [move to 4.2.11.6]~~

12/6/02 ITC please advise where this should be included as section 4 is NIDs.
1/21/03 BellSouth response. BellSouth declines this language as Section 13.2. Operator Services.

~~9.1.6.3 Interface to ITC^DeltaCom Directory Assistance Services through the ITC^DeltaCom switched network or to Directory Assistance Services through the appropriate trunk interconnections for the system; and 950 access or other ITC^DeltaCom required access to interexchange carriers as requested through appropriate trunk interfaces. [move to 4.2.11.7]~~

1/21/03 BellSouth response. BellSouth declines this language as Section 13.2 and 13.3 addresses this issue.

11. Transport, Channelization and Dark Fiber

BellSouth agrees to offer access to unbundled transport and dark fiber pursuant to following terms and conditions and at the rates set forth in Attachment 11.

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

11.1 **Transport**

11.1.1 Interoffice transmission facility network elements include:

11.1.1.1 Dedicated transport

11.1.1.2 Dark Fiber transport

11.1.1.3 Common (Shared) transport

11.2 BellSouth shall:

11.2.1 Provide ITC^DeltaCom exclusive use of interoffice transmission facilities dedicated to a particular customer or carrier, or shared use of the features, functions, and capabilities of interoffice transmission facilities shared by more than one customer or carrier;

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

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

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

11.2.5 BellSouth shall provide dark fiber transport in accordance with the standards and provisions contained in Section 11.6.

11.3 **Common (Shared) Transport**

11.3.1 Definition of Common (Shared) Transport

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

11.3.2 Technical Requirements of Common (Shared) Transport

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

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

11.3.2.3 BellSouth shall be responsible for the engineering, provisioning, and maintenance of the underlying equipment and facilities that are used to provide Common (Shared) Transport. BellSouth shall provide any reporting associated with Common (shared) Transport performance to ITC^DeltaCom for which BellSouth provides to itself.

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

11.4 **Dedicated Transport**

11.4.1 Definitions

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

11.4.3 Unbundled Local Channel

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

11.4.5 Unbundled Interoffice Channel.

11.4.6 Unbundled Interoffice Channel is the dedicated transmission path that provides telecommunication between BellSouth's Serving Wire Centers' collocations.

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

11.4.7.1 As capacity on a shared UNE facility.

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

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

11.4.8 When Dedicated Transport is provided it shall include:

11.4.8.1 Transmission equipment such as, line terminating equipment, amplifiers, and regenerators;

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

11.4.9 Rates for Dedicated Transport are listed in Exhibit B of this Attachment.

11.4.10 Technical Requirements

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

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

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

11.4.10.4 For DS1 or VT1.5 circuits, Dedicated Transport shall, at a minimum, meet the performance, availability, jitter, and delay requirements specified for Customer Interface to Central Office ("CI to CO") connections in the appropriate industry standards.

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

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

11.4.10.6.1 DS0 Equivalent;

11.4.10.6.2 DS1 (Extended SuperFrame - ESF);

11.4.10.6.3 DS3 (signal must be framed);

11.4.10.6.4 SDH (Synchronous Digital Hierarchy) Standard interface rates in accordance with International Telecommunications Union (ITU)

Recommendation G.707 and Plesiochronous Digital Hierarchy (PDH) rates per ITU Recommendation G.704.

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

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

11.4.11.1 BellSouth Technical References:

11.4.11.2 TR-TSY-000191 Alarm Indication Signals Requirements and Objectives, Issue 1, May 1986.

11.4.11.3 TR 73501 LightGate®Service Interface and Performance Specifications, Issue D, June 1995.

11.4.11.4 TR 73525 MegaLink®Service, MegaLink Channel Service & MegaLink Plus Service Interface and Performance Specifications, Issue C, May 1996.

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

11.5 **Unbundled Channelization**

11.5.1 BellSouth agrees to offer access to Unbundled Channelization when available pursuant to following terms and conditions and at the rates set forth in Exhibit B of this Attachment. Channelization will be offered with both the high and the low speed sides to be connected to collocation.

11.5.2 Definition

11.5.2.1 Unbundled Channelization (UC) provides the multiplexing capability that will allow a DS1 (1.544 Mbps) or DS3 (44.736 Mbps) or STS-1 Unbundled Network Element (UNE) or collocation cross-connect to be multiplexed or channelized at a BellSouth central office. This can be accomplished through the use of a stand-alone multiplexer or a digital cross-connect system as mutually agreed by the Parties. Once UC has been installed, ITC^DeltaCom can have channels activated on an as-needed basis by having BellSouth connect lower level UNEs via Central Office Channel Interfaces (COCIs).

11.5.3 BellSouth shall make available the following channelization systems and COCIs:

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

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

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

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

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

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

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

11.5.8 Technical Requirements

11.5.8.1 In order to assure proper operation with BST provided central office multiplexing functionality, the customer's channelization equipment must adhere strictly to form and protocol standards. Separate standards exist for the multiplex channel bank, for voice frequency encoding, for various signaling schemes, and for subrate digital access.

11.5.8.2 DS0 to DS1 Channelization

11.5.8.2.1 The DS1 signal must be framed utilizing the framing structure defined in ANSI T1.107, *Digital Hierarchy Formats Specifications* and ANSI T1.403.02, *DS1 Robbed-bit Signaling State Definitions*. DS0 to DS1 Channelization requirements are essential the same as defined in BellSouth Technical Reference 73525, *MegaLink® Service, MegaLink® Channel Service, MegaLink® Plus Service, and MegaLink® Light Service Interface and Performance Specification.*

11.5.8.3 DS1 to DS3 Channelization

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

11.5.8.4 DS1 to STS Channelization

11.5.8.4.1 The STS-1 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) – Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET) – Payload Mappings. DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical

Reference TR 73501, LightGate® Service Interface and Performance Specifications.

~~*11.5.8.4.2 OCN to DS3 Channelization*~~

BellSouth should have OC-3 interfaces into their DXCs (digital cross-connect systems). With these OC-3 interfaces we should be able to get multiplexing to the DS3 or DS1 level. So the Service would be an OC-3 to a DS3 channelization or an OC-3 to a DS1 channelization.

11.5.8.4.2 OC-3 to DS1 Channelization

The OC-3 signal must be framed utilizing the framing structure define in ANSI T1.105, Synchronous Optical Network (SONET) ? Basic Description Including Multiplex Structure, Rates and Formats and T1.105.02, Synchronous Optical Network (SONET). Internal to the Digital Cross-Connect the OC-3 signal would covert to 3 STS-1 signals. The DS1 to STS Channelization requirements are essentially the same as defined in BellSouth Technical Reference TR 73501, LightGate® Service Interface and Performance Specifications.

11.6 Dark Fiber Transport

11.6.1 Definition

11.6.2 Dark Fiber Transport is optical transmission facilities without attached signal regeneration, multiplexing , aggregation or other electronics that connects two points within BellSouth's network. ~~that connects two points within BellSouth's network~~. Dark Fiber transport is offered in two configurations: Interoffice Channel as defined in 11.4.5, between ITC^DeltaCom's collocation arrangement within the POP serving wire center and the end user service wire center and Local Channel as defined in 11.4.3, from ITC^DeltaCom's collocation arrangement in the POP serving wire center. Dark Fiber Transport is unused strands of optical fiber. It may be strands of optical fiber existing in aerial or underground structure. No line terminating elements, regeneration or other electronics are necessary for ITC^DeltaCom to utilize Dark Fiber Transport.

11.6.3 Requirements

11.6.3.1 BellSouth shall make available Dark Fiber Transport where it exists in BellSouth's network and where, as a result of future building or

deployment, it becomes available. **Dark Fiber Transport loop will not be deemed available if: (1) it is used by BellSouth for maintenance and repair purposes; (2) it is designated for use pursuant to a firm order placed by another customer; (3) it is restricted for use by all carriers, including BellSouth, because it is scheduled for removal due to documented changes to roads and infrastructure;** or BellSouth has plans to use the fiber within a two-year period, there is no requirement to provide said fiber to ITC^DeltaCom.

11.6.3.3 BellSouth shall use its best efforts to provide to ITC^DeltaCom information regarding the location, availability and performance of Dark Fiber Transport within ten (10) business after receiving a request from ITC^DeltaCom. Within such time period, BellSouth shall send written confirmation of availability of the Dark Fiber Transport ("Confirmation"). From the time of the Request to forty-five (45) days after Confirmation, BellSouth shall hold such requested Dark Fiber Transport for ITC^DeltaCom's use and may not allow any other party to use such media, including BellSouth~~, if ITC^DeltaCom has requested dark fiber to a collocation space that is awaiting its completion.~~

11.6.3.4 If the requested Dark Fiber Transport is available, BellSouth shall provision the Dark Fiber Transport to ITC^DeltaCom within twenty (20) business days after ITC^DeltaCom submits a valid, error free LSR Request. Provisioning includes identification of appropriate connection points (e.g., Light Guide Interconnection (LGX)) to enable ITC^DeltaCom to connect or (2) splice or plug-in ITC^DeltaCom provided transmission media (e.g., optical fiber) or equipment to the Dark Fiber Transport.

11.6.3.5 BellSouth Dark Fiber Transport ~~shall meet the manufacturer's design~~ specifications are as set forth in Section 8.2.6 above.

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

12. Tandem Switching

12.1 Definition

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

12.2 Technical Requirements

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

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

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

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

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

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

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

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

12.2.2 Tandem Switching shall accept connections (including the necessary signaling and trunking interconnections) between end offices, other tandems, IXCs, ICOs, CAPs and CLEC switches.

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

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

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

12.2.6 Upon a reasonable request from ITC^DeltaCom, BellSouth shall perform routine testing and fault isolation on the underlying switch that is providing

Tandem Switching and all its interconnections. The results and reports of the testing shall be made immediately available to ITC^DeltaCom.

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

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

12.2.9 Selective Call Routing through the use of line class codes is not available through the use of tandem switching. Selective Call Routing through the use of line class codes is an end office capability only. Detailed primary and overflow routing plans for all interfaces available within BellSouth switching network shall be mutually agreed to by ITC^DeltaCom and BellSouth.

12.2.10 Tandem Switching shall process originating toll-free traffic received from ITC^DeltaCom local switch.

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

12.3 Interface Requirements

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

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

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

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

12.3.5 Tandem Switching shall provide an alternate final routing pattern for ITC^DeltaCom traffic overflowing from direct end office high usage trunk groups.

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

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

12.4.2 GR-905-CORE covering CCSNIS;

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

13. Operator Systems

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

13.1 Definition

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

13.2 Operator Service

13.2.1 Definition

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

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

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

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

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

INWARD OPERATOR SERVICES	
	Inward Operator Services - Verification, Per Minute
	Inward Operator Services - Verification and Emergency Interrupt - Per Minute

13.2.2 Requirements

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

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

13.2.2.1.2 BellSouth shall complete 0+ intraLATA toll calls.

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

13.2.2.1.4 BellSouth shall complete person-to-person calls.

13.2.2.1.5 BellSouth shall complete collect calls.

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

13.2.2.1.7 BellSouth shall complete station-to-station calls.

13.2.2.1.8 BellSouth shall process emergency calls.

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

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

13.2.2.1.11 BellSouth shall process operator-assisted directory assistance calls.

13.2.2.2 BellSouth shall adhere to equal access requirements, providing ITC^DeltaCom local customers the same IXC access as provided to BellSouth customers.

13.2.2.3 BellSouth shall exercise at least the same level of fraud control in providing Operator Service to ITC^DeltaCom that BellSouth provides for its own operator service.

13.2.2.4 BellSouth shall perform Billed Number Screening when handling Collect, Person-to-Person, and Billed-to-Third-Party calls.

13.2.2.5 BellSouth shall direct customer account and other similar inquiries to the customer service center designated by ITC^DeltaCom.

13.2.2.6 BellSouth shall provide a feed of customer call records in "EMI" format to ITC^DeltaCom in accordance with ODUF standards specified in Attachment 7.

13.2.3 Interface Requirements

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

13.3 Directory Assistance Service

13.3.1 Definition

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

13.3.2 Requirements

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

13.3.2.2 Directory Assistance Service Updates

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

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

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

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

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

13.4 Branding for Operator Call Processing and Directory Assistance

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

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

13.4.2.1 Service Level 1 - BellSouth Branding

13.4.2.2 Service Level 2 - Unbranded

12.4.2.3 Service Level 3 - Custom Branding

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

13.4.3 For Resellers and Use with an Unbundled Port

13.4.3.1 BellSouth Branding is the Default Service Level.

13.4.3.2 Unbranding, Custom Branding, and Self Branding require ITC^DeltaCom to order selective routing for each originating BellSouth end office identified by ITC^DeltaCom. Rates for Selective Routing are set forth in Attachment 11.

13.4.3.3 Customer Branding and Self Branding require ITC^DeltaCom to order dedicated trunking from each BellSouth end office identified by ITC^DeltaCom, to either the BellSouth Traffic Operator Position System (TOPS) or ITC^DeltaCom Operator Service Provider. Rates for trunks are set forth in applicable BellSouth tariffs.

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

13.4.4 For Facilities Based Carriers

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

13.4.4.2 Customized Branding includes charges for the recording of the branding announcement and the loading of the audio units in each TOPS Switch, IVS and NAV equipment for which ITC^DeltaCom requires service.

Directory Assistance customized branding uses:
- the recording of the name;
- the front-end loading in each TOPS switch.

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

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

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

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

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

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

13.5.4 Where available, ITC^DeltaCom specific and unique line class codes are programmed in each BellSouth end office switch where ITC^DeltaCom intends to

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

13.5.5 BellSouth Branding is the default branding offering.

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

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

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

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

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

13.5.6.2 For BellSouth to provide Unbranding or Custom Branding via OLNS software for Operator Call Processing or for Directory Assistance, ITC^DeltaCom must have its Operating Company Number ("OCN(s)") and telephone numbers reside in BellSouth's LIDB; however, a BellSouth LIDB Storage Agreement is not required. To implement Unbranding and Custom Branding via OLNS software, ITC^DeltaCom must submit a manual order form

which requires, among other things, ITC^DeltaCom's OCN and a forecast for the traffic volume anticipated for each BellSouth TOPS during the peak busy hour. ITC^DeltaCom shall provide updates to such forecast on a quarterly basis and at any time such forecasted traffic volumes are expected to change significantly. Upon ITC^DeltaCom's purchase of Unbranding or Custom Branding using OLNS software for any particular TOPS, all ITC^DeltaCom end users served by that TOPS will receive the Unbranded "no announcement" or the Custom Branded announcement.

13.5.6.3 BellSouth Branding is the default branding offering.

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

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

13.5.7 Facilities Based Carrier Branding

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

13.5.7.2 Unbranding is the default branding offering.

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

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

13.5.8 Directory Assistance customized branding uses:

13.5.8.1 the recording of <<customer_short_name>>;

13.5.8.1.1 the loading of the recording in each switch.

13.5.8.2 Operator Call Processing customized branding uses:

13.5.8.2.1 the recording of <<customer_short_name>>;

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

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

13.6 Directory Assistance Database Service (DADS)

13.6.1 BellSouth shall make its Directory Assistance Database Service (DADS) available solely for the expressed purpose of providing Directory Assistance type services to ITC^DeltaCom end users. The term "end user" denotes any entity which obtains Directory Assistance type services for its own use from a DADS customer. Directory Assistance type service is defined as Voice Directory Assistance (DA Operator assisted) and Electronic Directory Assistance (Data System assisted)). ITC^DeltaCom agrees that Directory Assistance Database Service (DADS) will not be used for any purpose which violates federal or state laws, statutes, regulatory orders or tariffs. Except for the permitted users, ITC^DeltaCom agrees not to disclose DADS to others and shall provide due care in providing for the security and confidentiality of DADS. For the purposes of provisioning a Directory Assistance type service, all terms and conditions are set forth in Exhibit X. ~~of GSST A38 apply and are incorporated by reference herein~~. Further, ITC^DeltaCom authorizes the inclusion of ITC^DeltaCom Subscriber listings in the BellSouth Directory Assistance products.

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

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

13.6.4 BellSouth is authorized to include ITC^DeltaCom Subscriber List Information in its Directory Assistance Database Service (DADS) and its Directory Publishers Database Service (DPDS). Any other use by BellSouth of ITC^DeltaCom Subscriber List Information is not authorized and with the exception of a request for DADS or DPDS, BellSouth shall refer any request for such information to ITC^DeltaCom.

13.6.5 Rates for DADS are as set forth in Exhibit B of this Attachment.

13.7 Direct Access to Directory Assistance Service

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

13.7.2 BellSouth will provide DADAS from its DA location. ITC^DeltaCom will access the DADAS system via a telephone company provided point of availability. ITC^DeltaCom has the responsibility of providing the physical links required to connect to the point of availability. These facilities may be purchased from the telephone company as rates and charges billed separately from the charges associated with this offering.

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

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

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

13.7.4.2 DADAS to Subscriber Switch—Northern Telecom Document Q210-1 Version A107; NTDMS/CCIDAS System Application Protocol; and AT&T Document 250-900-535 Operator Services Position System Listing Service and Application Call Processing Data Link Interface Specification

13.7.4.3 DADAS to Audio Subsystem (Optional)—Directory One Call Control to Audio Response Unit system interface specifications are available through Northern Telecom as a licensed access protocol—Northern Telecom Document 355-004424 and Gateway/Interactive Voice subsystem Protocol Specification

13.7.5 Rates for DADAS are as set forth in BellSouth's in Exhibit XFCC No. 1 Tariff.

14. Signaling

Unbundled signaling and access to BellSouth's signaling databases shall be provided pursuant to this Attachment and Attachment 3 Section 4.8 subject to

compatibility testing and at the rates set forth in Exhibit B of this Attachment. BellSouth may provide mediated access to BellSouth signaling systems and databases. Available signaling elements include signaling links, signal transfer points and service control points. Signaling functionality will be available with both A-link and B-link connectivity.

14.1 Definition of Signaling Link Transport

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

14.2 Technical Requirements

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

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

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

14.2.2.2 As a "B-link" which is a connection between two STP pairs in different company networks (e.g., between two STP pairs for two Competitive Local Exchange Carriers (CLECs)).

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

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

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

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

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

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

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

14.2.5.1 No single failure of facilities or equipment causes the failure of both links in an A-link layer (i.e., the links should be provided on a minimum of two separate physical paths end-to-end); and

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

14.3 Interface Requirements

14.3.1 There shall be a DS1 (1.544 Mbps) interface at the ITC^DeltaCom-designated SPOIs. Each 56 kbps transmission path shall appear as a DS0 channel within the DS1 interface.

15. Signaling Transfer Points (STPs)

15.1 Definition

15.1.1 Signaling Transfer Points is a signaling network function that includes all of the capabilities provided by the signaling transfer point switches (STPs) and their associated signaling links which enable the exchange of SS7 messages among and between switching elements, database elements and signaling transfer point switches

15.2.1 Technical Requirements

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

15.2.1.2 BellSouth Local Switching or Tandem Switching;

15.2.1.3 BellSouth Service Control Points/DataBases;

15.2.1.4 Third-party switching;

15.2.1.5 Third-party-provided STPs.

15.2.2 The connectivity provided by STPs shall fully support the functions of all other Network Elements connected to BellSouth SS7 network. This explicitly includes the use of BellSouth SS7 network to convey messages, which neither originate nor terminate at a signaling end point directly connected to BellSouth SS7 network (*i.e.,* transient messages). When BellSouth SS7 network is used to convey transient messages, there shall be no alteration of the Integrated Services Digital Network User Part (ISDNUP) or Transaction Capabilities Application Part (TCAP) user data that constitutes the content of the message.

15.2.3 If a BellSouth tandem switch routes calling traffic, based on dialed or translated digits, on SS7 trunks between an ITC^DeltaCom local switch and third party local switch, BellSouth SS7 network shall convey the TCAP messages that are necessary to provide Call Management features (Automatic Callback, Automatic Recall, and Screening List Editing) between ITC^DeltaCom local STPs and the STPs that provide connectivity with the third party local switch, even if the third party local switch is not directly connected to BellSouth STPs.

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

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

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

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

15.2.5 STPs shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as defined in Bellcore ANSI Interconnection Requirements. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. In cases where the destination signaling point is a ITC^DeltaCom or third party switching system directly connected to BellSouth SS7 network, BellSouth shall perform final GTT of messages to the destination and SCCP Subsystem Management of the destination. In all other cases, BellSouth shall perform intermediate GTT of messages to a gateway pair of STPs in an SS7 network connected with BellSouth SS7 network, and shall not perform SCCP Subsystem Management of the destination. If BellSouth performs final GTT to a ITC^DeltaCom database, then ITC^DeltaCom agrees to provide BellSouth with the Destination Point Code for the ITC^DeltaCom database.

15.2.6 STPs shall provide on a non-discriminatory basis all functions of the OMAP commonly provided by STPs, as specified in the reference in Section 12.4.5 of this Attachment. All OMAP functions will be on a "where available" basis and can include:

15.2.6.1 MTP Routing Verification Test (MRVT) and

15.2.6.2 SCCP Routing Verification Test (SRVT).

15.2.7 In cases where the destination signaling point is a BellSouth switching system or database, or is an ITC^DeltaCom or third party switching system directly connected to the BellSouth SS7 network, STPs shall perform MRVT and SRVT to the destination signaling point. In all other cases, STPs shall perform MRVT and SRVT to a gateway pair of STPs in an SS7 network connected with the BellSouth SS7 network. This requirement shall be superseded by the specifications for Internetwork MRVT and SRVT if and when these become approved ANSI standards and available capabilities of BellSouth STPs, and if mutually agreed upon by ITC^DeltaCom and BellSouth.

15.2.8 STPs shall be on parity with BellSouth.

15.2.9 SS7 Advanced Intelligent Network (AIN) Access

15.2.9.1 When technically feasible and upon request by ITC^DeltaCom, SS7 Access shall be made available in association with unbundled switching. SS7 AIN Access is the provisioning of AIN 0.1 triggers in an equipped BellSouth local switch and interconnection of the BellSouth SS7 network with the ITC^DeltaCom SS7 network to exchange TCAP queries and responses with an ITC^DeltaCom SCP.

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

15.3 Interface Requirements

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

15.3.1.1 An A-link interface from ITC^DeltaCom local switching systems; and,

15.3.1.2 A B-link interface from ITC^DeltaCom local STPs.

15.3.2 Each type of interface shall be provided by one or more sets (layers) of signaling links.

15.3.3 The Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the Central Office (CO) where BellSouth STP is located. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling for interconnecting ITC^DeltaCom local switching systems or STPs with BellSouth STPs as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and ITC^DeltaCom will work jointly to establish mutually acceptable SPOIs.

15.3.4 BellSouth CO shall provide intraoffice diversity between the SPOIs and BellSouth STPs, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and ITC^DeltaCom will work jointly to establish mutually acceptable SPOIs.

15.3.5 BellSouth shall provide MTP and SCCP protocol interfaces that shall conform to all sections relevant to the MTP or SCCP in the following specifications:

15.3.5.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

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

15.3.6 Message Screening

15.3.6.1 BellSouth shall set message screening parameters so as to accept valid messages from ITC^DeltaCom ~~local or tandem~~ switching systems destined to any signaling point within BellSouth's SS7 network where the ITC^DeltaCom switching system has a legitimate signaling relation.

15.3.6.2 BellSouth shall set message screening parameters so as to pass valid messages from ITC^DeltaCom switching systems destined to any signaling point or network accessed through BellSouth's SS7 network where the ITC^DeltaCom switching system has a legitimate signaling relation.

15.3.6.3 BellSouth shall set message screening parameters so as to accept and pass/send valid messages destined to and from ITC^DeltaCom from any signaling point or network interconnected through BellSouth's SS7 network where the ITC^DeltaCom SCP has a legitimate signaling relation.

15.4 STPs shall be equal to or better than all of the requirements for STPs set forth in the following technical references:

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

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

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

15.4.4 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

15.4.5 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

15.4.6 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

15.4.7 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP); and

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

16. SS7 Network Interconnection

16.1.1 Definition

SS7 Network Interconnection is the interconnection of ITC^DeltaCom local Signaling Transfer Point Switches (STP) and ITC^DeltaCom switching systems with BellSouth STPs. This interconnection provides connectivity that enables the exchange of SS7 messages among BellSouth switching systems and databases (DBs), ITC^DeltaCom switching systems, and other third-party switching systems directly connected to the BellSouth SS7 network.

16.1.2 Technical Requirements

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

16.1.2.1.1 BellSouth switching systems;

16.1.2.1.2 BellSouth DBs; and

16.1.2.1.3 Other third-party switching systems.

16.1.2.5 SS7 Network Interconnection shall provide all functions of the SCCP necessary for Class 0 (basic connectionless) service, as specified in ANSI T1.112. In particular, this includes Global Title Translation (GTT) and SCCP Management procedures, as specified in T1.112.4. Where the destination signaling point is a BellSouth switching system or DB, or is another third-party switching system directly connected to the BellSouth SS7 network, SS7 Network Interconnection shall include final GTT of messages to the destination and SCCP Subsystem Management of the destination. Where the destination signaling point is an ITC^DeltaCom switching system, SS7 Network Interconnection shall include intermediate GTT of messages to a gateway pair of ITC^DeltaCom local STPs, and shall not include SCCP Subsystem Management of the destination.

16.1.2.6 SS7 Network Interconnection shall provide all functions of the Integrated Services Digital Network User Part (ISDNUP), as specified in ANSI T1.113.

16.1.2.7 SS7 Network Interconnection shall provide all functions of the TCAP, as specified in ANSI T1.114.

16.1.2.8 If and when Internetwork MTP Routing Verification Test (MRVT) and SCCP Routing Verification Test (SRVT) become approved ANSI standards and available capabilities of BellSouth STPs, SS7 Network Interconnection shall provide these functions of the OMAP.

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

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

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

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

16.1.3 Interface Requirements

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

16.1.3.1.1 A-link interface from ITC^DeltaCom switching systems; and

16.1.3.1.2 B-link interface from ITC^DeltaCom STPs.

16.1.3.2 **In the ITC^Deltacom serving wire center in the LATA in which the BellSOuth STP is located, t The** Signaling Point of Interconnection (SPOI) for each link shall be located at a cross-connect element, such as a DSX-1, in the **Central Office (CO)** of the ITC^DeltaCom serving wire center. There shall be a DS1 or higher rate transport interface at each of the SPOIs. Each signaling link shall appear as a DS0 channel within the DS1 or higher rate interface. BellSouth shall offer higher rate DS1 signaling links for interconnecting ITC^DeltaCom local switching systems or STPs with BellSouth STPs ~~as soon as these become approved ANSI standards and available capabilities of BellSouth STPs. BellSouth and ITC^DeltaCom will work jointly to establish mutually acceptable SPOI.~~

16.1.3.3 BellSouth CO shall provide intraoffice diversity between the SPOIs and the BellSouth STP, so that no single failure of intraoffice facilities or equipment shall cause the failure of both B-links in a layer connecting to a BellSouth STP. BellSouth and ITC^DeltaCom will work jointly to establish mutually acceptable SPOI.

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

16.1.3.4.1 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

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

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

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

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

16.1.4 SS7 Network Interconnection shall be equal to or better than all of the requirements for SS7 Network Interconnection set forth in the following technical references:

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

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

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

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

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

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

16.1.4.7 ANSI T1.115-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Monitoring and Measurements for Networks;

16.1.4.8 ANSI T1.116-1990 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Operations, Maintenance and Administration Part (OMAP);

16.1.4.9 ANSI T1.118-1992 American National Standard for Telecommunications - Signaling System Number 7 (SS7) - Intermediate Signaling Network Identification (ISNI);

16.1.4.10 Bellcore GR-905-CORE, Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Network Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network User Part (ISDNUP);

16.1.4.11 Bellcore GR-954-CORE, CCS Network Interface Specification (CCSNIS) Supporting Line Information Database (LIDB) Service;

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

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

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

17. Service Control Points/DataBases

17.1 Definition

17.1.1 Databases provide the functionality for storage of, access to, and manipulation of information required to offer a particular service and/or capability. Databases include, but are not limited to: Local Number Portability, Toll Free Number Database, Automatic Location Identification/Data Management System, access to Service Creation Environment and Service Management System (SCE/SMS) application databases and Directory Assistance.

17.1.2 A Service Control Point (SCP) is a specific type of Database functionality deployed in a Signaling System 7 (SS7) network that executes service application logic in response to SS7 queries sent to it by a switching system also connected to the SS7 network. Service Management Systems provide operational interfaces to allow for provisioning, administration and maintenance of subscriber data and service application data stored in SCPs.

17.1.3 Additionally BellSouth shall offer ITC^DeltaCom AIN triggers on a stand-alone basis via ITC^DeltaCom's interconnected STPs.

17.2 Technical Requirements for SCPs/Databases

Requirements for SCPs/Databases within this section address storage of information, access to information (e.g. signaling protocols, response times), and administration of information (e.g., provisioning, administration, and maintenance). All SCPs/Databases shall be provided to ITC^DeltaCom in accordance with the following requirements.

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

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

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

17.2.4 Database Availability

Call processing databases shall have a maximum unscheduled availability of 30 minutes per year. Unavailability due to software and hardware upgrades shall be scheduled during minimal usage periods and only be undertaken upon proper notification to providers which might be impacted. Any downtime associated with the provision of call processing related databases will impact all service providers, including BellSouth, equally.

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

17.3 Local Number Portability Database

17.3.1 Definition

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

17.4 Line Information Database (LIDB)

17.4.1 Definition

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

17.4.1.1 BellSouth will store in its LIDB only records relating to service in the BellSouth region.

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

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

17.4.2 Technical Requirements

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

17.4.2.1 BellSouth shall process ITC^DeltaCom's Customer records in LIDB at least at parity with BellSouth customer records, with respect to other LIDB functions. BellSouth shall indicate to ITC^DeltaCom what additional functions (if any) are performed by LIDB in the BellSouth network.

17.4.2.2 Within two (2) weeks after a request by ITC^DeltaCom, BellSouth shall provide ITC^DeltaCom with a list of the customer data items which ITC^DeltaCom would have to provide in order to support each required LIDB function. The list shall indicate which data items are essential to LIDB function, and which are required only to support certain services. For each data item, the list shall show the data formats, the acceptable values of the data item and the meaning of those values.

17.4.2.3 BellSouth shall provide LIDB systems for which operating deficiencies that would result in calls being blocked, shall not exceed 30 minutes per year.

17.4.2.12 BellSouth shall provide ITC^DeltaCom performance of the LIDB Data Screening function, which allows a LIDB to completely or partially deny specific query originators access to LIDB data owned by specific data owners, for Customer Data that is part of an NPA-NXX or RAO-0/1XX wholly or partially owned by ITC^DeltaCom at least at parity with BellSouth Customer Data. BellSouth shall obtain from ITC^DeltaCom the screening information associated with LIDB Data Screening of ITC^DeltaCom data in accordance with this requirement. BellSouth currently does not have LIDB Data Screening capabilities. When such capability is available, BellSouth shall offer it to ITC^DeltaCom under the Bona Fide Request process of Attachment 9.

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

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

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

17.4.3 Interface Requirements

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

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

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

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

17.5 **BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service**

All of the negotiated rates, terms and conditions set forth in this Section pertain to the provision of 8XX Access Ten Digit Screening Services.

17.5.1 BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database

17.5.2 The BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service database (herein known as 8XX SCP) is a SCP that contains customer record information and functionality to provide call-handling instructions for 8XX calls. The 8XX SCP IN software stores data downloaded from the national SMS and provides the routing instructions in response to queries from the SSP or tandem. The

BellSouth SWA 8XX Toll Free Dialing Ten Digit Screening Service (herein know as 8XX TFD), utilizes the 8XX SCP to provide identification and routing of the 8XX calls, based on the ten digits dialed. 8XX TFD is provided with or without POTS number delivery, dialing number delivery, and other optional complex features as selected by ITC^DeltaCom. BellSouth shall provide 8XX TFD in accordance with the following:

17.5.3 Technical Requirements

17.5.4 BellSouth shall provide ITC^DeltaCom with access to the 8XX record information located in the 8XX SCP. The 8XX SCP contains current records as received from the national SMS and will provide for routing 8XX originating calls based on the dialed ten digit 8XX number.

17.5.5 The 8XX SCP is designated to receive and respond to queries using the American National Standard Specification of Signaling System Seven (SS7) protocol. The 8XX SCP shall determine the carrier identification based on all ten digits of the dialed number and route calls to the carrier, POTS number, dialing number and/or other optional feature selected by ITC^DeltaCom.

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

17.5.7 Network Management;

17.5.8 Customer Sample Collection; and

17.5.9 Service Maintenance.

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

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

17.6.1 Technical Requirements

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

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

17.6.1.2.1 Name;

17.6.1.2.2 Address;

17.6.1.2.3 Telephone number; and

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

17.6.1.3 When the BellSouth is responsible for administering the ALI/DMS database in its entirety, ported number NXXs entries for the ported numbers should be maintained unless ITC^DeltaCom requests otherwise and shall be updated if ITC^DeltaCom requests, provided ITC^DeltaCom supplies BellSouth with the updates.

17.6.1.4 When Remote Call Forwarding (RCF) is used to provide number portability to the local customer and a remark or other appropriate field information is available in the database, the shadow or "forwarded-to" number and an indication that the number is ported shall be added to the customer record.

17.6.1.5 If BellSouth is responsible for configuring PSAP features (for cases when the PSAP or BellSouth supports an ISDN interface) it shall ensure that CLASS Automatic Recall (Call Return) is not used to call back to the ported number. Although BellSouth currently does not have ISDN interface, BellSouth agrees to comply with this requirement once ISDN interfaces are in place.

17.6.2 Interface Requirements

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

17.7 Directory Assistance Database

BellSouth shall make its directory assistance database available to ITC^DeltaCom in order to allow ITC^DeltaCom to provide its customers with the same directory assistance telecommunications services BellSouth provides to BellSouth customers. BellSouth shall provide ITC^DeltaCom with an initial feed via magnetic tape and daily update initially via magnetic tape and subsequently via an electronic gateway to be developed mutually by ITC^DeltaCom and BellSouth of customer address and number changes. Directory Assistance Services must provide both the ported and ITC^DeltaCom telephone numbers to the extent available in BellSouth's database assigned to a customer. Privacy indicators must be properly identified to assure the non-published numbers are accurately identified.

17.8 **Calling Name (CNAM) Database Service.**

ITC^DeltaCom may provide to its account manager a written request to enter into a CNAM agreement with BellSouth. If ITC^DeltaCom is interested in requesting CNAM with volume and term pricing, ITC^DeltaCom must contact its account manager and specifically request a CNAM volume and term agreement.

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

17.9.1 GR-246-CORE, Bell Communications Research Specification of Signaling System Number 7, ISSUE 1 (Bellcore, December 199);

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

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

17.9.4 GR-1149-CORE, OSSGR Section 10: System Interfaces, Issue 1 (Bellcore, October 1995) (Replaces TR-NWT-001149);

17.9.5 BellCore GR-1158-CORE, OSSGR Section 22.3: Line Information Database 6, Issue (Bellcore, October 1995);

17.9.6 BellCore GR-1428-CORE, CCS Network Interface Specification (CCSNIS) Supporting Toll Free Service (Bellcore, May 1995); and

17.9.7 BOC Notes on BellSouth Networks, SR-TSV-002275, ISSUE 2, (Bellcore, April 1994).

17.10 Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access.

17.10.1 BellSouth's Service Creation Environment and Service Management System (SCE/SMS) Advanced Intelligent Network (AIN) Access shall provide ITC^DeltaCom the capability that will allow ITC^DeltaCom and other third parties to create service applications in a BellSouth Service Creation Environment and deploy those applications in a BellSouth SMS to a BellSouth SCP. The third party service applications interact with AIN triggers provisioned on a BellSouth SSP.

17.10.2 BellSouth's SCE/SMS AIN Access shall provide access to SCE hardware, software, testing and technical support (*e.g.*, help desk, system administrator) resources available to ITC^DeltaCom. Scheduling procedures shall provide ITC^DeltaCom equivalent priority to these resources.

17.10.3 BellSouth SCP shall partition and protect ITC^DeltaCom service logic and data from unauthorized access, execution or other types of compromise.

17.10.4 When ITC^DeltaCom selects SCE/SMS AIN Access, BellSouth shall provide training, documentation, and technical support to enable ITC^DeltaCom to use BellSouth's SCE/SMS AIN Access to create and administer applications. Training, documentation, and technical support will address use of SCE and SMS access and administrative functions, but will not include support for the creation of a specific service application.

17.10.5 When ITC^DeltaCom selects SCE/SMS AIN Access, BellSouth shall provide for a secure, controlled access environment in association with its internal use of AIN components. ITC^DeltaCom access will be provided via remote data connection (e.g., dedicated IP, Direct/Connect, dial-in, ISDN).

17.10.6 When ITC^DeltaCom selects SCE/SMS AIN Access, BellSouth shall allow ITC^DeltaCom to download data forms and/or tables to BellSouth SCP via BellSouth SMS without intervention from BellSouth (*e.g.*, service customization and customer subscription).

18. AIN Selective Carrier Routing for Operator Services, Directory Assistance and Repair Centers

18.1 BellSouth will provide AIN Selective Carrier Routing at the request of ITC^DeltaCom. AIN Selective Carrier Routing will provide ITC^DeltaCom with the capability of routing operator calls, 0+ and 0- and 0+ NPA (LNPA) 555-1212 directory assistance, 1+411 directory assistance and 611 repair center calls to pre-selected destinations.

18.1.2 ITC^DeltaCom shall order AIN Selective Carrier Routing through its Account Team. AIN Selective Carrier Routing must first be established regionally and then on a per central office, per state basis.

18.1.3 AIN Selective Carrier Routing is not available in DMS 10 switches.

18.1.4 Where AIN Selective Carrier Routing is utilized by ITC^DeltaCom, the routing of ITC^DeltaCom's end user calls shall be pursuant to information provided by ITC^DeltaCom and stored in BellSouth's AIN Selective Carrier Routing Service Control Point database. AIN Selective Carrier Routing shall utilize a set of Line Class Codes (LCCs) unique to a basic class of service assigned on an 'as needed basis. The same LCCs will be assigned in each central office where AIN Selective Carrier Routing is established.

18.1.5 Upon ordering of AIN Selective Carrier Routing Regional Service, ITC^DeltaCom shall remit to BellSouth the Regional Service Order non-recurring charges set forth in Exhibit B of this Attachment. There shall be a non-recurring End Office Establishment Charge per office due at the addition of each central office where AIN Selective Carrier Routing will be utilized. Said non-recurring charge shall be as set forth in Exhibit B of this Attachment. For each ITC^DeltaCom end user activated, there shall be a non-recurring End User

Establishment charge as set forth in Exhibit B of this Attachment, payable to BellSouth pursuant to the terms of the General Terms and Conditions, incorporated herein by this reference. ITC^DeltaCom shall pay the AIN Selective Carrier Routing Per Query Charge set forth in Exhibit B of this Attachment.

18.1.6 This Regional Service Order non-recurring charge will be non-refundable and will be paid with 1/2 coming up-front with the submission of all fully completed required forms, including: Regional Selective Carrier Routing (SCR) Order Request-Form A, Central Office AIN Selective Carrier Routing (SCR) Order Request - Form B, AIN_SCR Central Office Identification Form - Form C, AIN_SCR Routing Options Selection Form - Form D, and Routing Combinations Table - Form E. BellSouth has 30 days to respond to the client's fully completed firm order as a Regional Service Order. With the delivery of this firm order response to the client, BellSouth considers that the delivery schedule of this service commences. The remaining 1/2 of the Regional Service Order payment must be paid when at least 90% of the Central Offices listed on the original order have been turned up for the service.

18.1.7 The non-recurring End Office Establishment Charge will be billed to the client following our normal monthly billing cycle for this type of order.

18.1.8 The non-recurring End-User Establishment Charges will be billed to the client following our normal monthly billing cycle for this type of order

18.1.9 Additionally, the AIN Selective Carrier Routing Per Query Charge will be billed to the client following the normal billing cycle for per query charges.

18.1.10 All other network components needed, for example, unbundled switching and unbundled local transport, etc, will be billed according per contracted rates.

19. **Packet Switching Capability**

19.1 Definition

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

19.1.2 The ability to terminate copper customer loops (which includes both a low band voice channel and a high-band data channel, or solely a data channel);

19.1.3 The ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches;

19.1.4 The ability to extract data units from the data channels on the loops, and

19.1.5 The ability to combine data units from multiple loops onto one or more trunks connecting to a packet switch or packet switches.

19.1.6 BellSouth shall be required to provide non-discriminatory access to unbundled packet switching capability only where each of the following conditions are satisfied:

19.1.6.1 BellSouth has deployed digital loop carrier systems, including but not limited to, integrated digital loop carrier or universal digital loop carrier systems; or has deployed any other system in which fiber optic facilities replace copper facilities in the distribution section (e.g., end office to remote terminal, pedestal or environmentally controlled vault);

19.1. 6.2 There are no spare copper loops capable of supporting the xDSL services ITC^DeltaCom seeks to offer;

19.1.6.3 BellSouth has not permitted ITC^DeltaCom to deploy a Digital Subscriber Line Access Multiplexer at the remote terminal, pedestal or environmentally controlled vault or other interconnection point, nor has the ITC^DeltaCom obtained a virtual collocation arrangement at these sub-loop interconnection points as defined by 47 C.F.R. § 51.319 (b); and

19.1.6.4 BellSouth has deployed packet switching capability for its own use.

19.1.7 If there is a dispute as to whether BellSouth must provide Packet Switching, such dispute will be resolved according to the dispute resolution process set forth in Section 12 of the General Terms and Conditions of this Agreement, incorporated herein by this reference.

20. Basic 911 and E911

If ITC^DeltaCom orders unbundled network elements, then ITC^DeltaCom is also responsible for providing E911 to its end users. BellSouth agrees to offer access to the 911/E911 network pursuant to the following terms and conditions set forth in Attachment 11.

20.1 Definition

Basic 911 and E911 is an additional requirement that provides a caller access to the applicable emergency service bureau by dialing a 3-digit universal telephone number (911).

20.2 Requirements

20.2.1 Basic 911 Service Provisioning.

For Basic 911 service, BellSouth will provide to ITC^DeltaCom a list consisting of each municipality that subscribes to Basic 911 service. The list will also provide, if known, the E911 conversion date for each municipality and, for network routing purposes, a ten-digit directory number representing the appropriate emergency answering position for each municipality subscribing to

911. ITC^DeltaCom will be required to arrange to accept 911 calls from its end users in municipalities that subscribe to Basic 911 service and translate the 911 call to the appropriate 10-digit directory number as stated on the list provided by BellSouth. ITC^DeltaCom will be required to route that call to BellSouth at the appropriate tandem or end office. When a municipality converts to E911 service, ITC^DeltaCom will be required to discontinue the Basic 911 procedures and being using E911 procedures.

20.2.2E911 Service Provisioning.

For E911 service, ITC^DeltaCom will be required to install a minimum of two dedicated trunks originating from the ITC^DeltaCom serving wire center and terminating to the appropriate E911 tandem. The dedicated trunks shall be, at a minimum, DS-0 level trunks configured either as a 2-wire analog interface or as part of a digital (1.544 Mb/s) interface. Either configuration shall use CAMA-type signaling with multifrequency ("MF") pulsing that will deliver automatic number identification ("ANI") with the voice portion of the call. If the user interface is digital, MF pulses, as well as other AC signals, shall be encoded per the u-255 Law convention. ITC^DeltaCom will be required to provide BellSouth daily updates to the E911 database. ITC^DeltaCom will be required to forward 911 calls to the appropriate E911 tandem, along with ANI, based upon the current E911 end office to tandem homing arrangement as provided by BellSouth. If the E911 tandem trunks are not available, ITC^DeltaCom will be required to route the call to a designated 7-digit local number residing in the appropriate Public Service Answering Point ("PSAP"). This call will be transported over BellSouth's interoffice network and will not carry the ANI of the calling party. ITC^DeltaCom shall be responsible for providing BellSouth with complete and accurate data for submission to the 911/E911 database for the purpose of providing 911/E911 to its end users.

20.2.3Rates.

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

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

20.2.5 Detailed Practices and Procedures.

The detailed practices and procedures contained in the E911 Local Exchange Carrier Guide For Facility-Based Providers as amended from time to time during the term of this Agreement will determine the appropriate practices and procedures for BellSouth and ITC^DeltaCom to follow in providing 911/E911 services. BellSouth shall provide ITC^DeltaCom with updates and the latest available copies of said Guides via webposting.

21. **Rates**

21.1. General Principles

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

21.2. Unbundled Network Elements

The prices that ITC^DeltaCom shall pay to BellSouth for Unbundled Network Elements are set forth in Exhibit B of this Attachment. The prices that Bellsouth shall pay to ITC^DeltaCom for OSS services are set forth in Exhibit B of this Attachment.

21.3 Operational Support Systems (OSS)

BellSouth has developed and made available the following mechanized systems by which ITC^DeltaCom may submit LSRs electronically.

LENS	Local Exchange Navigation System
EDI	Electronic Data Interchange
TAG	Telecommunications Access Gateway

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

All OSS charges are specified in Exhibit B of this Attachment 2.

22.3.2 Denial/Restoral OSS Charge

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

22.3.3 Cancellation OSS Charge

The Party submitting the LSR ~~ITC^DeltaCom~~ will incur an OSS charge for an accepted LSR that is later canceled.

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

22.3.4 Network Elements and Other Services Manual Additive

22.3.4.1 The Commissions in some states have ordered per-element manual additive non-recurring charges (NRC) for Network Elements and Other Services ordered by means other than one of the interactive interfaces. These ordered Network Elements and Other Services manual additive NRCs will apply in these states, rather than the charge per LSR. The per-element charges are listed in Exhibit B of this Attachment.

Exhibit A

	Order Coordination (OC)	Order Coordination – Time Specific (OC-TS)	Test Points	DLR	Charge for Dispatch and Testing if No Trouble Found
SL-1 (Non-Designed)	Chargeable Option	Chargeable Option	Not available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
UCL-ND (Non-Designed)	Chargeable Option	Not Available	Not Available	Chargeable Option – ordered as Engineering Information Document	Charged for Dispatch inside and outside Central Office
Unbundled Voice Loops - SL-2 (including 2- and 4-wire UVL) (Designed)	Included	Chargeable Option	Included	Included	Charged for Dispatch outside Central Office
Unbundled Digital Loop (Designed)	Included	Chargeable Option (except on Universal Digital Channel)	Included (where appropriate)	Included	Charged for Dispatch outside Central Office
Unbundled Copper Loop (Designed)	Chargeable in accordance with Section 2	Not available	Included	Included	Charged for Dispatch outside Central Office
For UVL-SL1 and UCLs, <<customer_short_name>> must order and will be billed for both OC and OC-TS if requesting OC-TS.					

2.11 High Frequency Spectrum Network Element

2.11.1 BellSouth shall provide Covad access to the high frequency portion of the local loop as an unbundled network element ("High Frequency Spectrum") at the rates set forth in Exhibit C. BellSouth shall provide Covad with the High Frequency Spectrum irrespective of whether BellSouth chooses to offer xDSL services on the loop.

2.11.1.1 The High Frequency Spectrum is defined as the frequency range above the voiceband on a copper loop facility carrying analog circuit-switched voiceband transmissions. Access to the High Frequency Spectrum is intended to allow Covad the ability to provide Digital Subscriber Line ("xDSL") data services to the end user for which BellSouth provides voice services. The High Frequency Spectrum shall be available for any version of xDSL presumed acceptable for deployment pursuant to 47 C.F.R. Section 51.230, including, but not limited to, ADSL, RADSL, and any other xDSL technology that is presumed to be acceptable for deployment pursuant to FCC rules. BellSouth will continue to have access to the low frequency portion of the loop spectrum (from 300 Hertz to at least 3000 Hertz, and potentially up to 3400 Hertz, depending on equipment and facilities) for the purposes of providing voice service. Covad shall only use xDSL technology that is within the PSD mask parameters set forth in T1.413 or other applicable industry standards. Covad shall provision xDSL service on the High Frequency Spectrum in accordance with the applicable Technical Specifications and Standards.

2.11.1.2 The following loop requirements are necessary for Covad to be able to access the High Frequency Spectrum: an unconditioned, 2-wire copper loop. An unconditioned loop is a copper loop with no load coils, low-pass filters, range extenders, DAMLs, or similar devices and minimal bridged taps consistent with ANSI T1.413 and T1.601. The process of removing such devices is called "conditioning." BellSouth shall charge and Covad shall pay as interim rates, the same rates that BellSouth charges for conditioning stand-alone loops as provided in this Interconnection Agreement (e.g., unbundled copper loops, ADSL loops, and HDSL loops) until permanent pricing for loop conditioning are established either by mutual agreement or by a state public utilities commission. The interim costs for conditioning are subject to true up as provided in this agreement. BellSouth will condition loops to enable Covad to provide xDSL-based services on the same loops the incumbent is providing analog voice service, regardless of loop length. BellSouth is not required to condition a loop in connection with Covad's access to the High Frequency Spectrum if conditioning of that loop impairs service from the end users perspective. If Covad requests that BellSouth condition a loop longer than 18,000 ft. and such conditioning significantly degrades the voice services on the loop, Covad shall pay for the loop to be restored to its original state.

2.11.1.3 Covad's termination point is the point of termination for Covad's on the toll main distributing frame in the central office (" Termination Point"). BellSouth will use jumpers to connect Covad's connecting block to the splitter. The splitter will route the High Frequency Spectrum on the circuit to the Covad's xDSL equipment in the Covad's collocation space.

2.11.1.4 For the purposes of testing line shared loops, Covad shall have access to the test access point associated with the splitter and the demarcation point between BellSouth's network and Covad's network.

2.11.2 PROVISIONING OF HIGH FREQUENCY SPECTRUM AND SPLITTER SPACE

2.11.2.1.1 BellSouth will provide Covad with access to the High Frequency Spectrum as follows:

2.11.2.2 BellSouth will install splitters within thirty-six (36) calendar days of Covad's submission of such order to the BellSouth Complex Resale Support Group.

2.11.2.3 BellSouth shall provide Covad the status of manually submitted LSRs for end user line sharing orders through the PON Report on the CLEC Operations Website at https://clec.bellsouth.com.

Status shall include FOC Sent, Pending, Cancelled, In Clarification, Jeopardies or Rejected. A description of these statuses can be found on this website. This is a secure website. Passwords can be obtained from your account team.

For LSRs submitted through an electronic interface (EDI, TAG, LENS, RoboTAG), the following responses will be returned to Covad electronically: FOCs, Completion Notices, Errors/Clarifications, Pending Order Status, Jeopardies, e.g. missed appointments. Covad may view CSRs through LENs.
Covad may determine the status of its line sharing end user service orders through CSOTS (CLEC Service Order Tracking System). The service order statuses are described in the Pending Order Status Job Aid located on the web at http://www.interconnection.bellsouth.com/markets/lec/oss_info.html.
Passwords for CSOTS can be obtained from the account team. Covad may determine the status of its COSMOS/SWITCH work order for its line sharing end user orders through the COSMOS/SWITCH Line Sharing Report. These reports will provide the telephone number, CLLI code, cable and pair, splitter assignment, status and in COSMOS service order number if pending. The reports also provide a summary including working pairs, pairs pending disconnect, pairs pending connect. The COSMOS/SWITCH report will be in a form that enables Covad to download it into an excel-type spreadsheet format. When Covad has received a Firm Order

Confirmation ("FOC") on an order and the CSOTS system also shows that order as complete, but the order appears on the COSMOS/SWITCH report in the pending connect or pending disconnect status, Covad shall enter a trouble report through DLEC Tafi or report troubles to the BellSouth CWINS center. When Covad has received a FOC on an order and the order in pending in CSOTS beyond the due date of the order, then Covad shall check to see if BellSouth has provided a jeopardy or clarification notification via the PON Status Report. If there are no outstanding clarifications or jeopardies, Covad will contact the LCSC. The COSMOS/SWITCH report will be updated by 8:00 p.m., daily, Monday thru Sunday.

2.11.2.4 Covad shall be entitled to order the High Frequency Spectrum on lines served out of any central office where Covad has a splitter available for its use pursuant to Section 2.11.2.

2.11.2.5 BellSouth will select, purchase, install, and maintain a central office POTS splitter and provide Covad access to data ports on the splitter. In the event that BellSouth elects to use a brand of splitter other than Siecor, the Parties shall renegotiate the recurring and non-recurring rates associated with the splitter. In the event the Parties cannot agree upon such rates, the then current rates (final or interim) for the Siecor splitter shall be the interim rates for the new splitter. BellSouth will provide Covad with a carrier notification letter at least 30 days before such change and shall work collaboratively with Covad to select a mutually agreeable brand of splitter for use by BellSouth. Covad shall thereafter purchase ports on the splitter as set forth more fully below.

2.11.2.6 BellSouth will install the splitter in (i) a common area close to the Covad collocation area, if possible; or (ii) in a BellSouth relay rack as close to the Covad DSO termination point as possible. For purposes of this section, a common area is defined as an area in the central office in which both Parties have access to a common test access point. Nothing in this section shall be construed as Covad's agreement that such placement is the most efficient network configuration. Moreover, nothing in this section shall be construed as Covad's agreement that such placement is consistent with TELRIC pricing rules or otherwise is a network configuration that would be used by an efficient forward looking provider of unbundled network elements. Notwithstanding the foregoing, neither Party waives any rights to take a position contrary to the provisions of this Section before any regulatory body regarding line sharing processes or rates. BellSouth will cross-connect the splitter data ports to a specified Covad DS0 at such time that a Covad end user's service is established.

2.11.2.7 also providing, and continues to provide, analog voice service directly to the end user. In the event the end-user terminates its BellSouth provided voice service for any reason, and Covad desires to continue providing xDSL service on such loop, Covad shall be required to purchase the full stand-alone loop unbundled network element. In the event BellSouth disconnects the end-user's voice service pursuant to its tariffs or applicable

law, and Covad desires to continue providing xDSL service on such loop, Covad shall be permitted to continue using the line by purchasing the full stand-alone loop unbundled network element. BellSouth shall give Covad notice in a reasonable time prior to disconnect, which notice shall give Covad an adequate opportunity to notify BellSouth of its intent to purchase such loop. The Parties shall work collaboratively towards the method of notification and the time periods for notice. In those cases in which BellSouth no longer provides voice service to the end user and Covad purchases the full stand-alone loop, Covad may elect the type of loop it will purchase. Covad will pay the appropriate recurring and non-recurring rates for such loop as set forth in Attachment 2 of the Agreement, including a voice grade loop.

2.11.2.8 Covad and BellSouth shall continue to work together collaboratively to develop systems and processes for provisioning the High Frequency Spectrum in various real life scenarios. BellSouth and Covad agree that Covad is entitled to purchase the High Frequency Spectrum on a loop that is provisioned over fiber-fed digital loop carrier. BellSouth will provide Covad with access to feeder sub-loops at UNE prices. BellSouth and Covad will work together to establish methods and procedures for providing Covad access to the High Frequency Spectrum over fiber fed digital loop carriers.

2.11.2.9 Only one competitive local exchange carrier shall be permitted access to the High Frequency Spectrum of any particular loop.

2.11.2.10 To order High Frequency Spectrum on a particular loop, Covad must have a DSLAM collocated in the central office that serves the end-user of such loop. BellSouth shall allow Covad to order splitters in central offices where Covad is in the process of obtaining collocation space. BellSouth shall install such splitters before the end of Covad's collocation provisioning interval.

2.11.2.11 BellSouth will devise a splitter order form that allows Covad to order splitter ports in increments of 8, 24 or 96 ports.

2.11.2.12 BellSouth will provide Covad the Local Service Request ("LSR") format to be used when ordering the High Frequency Spectrum.

2.11.2.13 BellSouth will provide Covad with access to the High Frequency Spectrum of the unbundled loop as follows:

For 1-5 lines at the same address within three (3) business days from BellSouth's issuance of a FOC; 6-10 lines at the same address within 5 business days from BellSouth's issuance of a FOC; and more than 10 lines at the same address is to be negotiated.

For manual orders, BellSouth will return a Firm Order Confirmation (FOC) in no more than twenty-four (24) business hours. For electronic orders, BellSouth will

return a FOC in one (1) hour ninety-five percent (95%) of the time for orders that flow-through. For orders that do not flow-through, BellSouth will return a FOC in twenty-four (24) business hours.

2.11.2.14 BellSouth shall perform testing to confirm that all in place splitters are correctly installed to the BellSouth frame. In the event any splitters are not correctly cabled or installed shall be corrected before February 28, 2001. BellSouth shall include testing to ensure splitters are correctly installed and cabled to the BellSouth frame as a part of the splitter installation process. If BellSouth informs Covad that a splitter has been installed for Covad's use, and that splitter is later found to have been incorrectly installed, BellSouth shall waive the nonrecurring charge for that splitter installation.

2.11.2.15 BellSouth shall test the data portion of the loop to insure the continuity of the wiring for Covad's data using the LSVT test-set for both the provisioning and maintenance of a loop. This test shall be performed from the Covad designated tie cable pair (which is connected to Covad's DSLAM) to the Main Distribution Frame (MDF) where the customer's cable pair leaves the BellSouth central office. This process will be implemented unless, and until, Covad and BellSouth mutually agree on another process. If BellSouth delivers a line shared loop that is not properly wired by BellSouth, BellSouth shall adjust the monthly recurring charge to reflect the day that the line shared loop was placed in service.

2.11.3 MAINTENANCE AND REPAIR

2.11.3.1 Covad shall have access, for test, repair, and maintenance purposes, to any loop as to which it has access to the High Frequency Spectrum. Covad may access the loop at the point where the combined voice and data signal exits the central office splitter.

2.11.3.2 BellSouth will be responsible for repairing voice services and the physical line between the network interface device at the customer premise and the Termination Point of demarcation in the central office. Covad will be responsible for repairing data services. Each Party will be responsible for maintaining its own equipment.

2.11.3.3 If the problem encountered appears to impact primarily the xDSL service, the end user should call Covad. If the problem impacts primarily the voice service, the end user should call BellSouth. If both services are impaired, the end user should contact BellSouth and Covad.

2.11.3.4 BellSouth and Covad will work together to diagnose and resolve any troubles reported by the end-user and to develop a process for repair of lines as to which Covad has access to the High Frequency Spectrum. The Parties will continue to work

together to address customer initiated repair requests and other customer impacting maintenance issues to better support unbundling of High Frequency Spectrum.

2.11.3.4.1 The Parties will be responsible for testing and isolating troubles on its respective portion of the loop. Once a Party ("Reporting Party") has isolated a trouble to the other Party's ("Repairing Party") portion of the loop, the Reporting Party will notify the end user to report the trouble to the other service provider. The Repairing Party will take the actions necessary to repair the loop if it determines a trouble exists in its portion of the loop.

2.11.3.4.2 If a trouble is reported on either Party's portion of the loop and no trouble actually exists, the Repairing Party may charge the Reporting Party for any dispatching and testing (both inside and outside the central office) required by the Repairing Party in order to confirm the loop's working status.

2.11.3.5 In the event Covad's deployment of xDSL on the High Frequency Spectrum significantly degrades the performance of other advanced services or of BellSouth's voice service on the same loop, BellSouth shall notify Covad and allow twenty-four (24) hours to cure the trouble. If Covad fails to resolve the trouble, BellSouth may discontinue Covad's access to the High Frequency Spectrum on such loop.

2.11.4 PRICING

2.11.4.1 BellSouth and Covad agree to the negotiated, interim rates for the High Frequency Spectrum. All interim prices will be subject to true up based on either mutually agreed to permanent pricing or permanent pricing established in a line sharing cost proceeding conducted by state public utility commissions. In the event interim prices are established by state public utility commissions before permanent prices are established, either through arbitration or some other mechanism, the interim prices established in this Agreement will be changed to reflect the interim prices mandated by the state public utility commissions; however, no true up will be performed until mutually agreed to permanent prices are established or permanent prices are established by state public utility commissions.

2.11.4.2 BellSouth and Covad enter into this Agreement without waiving current or future relevant legal rights and without prejudicing any position BellSouth or Covad may take on relevant issues before state or federal regulatory or legislative bodies or courts of competent jurisdiction. This clause specifically contemplates but is not limited to: (a) the positions BellSouth or Covad may take in any cost docket related to the terms and conditions associated with access to the High Frequency Spectrum; and (b) the positions that BellSouth or Covad might take before the FCC or any state public utility commission related to the terms and conditions under which BellSouth must provide Covad with access to the High Frequency Spectrum. The interim rates set forth in Exhibit C were adopted as a result of a compromise between the parties and

do not reflect either party's position as to final rates for access to the High Frequency Spectrum.

Any element necessary for interconnection that is not identified above is priced as currently set forth in the Agreement.

LOCAL INTERCONNECTION

1.0 Scope

BellSouth shall provide ITC^DeltaCom interconnection with BellSouth's network for the transmission and routing of Telephone Exchange Service (Local Traffic), ISP-bound Traffic , and ~~Exchange Access~~ (Switched Access Traffic), ~~,~~ pursuant to Section 251 (c)(2) of the Act on the terms and conditions specified in this Attachment 3.

1.DEFINITIONS: (FOR THE PURPOSE OF THIS ATTACHMENT)

1.1For purposes of this attachment only, the following terms shall have the definitions set forth below:

1.1.1**Call Termination** has the meaning set forth for "termination" in 47 CFR § 51.701 (d) which is defined as the switching of telecommunications traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called party's premises.

1.1.2**Call Transport** has the meaning set forth for "transport" in 47CFR § 51.701(c) which is defined as the transmission and any necessary tandem switching of telecommunications traffic subject to section 251(b)(5) of the Act from the interconnection point between the two carriers to the terminating carrier's end office switch that directly serves the called party, or equivalent facility provided by a carrier other than an incumbent LEC.

1.1.3**Call Transport and Termination** is used collectively to mean the switching and transport functions from the Interconnection Point to the last point of switching.

1.1.4**Common (Shared) Transport** is defined as the transport of the originating Party's traffic by the terminating Party over the terminating Party's common (shared) facilities between (1) the terminating Party's tandem switch and end office switch, (2) between the terminating Party's tandem switches, and/or (3) between the terminating Party's host and remote end office switches. All switches referred herein must be entered into the Local Exchange Routing Guide ("LERG").

1.1.5**Dedicated Interoffice Facility** is defined as a switch transport facility between a Party's Serving Wire Center and the first point of switching within the LATA on the other Party's network.

1.1.6**End Office Switching** is defined as the function that establishes a communications path between the trunk side and line side of the End Office switch.

1.1.7 **Fiber Meet** is an interconnection arrangement whereby the Parties physically interconnect their networks via an optical fiber interface at which one Party's facilities, provisioning, and maintenance responsibility begins and the other Party's responsibility ends.

1.1.8 **Interconnection Point ("IP")** is the physical telecommunications equipment interface that interconnects the networks of BellSouth and ITC^DeltaCom.

1.1.9 **ISP-bound Traffic** is as defined in Section X of this Attachment.

1.1.10 **Local Channel** is defined as a switched transport facility between a Party's Interconnection Point and the IP's Serving Wire Center.

1.1.11 **Local Traffic** is as defined in Section X of this Attachment.

1.1.12 **Serving Wire Center** is defined as the wire center owned by one Party from which the other Party would normally obtain dial tone for its IP.

1.1.12 Tandem Switching is defined as the function that establishes a communications path between two switching offices through a third switching office through the provision of trunk side to trunk side switching. Where the switch of a carrier other than an incumbent LEC serves a geographic area comparable to the area served by the incumbent LEC's tandem switch, the appropriate rate for the carrier other than an incumbent LEC is the incumbent LEC's tandem inter-connection rate.[47 CFR 711(a) (3).]

1.1.13 **Transit Traffic** is traffic originating on <<customer_name>>'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 <<customer_name>>'s network.

1.2 Network Interconnection

This Attachment pertains only to the provision of network interconnection where ITC^DeltaCom owns, leases from a third Party, or otherwise provides its own switch(es).

At each Party's option, network interconnection in each LATA may be provided at any technically feasible point within the Parties' network, including without limitation the trunk side of any local switch; trunk interconnection points for any tandem switch; central office cross connect points; out-of-band signal transfer points; and the points of access to unbundled elements. Requests to BellSouth for interconnection at other technically feasible points not set forth above may be made through the Bona Fide Request/New Business Request process set out in General Terms and Conditions and Attachment 9.

1.2.1 ITC^DeltaCom shall establish at least one ~~Point of Presence and~~ Interconnection Point with BellSouth in BellSouth's serving territory per LATA for the delivery of ITC^DeltaCom's originated ~~l~~Local, ISP-bound and ~~i~~IntraLATA toll and ~~t~~Transit ~~t~~Traffic. ITC^DeltaCom must establish an interconnection trunk group(s) to at least one BellSouth access tandem within the LATA for the delivery of ITC^DeltaCom's originated L~~l~~ocal, ISP-bound, and ~~i~~IntraLATA toll and T~~t~~ransit ~~t~~Traffic. ITC^DeltaCom may establish additional trunk groups in such LATA pursuant to this Agreement. If ITC^DeltaCom chooses to interconnect using a single trunk group within a LATA, the interconnection trunk group must be at a BellSouth Access Tandem. To the extent ITC^DeltaCom desires to deliver Local Traffic and/or Transit Traffic to BellSouth access tandems within the LATA, other than the tandems(s) to which ITC^DeltaCom ~~<<customer_name>>~~ has established interconnection trunk groups,ITC^DeltaCom ~~<<customer_name>>~~ shall order Multiple Tandem Access, as described in this Attachment, to such other BellSouth access tandems. Furthermore, ITC^DeltaCom must establish an interconnection trunk group(s) to all BellSouth access and local tandems where ITC^DeltaCom NXXs are "homed." A "Homing" arrangement is defined by a "Final" Trunk Group between the BellSouth Tandem andITC^DeltaCom End Office switch. A "Final" Trunk Group is the last choice telecommunications path between the Tandem and End Office switch. It is ITC^DeltaCom's responsibility to enter its own NPA/NXX access and/or local tandem "homing" arrangements into the national Local Exchange Routing Guide (LERG).

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

1.2.1.1~~1.4.1.1~~ The notice provided in Section 1.2.2 shall include (i) the initial Interconnection Point ITC^DeltaCom has designated in the new LATA; (ii) ITC^DeltaCom's requested Interconnection Activation Date; and (iii) a non-binding forecast of ITC^DeltaCom's trunking requirements.

1.2.1.2 If ITC^DeltaCom wishes to establish additional or new Interconnection Point(s) in any LATA, ITC^DeltaCom shall provide written notice thereof to BellSouth. The terms and conditions of this Agreement shall apply to such Interconnection. BellSouth shall not unreasonably refuse to interconnect for the delivery of traffic at each Interconnection Point (e.g., Points of collocation, existing entrance facilities, or any other mutually agreeable location). The Parties shall negotiate in good faith the interval for such additional or new Interconnection Point. If and when either Party